AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Contract Agreement; Gunnison-Crested Butte Regional Airport, Gunnison, CO; AIP Project No. 3-08-0030-49; E-ONE, Inc.; Construction of Airport Improvements including Acquire Aircraft Rescue and Fire Fighting ARFF Vehicle (Class 4) and ARFF Additional Auxiliary Equipment and other Incidental Work at the Gunnison-Crested Butte Regional Airport; $579,364.56

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: County and E-ONE, Inc.

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

Summary:
Contract Agreement to manufacture ARFF vehicle

Fiscal Impact:

Submitted by: Rick Lamport **Submitter's Email Address:** rlamport@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

The amount in the draft contract agreement is correct. The funding distribution is as follows: FAA - $521,428, CDOT - $28,968, local match - $28,969.

Reviewed by: GUNCOUNTY1\bcowan Discharge Date: 10/3/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 10/3/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 10/3/2014

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

Agenda Date: 10/7/2014 Follow Up Agenda Date:

Revised April 2013

CONTRACT AGREEMENT

Gunnison-Crested Butte Regional Airport
Gunnison, CO
AIP PROJECT NO. 3-08-0030-49

THIS AGREEMENT, made and entered into this 9th day of September, 2014, by and between Gunnison County, Party of the First Part, hereinafter referred to as the "Owner", and E-ONE, Inc., Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvements including Acquire Aircraft Rescue and Fire Fighting ARFF Vehicle (Class 4) and ARFF Additional Auxiliary Equipment and other incidental work at the Gunnison-Crested Butte Regional Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-13, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference. Said "Contract Documents" are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

ARTICLE 5. The Contractor agrees to perform all the work describe in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration

additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a notice to proceed and the Contractor further agrees to complete said work within 365 calendar days. Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of $500/calendar day for Schedule I and $50/calendar day for Schedule II shall be paid to the Owner for that time which exceeds the number of Calendar days allowed in this paragraph. The liquidated damage clauses are outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

The total estimated cost for AIP project #3-08-0030-49 thereof to be five hundred seventy-nine thousand, three hundred sixty-four dollars and fifty-six cents ($579,364.56).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part

E-ONE Inc.

By: _____

Sam Itani VP Int'l Sales
(Office or Position of Signer)

(SEAL)

ATTEST: J. Richard Blue

VICE PRESIDENT, H.R.
(Office or Position of Signer)

OWNER, Party of the First Part

_____

By: _____

_____
(Office or Position of Signer)

(SEAL)

ATTEST: _____

_____
(Office or Position of Signer)

PERFORMANCE BOND Bond Number CMS0275014

KNOW ALL MEN BY THESE PRESENTS:

That E-ONE, Inc. as Principal hereinafter called Contractor, and RLI Insurance Company as Surety, hereinafter called Surety, are held and firmly bound unto the County as Obligee, hereinafter called Obligee, in the amount of five hundred seventy-nine thousand, three hundred sixty-four dollars and fifty-six cents ($579,364.56), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated September 9, 2014 entered into a contract with Obligee for Acquire Aircraft Rescue and Fire Fighting ARFF Vehicle (Class 4) and ARFF Additional Auxiliary Equipment which contract with all its terms, covenants, conditions and stipulations is incorporated herein to form a part hereof as fully as if said contract was recited at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving of the Obligee of an extension of time for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Contractor to the other shall in no way release the Contractor and the Surety, or either of any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alterations, extension or forbearance being hereby waived,

Whenever Contractor shall be, and declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

Complete the Contract in accordance with its terms and conditions, by another contractor acceptable to the Obligee said other Contractor to act as an agent of the Surety, or

Obtain a bid or bids for submission for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee and Surety of the lowest responsible bidder, arrange for a contract between such a bidder and Obligee and make available as work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Obligee to Contractor under the Contract and any amendments thereto, less the amount properly paid by Obligee to Contractor.

SIGNED AND SEALED this 12th day of September, A.D. 2014

IN THE PRESENCE OF:

E-One, Inc.
1601 SW 37th Avenue, Ocala, FL 34474
(Principal of Contractor) (Seal)

CFO
(Title)

RLI Insurance Company
9025 N. Lindbergh Drive, Peoria, IL 61615
(Surety) (Seal)

By: Stephanie L. Klearman
Stephanie L. Klearman, Attorney-In-Fact

PAYMENT BOND

Bond Number CMS0275014

KNOW ALL MEN BY THESE PRESENTS: That E-ONE, Inc., as Principal, hereinafter called Contractor, and RLI Insurance Company as Surety, licensed to do business as such in the State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Gunnison County, Colorado, as Obligee, and hereinafter called Owner, in the penal sum of five hundred seventy-nine thousand, three hundred sixty-four dollars and fifty-six cents ($579,364.56) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Gunnison County, Colorado, for the project Acquire Aircraft Rescue and Fire Fighting ARFF Vehicle (Class 4) and ARFF Additional Auxiliary Equipment, including all schedules, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers of equipment employed on the job, and other claimants, for all labor performed in such work whether done for the prime contractor, a subcontractor, the Surety, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Colorado, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used ore reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against the Contractor, against the Surety or its completion contractor, through a subcontractor or otherwise, and, further, if the Contractor shall defend, indemnify and hold Gunnison County, Colorado, harmless from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any conditions legally required to be included in a payment bond on this contract, including but not limited to those set out in the applicable Colorado state section of the Owner Charter, are included herein by reference.

The Surety agrees that, in the event that the Contractor fails to make payment of the obligations covered by this bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim here under stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are

disputed and (b) will pay any amounts that are undisputed. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith here under.

While this bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of the Owner, to the use of such party. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Gunnison, Colorado, or in the United States District Court for the District of Colorado.

WAIVER. The said Surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 12th day of September, 2014.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture

N/A
(Signature of sole proprietor or general partner)

B. Corporation

E-One, Inc.
1601 SW 37th Avenue, Ocala, FL 34474
Name of Corporate Principal

Attest: _____
Secretary (affix seal)

By RC Browne CFO

SIGNATURE OF SURETY

Name and address of Corporate Surety
RLI Insurance Company

9025 N. Lindbergh Drive, Peoria, IL 61615

By Stephanie L. Klearman (seal)
Attorney in Fact (attach power of attorney)
Stephanie L. Klearman, Attorney-In-Fact

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
S. Whitaker Meyer, Lisa A. McAleenan, Kelly M. Sunderman, Anne M. Gliedt, Teresa M. Sheppard, Kevin E. McDaniel, Stephanie L. Klearman, DeAnna M. Maurer, jointly or severally

in the City of Saint Louis, State of Missouri its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.
Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars ($25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 30th day of June, 2014.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: _____
Roy C. Die — Vice President

State of Illinois
County of Peoria } SS

On this 30th day of June, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 01/14/18

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 12 day of September 2014

RLI Insurance Company

By: _____
Roy C. Die — Vice President

2463207020212

A0058514