AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Gunnison Manufacturing, Inc; Fairgrounds Walkover Agreement

Action Requested: Other

Parties to the Agreement: Gunnison County & Gunnison Manufacturing, Inc.

Term Begins: 6/12/13 **Term Ends:** 12/31/2013 **Grant Contract #:**

Summary:
2 walkover to be constructed on the east side of the arena.

Fiscal Impact: $15,397

Submitted by: B. Lucero for M. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Melody will manage her total budgeted amount for capital items as approved in the 2013 adopted budget.

Reviewed by: Lnienhueser Discharge Date: 6/13/2013

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

Comments:

ok db 6/13/13

Reviewed by: DBaumgarten Discharge Date: 6/13/2013 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 6/13/2013

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

Agenda Date: 6/18/2013 Follow Up Agenda Date: n/a

Revised April 2013

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Gunnison County Legal Instrument # _____

Date of Request: 6/12/2013 **Contractual Deadline:** **Received in Administration:**

Desired Agenda Date: 6/18/2013 **Amount of Discussion Time Desired:** Consent

Action Requested: Acknowledge Assistant County Manager Signature on Fairgrounds Walkover Agreement

Parties to the Agreement: Gunnison County and Gunnison Manufacturing, Inc.

Term Begins: 6/12/2013 **Term Ends:** 7/31/2013 **Grant Contract #:**

Summary: Bids were solicited locally for the construction of two walkovers on the east side of the arena. They will replace very old wooden units that are structurally unsafe and have no rails to prevent a child from falling through onto the crowd or the chutes below. Three bids were received: Gunnison Manufacturing $15,397.00, Western Slope Connection $20,528.00, and Gunnison Pipe & Muffler $64,000.00. The bid was awarded to Gunnison Manufacturing. Time is of the essence since these walkovers have to be completed and ready for installation by July 3rd so we can be ready for Cattleman's Days. The price is more than was originally put in the budget, but Melody checked with Ben and she has saved enough on other projects to cover the cost.

Recommendation: Acknowledge/approve Assistant County Manager signature on Agreement.

Fiscal Impact: $15,397

Submitted by: Marlene Crosby/Melody Roper **Return To:** Marlene Crosby

Finance Department Review: (X) Required ( ) Not Required

Comments: _____

Signature _____ Discharge Date _____

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

Comments:

The agreement was drafted by the County Attorney's office.

Certificate of Insurance Required

Yes ____ No ____ Initials ____

Signature _____ Discharge Date _____

Returned to Administration: **Original Returned:**

County Manager Approval:

Signature _____ Date _____

( ) Consent Agenda ( ) Regular Agenda Time Allotted: _____

Revised January 2011

AGREEMENT

This Agreement ("Agreement") made effective the 12th day of June, 2013, 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 Gunnison Manufacturing, Inc whose address is P.O. Box 1674 Gunnison CO 81230 ("Contractor").

RECITALS

Contractor provides services to rebuild 2 walkovers on the east end of the Rodeo Grounds (one north of the announcers stand, one south of the announcers stand), located at 275 S. Spruce Street, Gunnison, CO ("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, 2013, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

   Execution of this Agreement will assist the County with its Strategic Result to provide multi-purpose meeting, grounds and event management services to the community and County departments so they can affordably hold their events and meetings in facilities that are centrally located, well managed and safe, 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 A.

(b) 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 in an amount not less than $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury Liability and $500,000 for Property Damage Liability.

(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: Gunnison Manufacturing, Inc.
P.O. Box 1674
Gunnison CO 81230

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: Marlene A. Crosby
for Matthew Birnie, County Manager

ATTEST:

Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: Ted M Schupp

EXHIBIT A

GUNNISON FAIRGROUNDS

WALK-OVER SPECIFICATIONS

SCOPE OF PROJECT.

This project consists of furnishing all materials, labor and equipment for fabricating, delivering and installing two walk-over structures at the Gunnison County Fairgrounds at 275 South Spruce Street. Each structure will have a level, elevated walkway with stairs on each side to ground surface and are to be connected to concrete piers constructed by others. A drawing is attached to these specifications.

The walk-over shall be fabricated following all requirements of the 2009 International Building Code. The numbered sections below refer to sections in the Code. Some sections have been modified or eliminated to more accurately describe this project.

1009.1 Stairway Width.

The width of stairs and elevated walkway shall not be less than 44 inches between handrails.

1009.4.2 Stair Treads and Risers.

Stair riser heights shall be 7 inches maximum and 4 inches minimum. The riser height shall be measured vertically between the leading edges of adjacent treads. Rectangular tread depths shall be 11 inches minimum measured horizontally between the vertical planes of the foremost projection of adjacent treads and at right angles to the tread's leading edge.

1009.4.4 Dimensional Uniformity.

Stair treads and risers shall be of uniform size and shape. The tolerance between the largest and smallest riser height or between the largest and smallest tread depth shall

not exceed 0.375 inch (9.5 mm) in any flight of stairs.

1009.4.5 Profile.

The radius of curvature at the leading edge of the tread shall be not greater than 9/16 inch (14.3 mm). Beveling of nosings shall not exceed 9/16 inch (14.3 mm). Risers shall be solid and vertical or sloped from the underside of the leading edge of the tread above at an angle not more than 30 degrees (0.52 rad) from the vertical. The leading edge (nosings) of treads shall project no more than 1 ¼ inches (32 mm) beyond the tread below and all projections of the leading edges shall be of uniform size, including the leading edge of the walkway at the top of the flight.

1009.6.1 Stairway Walking Surface.

The walking surface of treads and the elevated walkway shall not be sloped steeper than one unit vertical in 48 units horizontal (2% slope) in any direction.

Openings in stair walking surfaces shall be a size that does not permit the passage of ½ inch diameter (12.7 mm) spear. Elongated openings shall be placed so that the long dimension is perpendicular to the direction of travel.

1009.6.2 Outdoor Conditions.

Outdoor stairways and walkways shall be designed so that water will not accumulate on walking surfaces.

1009.12 Handrails.

The stairs and walkways shall have handrails on each side.

1012.2 Height.

Handrail height, measured above stair tread nosings, shall be uniform and not less than 34 inches (864 mm) and not more than 38 inches (965 mm).

1012.3.1 Handrail Graspability.

Handrails shall have a circular cross section with an outside diameter of at least 1 ¼ inch (32 mm) and not greater than 2 inches (51 mm).

1012.4 Continuity.

Handrail gripping surfaces shall be continuous, without interruption by newel posts or other projections.

1012.6 Handrail Extensions.

Handrails shall return to a wall, guard or the walking surfaces or shall be continuous to the handrail of an adjacent stair flight. Where handrails are not continuous between flights, the handrails shall extend horizontally at least 12 inches (303 mm) beyond the top riser and continue to slope for the depth of one tread beyond the bottom riser.

GUNNMAN-01 LISAM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mountain West In & Fin Serv LLC
100 E Victory Way
Craig, CO 81625

CONTACT NAME: Greg Geer
PHONE (A/C, No, Ext): (970) 824-8185 FAX (A/C, No): (970) 824-8188
E-MAIL ADDRESS: gregg@mtnwst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Intermediaries, LLC	
INSURER B : Cincinnati Insurance Companies	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gunnison Manufacturing
PO Box 1674
Gunnison, CO 81230

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY			CSU0038029	6/2/2013	6/2/2014	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Property			ENP0144056	6/2/2013	6/2/2014	Building	573,681

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Gunnison County
275 S. Spruce
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Manley

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