AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Flat Rate Inspection Service Agreement; Alternative Elevations, LLC; Elevator Inspections; 2014 thru 2017; $150 per Elevator

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Alternative Elevations, LLC

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
Service agreement for flat rate elevator inspections for 3 year period. 3rd party inspections are required by the State

Fiscal Impact: Less cost than previous contractor, budget sufficient

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Last year the cost was $225 per elevator, this contract is $150 each.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/13/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 5/14/2014 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 5/15/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 5/20/2014 Follow Up Agenda Date:

Revised April 2013

Alternative Elevations, LLC,
a Colorado limited liability company
P.O. Box 469
Granby, CO 80446
(970) 485-4151
E-mail: altelev.wayne@gmail.com
bethaltelev@gmail.com

FLAT RATE INSPECTION SERVICE AGREEMENT

JOB NAME: See below DATE: 4/16/14

SUBMITTED TO: John Cattles (Client)

PHONE: 970-275-0768

ADDRESS: 200 E. Virginia Gunnison CO 81230
STREET, MAILING, CITY, STATE, ZIP

JOB LOCATION: 510 W. Bidwell & 221 N. Wisconsin St. / 711 Rio Grande (Legal)

OWNER (if different): Gunnison County

SERVICES:

To Perform the Annual Elevator Safety Inspections Required by the State of Colorado

Black Stock
Gunnison Public Safety Ctr.
Gunnison Regional Airport

INITIAL TERM: 2014 **THROUGH AND UNTIL:** 2017

SERVICE FEE: $ 150.00 **PER INSPECTION** $100 Dumbwaiter

1. Any deviations or modifications from the above described Services, involving extra costs and or time for Alternative Elevations, LLC, (AEL), will be reduced to written change orders signed by the parties. Such executed change orders shall be incorporated into this Agreement for terms.

2. Client acknowledges that AEL provides inspection and regulatory compliance verification services only, and is not responsible for any maintenance or repairs to Client's equipment.

3. The Service Fee is due immediately in full upon completion of the Services, or as invoiced by AEL, whichever is sooner. Such invoices shall be incorporated into this Agreement for terms. Upon default of any payment due, default interest shall accrue at 18% per annum until cured. Additionally, AEL reserves all other legal remedies, including but not limited to the right to withhold the Final Acceptance documentation necessary to obtain a Certificate of Operation, and/or cease all future Services until such cure is made.

4. AEL shall provide proof of liability insurance coverage upon request. Client hereby waives claims against AEL for consequential damages arising out of or relating to this Agreement. This waiver includes, but is not limited to, damages incurred by Client for loss of use.

5. AEL's completion of the Services is conditioned upon limitations of access, unforeseen changes in requirements by regulatory agencies, acts of God, or other reasons not under the control of AEL. AEL shall not be responsible for Client's compliance with non-licensing requirements, including but not limited to requirements mandated by landlords, property managers, and/or owners' associations.

6. The parties acknowledge and agree that AEL, its employees, agents and/or sub-contractors are not entitled to any worker's compensation or unemployment benefits from Client hereunder. This Agreement shall not create a joint venture, partnership, employer/employee relationship or any relationship except for that of Client and independent contractor.

7. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination by Client, Client shall pay AEL for all Services performed and reimbursable expenses due up to the date of termination.

8. This Agreement sets forth the entire transaction between the parties, any and all prior agreements, warranties or representations made by either party are superseded by this Agreement. All changes in this Agreement shall be made by a separate document executed by the parties. In the event of any litigation, arbitration or other dispute resolution method, the substantially prevailing party shall be entitled from the breaching/defaulting party to an immediate award of all costs incurred, including prejudgment and post judgment attorney's fees.

9. This Agreement shall not be assigned by either party without the prior written consent of the other party.

10. Time is of the essence hereunder. A copy of this Agreement may be executed by each party, separately and/or by e-mail or facsimile, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties. This Agreement shall be governed by the laws of Colorado. The Grand County District Court shall have jurisdiction over this Agreement and any legal proceedings brought to enforce any of the terms hereof shall be brought in such court.

Please sign and date, confirming your acceptance of this proposal. Thank you.

SUBMITTED BY:

Alternative Elevations, LLC,
a Colorado limited liability company

By Wayne A. Martin
Wayne A. Martin, Member

THIS PROPOSAL MAY BE WITHDRAWN, AT AEL's SOLE DISCRETION, AT ANYTIME UNLESS FIRST ACCEPTED. THIS PROPOSAL WILL TERMINATE ON 12/31/14, UNLESS PREVIOUSLY WITHDRAWN OR ACCEPTED.

ACCEPTANCE OF PROPOSAL: THE ABOVE RATES, SPECIFICATIONS, TERMS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. AEL IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. I AM AUTHORIZED TO ENTER INTO THIS AGREEMENT.

Signature: _____

_____
(print name)

Signature: _____

_____
(print name)

Date of acceptance: _____