AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Acknowledgment of County Manager Signature; Contractor Agreement; Hearne Excavating, Inc.; Demolition of the Former Public Works Building at 811 Rio Grande, Gunnison, Colorado; 8/14/14 thru 9/29/14; $96,000

Action Requested: County Manager Signature

Parties to the Agreement: Hearne Excavating, Inc

Term Begins: 8/14/14 **Term Ends:** 9/29/2014 **Grant Contract #:**

Summary:
Contractor Agreement with Hearne Excavating for the demolition of the old Public Works building located at 811 Rio Grande Avenue

Fiscal Impact: 96,000

Submitted by: bwiseman for MCrosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

The total project cost under Airport Improvement Program (AIP) Grant 47 is $1,111,111. After deducting costs for surveying, permitting, historical assessment, asbestos abatement and this contract for $96,000 to remove the buildings, $988,343.02 will be available for Gunnison County use from the sale of the Public Works property to the Airport enterprise. A budget amendment may be necessary in the County Shop.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/15/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 8/14/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:
For Acknowledgement.

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 8/20/2014

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

Agenda Date: 9/2/2014 Follow Up Agenda Date:

Revised April 2013

VII. PROPOSAL FORM

Contractor Name: Hearne Excavating, Inc.

Project Start Date: 8/25/2014

Insurance Verification: Yes: ✓ No: ____

Acknowledgement of Receipt of Revised Proposal Package Yes
(respond with yes or no)

This price to include any required structural evaluations, administrative costs, equipment rentals, cost of demolition, landfill fees, permit fees, mobilization, and all costs associated with this project.

All Inclusive Project Price: $ 128,000

Deduct from Price if Steel Trusses are Salvaged $ 32,000

Revised All Inclusive Project Price $ 96,000

* If we save only the large steel trusses the all inclusive price will be $118,000

Hal Hearne
Contractor Name – Printed

Hal Hearne
Authorized Representative –Printed

Hal Hearne
Authorized Representative - Signature

1641 Cty Rd 770, Ohio City CO 81237
Contractor Address

(970) 641-5845
(970) 209-7848 cell
Contractor Phone Number

VII. PROPOSAL FORM

Contractor Name: Lacy Construction, Co. Ltd

Project Start Date: Aug. 18, 2014

Insurance Verification: Yes: ✓ No: ____

Acknowledgement of Receipt of Revised Proposal Package (respond with yes or no) YES

This price to include any required structural evaluations, administrative costs, equipment rentals, cost of demolition, landfill fees, permit fees, mobilization, and all costs associated with this project.

All Inclusive Project Price: $ 136,987.00

Deduct from Price if Steel Trusses are Salvaged $ 40,000.00

Revised All Inclusive Project Price $ 96,987.00

Lacy Construction, Co., Ltd
Contractor Name – Printed

Bill Lacy
Authorized Representative –Printed

Bill Lacy
Authorized Representative - Signature

Box 836
Contractor Address

Crested Butte, Co 81224

970-349-5010
Contractor Phone Number

VII. PROPOSAL FORM

Contractor Name: SPALLONE CONST. INC.

Project Start Date: 8/25/14

Insurance Verification: Yes: ✓ No: ____

Acknowledgement of Receipt of Revised Proposal Package ✓
(respond with yes or no)

This price to include any required structural evaluations, administrative costs, equipment rentals, cost of demolition, landfill fees, permit fees, mobilization, and all costs associated with this project.

All Inclusive Project Price: $ 128,750.00

Deduct from Price if Steel Trusses are Salvaged $ 8,000.00

Revised All Inclusive Project Price $ 120,750.00

SPALLONE CONST. INC
Contractor Name – Printed

NICK SPALLONE
Authorized Representative -Printed

Nick Spallone
Authorized Representative - Signature

P.O.B. 1145
Contractor Address

GUNNISON, CO. 81230

970-641-9033
Contractor Phone Number

VII. PROPOSAL FORM

Contractor Name: Schmalz Construction, Ltd

Project Start Date: Upon execution of contract & issuance of permit.

Insurance Verification: Yes: X No: Ins. policy in place
Cert. To be issued upon award.

Acknowledgement of Receipt of Revised Proposal Package Yes
(respond with yes or no)

This price to include any required structural evaluations, administrative costs, equipment rentals, cost of demolition, landfill fees, permit fees, mobilization, and all costs associated with this project.

All Inclusive Project Price: $ 236,750.00

Deduct from Price if Steel Trusses are Salvaged $ 45,000.00

Revised All Inclusive Project Price $ 191750.00

Schmalz Construction Ltd
Contractor Name – Printed

Fred Schmalz
Authorized Representative –Printed

Authorized Representative - Signature

PO Box 1105
Contractor Address

Gunnison, CO 81230

970-641-2014
Contractor Phone Number

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 14th day of August, 2014, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Hearne Excavating, Inc., whose address is 1641 County Road 771, Ohio City, CO 81237 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services to demolish the former Public Works building, located at 811 Rio Grande, Gunnison, Colorado more fully identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so. Contractor shall also furnish a Performance Bond in an amount no less than one hundred percent (100%) of the Contract Price set forth in Paragraph 4 herein, and substantially in the form attached hereto as Appendix "C".

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on September 29, 2014, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will complete the County's goal of construction of a new Public Works Facility and transfer of the property to the Gunnison/Crested Butte Regional Airport to meet future expansion needs, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Ninety-Six Thousand and No/100 U. S. Dollars ($96,000.00) pursuant to Contractor's Bid Itemization as identified in Appendix "B" attached hereto and incorporated herein by reference.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement without penalty to Contractor pursuant to paragraph 13 of this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000.00); and

For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars ($990,000.00).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than $350,000 for any injury to one person

in any single occurrence and in an amount no less than $990,000 for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

8. DISCRIMINATION.

The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. ADA COMPLIANCE.

The Contractor assures Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

11. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Appendix "A".

14. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: Hearne Excavating, Inc.
1641 County Road 771
Ohio City, CO 81237

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

15. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

GUNNISON COUNTY SEAL COLORADO

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____
Hal Hearne, Hearne Excavating, Inc.

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1. Demolition of the block building including foundations and floors. Contractor must remove steel trusses/joist and wooden trusses without structurally damaging them in any way. They will be placed in a secure location to be picked up for re-use by the Gunnison County Public Works Department.
2. The steel hangar building is to be removed in its entirety.
3. All concrete with the exception of the wash pad on the south side of the main shop must be removed.
4. All asphalt south of the building will be left in place.
5. A minimum of 60% of the concrete, steel, asphalt and block material must be crushed and recycled.
6. No material that can be recycled will be accepted at the Gunnison County Landfill.
7. Contractor will be responsible for managing dust during any excavation or crushing.
8. The asbestos that is identified in the "Request For Proposal For Building Demolition Services, July 16, 2014, and Revised August 1, 2014" documents containing the report from Walsh Environmental may be removed and taken to the landfill mixed with other construction materials as long as it is maintained as non-friable asbestos. If it is crushed in any way it will have to be handled as friable asbestos.
9. Contractor must obtain a State Demolition Permit.
10. The excavated areas must be backfilled with 6" minus or less non-organic material to accommodate future construction in the area. Excavations must be brought up to existing grade of adjacent area. Concrete and block generated and crushed on the site may be used.
11. Any excess crushed material that the contractor does not want to move off site, which is no larger than 1-1/2", may be left on site and will be removed by the County.

VII. PROPOSAL FORM

Contractor Name: Hearne Excavating, Inc.

Project Start Date: 8/25/2014

Insurance Verification: Yes: ✓ No: ____

Acknowledgement of Receipt of Revised Proposal Package Yes
(respond with yes or no)

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* If we save only the large steel trusses the all inclusive price will be $118,000

Hal Hearne
Contractor Name - Printed

Hal Hearne
Authorized Representative -Printed

Hal Hearne
Authorized Representative - Signature

1641 Cty Rd 770, Ohio City CO 81237
Contractor Address

(970) 641-5845
(970) 209-7848 cell
Contractor Phone Number

APPENDIX "C"

Bond #_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hearne Excavating, Inc., a Colorado Corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and _____, a corporation organized under the laws of the State of _____, and authorized and licensed to transact business in the State of Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the County of Gunnison, Colorado, hereinafter referred to as the "County", in the penal sum of Ninety-Six Thousand and No/100 dollars ($96,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the 14th day of August, 2014, entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the demolition of **Gunnison County Public Works Building** located at 811 Rio Grande, Gunnison, Colorado (the "Project"), in accordance with the Contractor Agreement and Appendices, and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to collectively as the "Contract".

NOW, THEREFORE, the conditions of this performance bond are such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and

2. Pays the County all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in performance of the Contract), expenses, costs and attorneys' fees, that the County sustains resulting from any breach or default by the Contractor under the Contract,

then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the Work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

Hearne Excavating, Inc.	Surety
By:_____	By: _____