AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Change Order; Gunnison County Mountain View Apartm

Action Requested: County Manager Signature

Parties to the Agreement: Centennial State Roofing

Term Begins: 9/29/15 **Term Ends:** 12/31/2015 **Grant Contract #:**

Summary:

Change from exposed fastener roof to standing seam roof at Mountain View apartments. Much higher quality roof, adds 10-15 years to the expected life of the roof.

Fiscal Impact: $5,480 increase to contract price

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

Finance Review: (●) Required ( ) Not Required

Comments:
Cost is to be drawn from Replacement Reserve account for Mountain View. Current balance will support this change order amount.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/25/2015

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 10/2/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 10/2/2015

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

Agenda Date: 10/6/2015

Revised April 2015

Centennial State Roofing Company, LLC

318 S. Wisconsin Street

Gunnison, Co. 81230

Centennialstateroofing.com

(970)209-9779

Date: 7/21/15

Proposal Submitted to: Gunnison County, Attn: John Cattles

Job location: Mountain View Condos

Contact Information: (970)275-0768

Labor and Materials description: There is a total of 11141 square feet of roof area on the main structure. The roof is to be torn-off and the roof deck inspected. Any necessary repairs will be done to the roof deck before it is dried-in with a high temperature, self-adhered underlayment (Met Shield). The metal will be recycled and the rest of the tear-off disposed of. A perforated end-wall flashing will be hung over the existing vent system. Drip-edge and all other flashing associated with the roof system will be installed. If a standing seam roof system is installed, "D" style drip-edge will be installed to receive the panels at the eve. This would be a concealed fastener system. All other flashings would be installed accordingly. Any work additional to this bid will be done for time and materials ($55/hr).

The costs for these services are as follows:

~~24 gauge finished metal roof system (exposed fastener): $68,000~~

24 gauge standing seam (concealed fastener): $73,480

Centennial State Roofing Company, LLC is fully insured with both worker's compensation and general liability.

The required pay schedule is as follows:

-50% is required previous to the start of the project.

- The final 50% is due upon completion of the project.

Acceptance of this job proposal:

This agreement is approved and accepted. I/We understand there are no oral agreements between the parties of this contract. The written terms, provisions, plans, and/or specifications in this

agreement constitute the entire agreement between the parties. Changes in this agreement shall be done by written and signed change of work orders. Change of work orders may incur additional charges.

_____ _____

Signature of owner/ GC/ authorized representative date

_____ _____

Centennial State Roofing Company, LLC date

CHANGE ORDER

Order No. 01

Date 9/22/15

Agreement Date: 9/22/15

PROJECT: Gunnison County Mountain View Apartments re-roof

OWNER: Gunnison County

CONTRACTOR: Centennial State Roofing

The following changes are hereby made to the CONTRACT DOCUMENTS:

Upgrade from 24 gauge exposed fastener roofing to 24 gauge standing seam concealed fastener roof

Justification:

- Much higher quality roof, will increase the life of the roof

Change to CONTRACT PRICE: INCREASE

Original CONTRACT PRICE $ 68,000

Current CONTRACT PRICE adjusted by previous CHANGE ORDER $68000

The CONTRACT PRICE due to this CHANGE ORDER will be INCREASED by: $ 5,480

The new CONTRACT PRICE including this CHANGE ORDER will be $ **73,480**

Approvals Required:

To be effective this Order must be approved by Gunnison County if it changes the scope or objective of the PROJECT, or as may otherwise be required by the GENERAL CONDITIONS.

Requested by: John Cattles

Recommended by: John Cattles

BoCC or County Manager Approval

CONTRACTOR AGREEMENT

This Contractor Agreement ("Agreement") made effective the 17th day of Aug., 2015, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and Centennial State Roofing Co. llc, whose address is 318 S. Wisconsin, Gunnison, CO 81230 ("Contractor").

RECITALS

Contractor provides services to Mountian View Apartments building, located at 317 N. Spruce St., Gunnison, CO (hereinafter "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. SCOPE OF 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 Exhibit A, attached hereto and incorporated herein by this reference. 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.

2. TERM.

   The term of this Agreement shall commence on the date first set forth above and shall terminate when the scope of services is complete, but not later than December 31, 2015, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

   Execution of this Agreement will assist the County Facilities and Grounds Department with its Maintenance Management System strategy to provide preventative maintenance services at County facilities, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

(a) In exchange for Contractors performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically set forth in Exhibit B.

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

(c) 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 Exhibit 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 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Contractor:	Centennial State Roofing 318 S. Wisconsin St. Gunnison, CO 81230 (970) 209-9779

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. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

17. 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.

18. 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 set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____

Exhibit A

Roof replacement at Mountain View Apartments

Scope:
Remove and dispose of existing roofing materials including underlayment. Demolish any roof decking that is moisture damaged. Apply new drip edge, flashings, and penetration seals (boots). Repair roof ventilation system as required. Apply new self-adhered bituminous roof underlayment on entire roof surface. Re-roof with exposed fastener metal roof system min. 22 gauge metal, Gunnison County to choose color. Add snow fence as noted on plans. Contractor is responsible for temporary dry-in during demolition. All work must conform to manufacturer's installation specifications.

Timeframe:
Work must be completed by Nov. 1 2015. Work must be phased to minimize exposing building to water damage, follow demolition with dry-in within 24 hours.

Site Inspection:
Please call John Cattles 970-275-0768 to schedule a time to visit the site.

Bids:
Bids shall include full cost of work, proof of insurance, notes or alterations to the scope or plans provided, specifications of products to be used, warranties of products and timeframe of work including start date and completion date. Bids shall be for full cost of work as described and as can be seen by visual inspection and will include labor and materials markup rate for un-foreseen and unknowable conditions (replacement of roof decking, framing, major rework), also bids shall include full 2 year warranty on materials and workmanship from roofing contractor.

Payment:
Payment will be made as follows:
40% at completion of demolition, dry-in (underlayment and flashings complete)
20% at delivery of roofing materials (must be onsite)
40% Final payment at completion of all work and acceptance by Gunnison County.

Bidding:
Bids are due July 22, 2015. Bids can be delivered to:
Gunnison County
Facilities and Grounds Dept.
200 E. Virginia, Gunnison
Or
Jcattles@gunnisoncounty.org

Exhibit A

Selection:

Gunnison County shall select the winning proposal after reviewing all proposals that are received by the due date and meet the qualifications set forth in this document. Gunnison County will review the proposals ask for more information or clarifications where necessary and select the winning proposal after adjustments or clarifications have been made.

Gunnison County reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities therein; to accept the bid for the contract which, in its sole judgment, best serves the interests of the County.

Questions contact:

John Cattles

970-275-0768

Exhibit B

Centennial State Roofing Company, LLC

318 S. Wisconsin Street

Gunnison, Co. 81230

Centennialstateroofing.com

(970)209-9779

Date: 7/21/15

Proposal Submitted to: Gunnison County, Attn: John Cattles

Job location: Mountain View Condos

Contact Information: (970)275-0768

Labor and Materials description: There is a total of 12961 square feet of roof area between the main structure and the carport. These 2 structures will be priced separately. The main structure is 11141 square feet. The roof is to be torn-off and the roof deck inspected. Any necessary repairs will be done to the roof deck before it is dried-in with a high temperature, self-adhered underlayment (Met Shield). The metal will be recycled and the rest of the tear-off disposed of. A perforated end-wall flashing will be hung over the existing vent system. Drip-edge and all other flashing associated with the roof system will be installed.

The costs for these services are as follows:

24 gauge finished metal roof system: $68,000

Car Port: $9600

Centennial State Roofing Company, LLC is fully insured with both worker's compensation and general liability.

The required pay schedule is as follows:

-50% is required previous to the start of the project.

- The final 50% is due upon completion of the project.

Acceptance of this job proposal:

This agreement is approved and accepted. I/We understand there are no oral agreements between the parties of this contract. The written terms, provisions, plans, and/or specifications in this agreement constitute the entire agreement between the parties. Changes in this agreement shall be done by written and signed change of work orders. Change of work orders may incur additional charges.

Exhibit B

8/18/15

Signature of owner/ GC/ authorized representative

date

8/17/15

Centennial State Roofing Company, LLC

date