AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Ratification of County Manager Signature; Contractor Agreement; Jim Thomas Construction, Inc.; Professional Services at the Gunnison County Public Works Facility; $20,848.22

Action Requested: County Manager Signature

Parties to the Agreement: Jim Thomas Construction/Gunnison County

Term Begins: 11/26/2014 **Term Ends:** 12/31/2014 **Grant Contract #:**

Summary:
Jim Thomas Construction has been hired to do the roofing and siding on the cold storage facility. He also purchased the material at a significantly lower price than we were able to obtain.

Fiscal Impact: $11,250.00 labor and $9,598.22 materials

Submitted by: Marlene Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Cost covered in 2014 projections

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/2/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 11/24/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2014

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

Agenda Date: 12/16/2014 Follow Up Agenda Date:

Revised April 2013

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the ___ day of _____, 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 Jim Thomas Construction, Inc., whose address is P.O. Box 933, Crested Butte, CO 81224 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding installation of 24 gauge PBR panel as siding and roofing, including flashing at the Gunnison County Public Works building located at 195 Basin Park Drive, Gunnison, Colorado (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. 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.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2014, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its strategy that by 2014, 90% of all scheduled preventative maintenance services are completed within established timeframes, 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 of this Agreement, Gunnison County shall pay Contractor costs of labor not to exceed Eleven thousand Two Hundred Fifty and No/100 U. S. Dollars ($11,250.00) plus materials identified as Gavalume (PBR) for siding @ $82/sq.ft., painted PBR for roof @$102/sq.ft., screws @ $.27 each, delivery and sales taxes for materials..

Payment shall be made to Contractor as follows: 50% down payment; 25% draw upon written notice to Gunnison County; and 25% upon completion. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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 $350,000.00; and for an injury to two or more persons in any single occurrence, the sum of $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: Jim Thomas Construction, Inc.
P.O. Box 933
Crested Butte, CO 81224

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

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____
Jim Thomas Construction, Inc.

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Project Location: Gunnison County Public Works building located at 195 Basin Driver, Gunnison, CO 81230.

Description of work and materials to be used: The installation of 26 gauge PBR panel as siding and roofing at the Gunnison County Public Works building. All associated flashing included. Materials: Gavalume PBR for siding and roofing @ $82/sq.ft. and screws. Material costs do not include delivery or sales taxes.

Labor: Labor costs not to exceed $11,250 (for 90 squares at $125/sq.ft.).

30\033M\033CD

NEW 4328871-00 ACK

Current: Order Acknowledgement - Quote Order *** DO NOT SHIP FROM THIS DOCUMENT ***

Order Date 11/21/14 Order No. 4328871-00

t No: 326111
l To: JIM THOMAS CONSTR INC
P O BOX 933

CRESTED BUTTE, CO 81224

Ship To
JIM THOMAS CONSTR INC
P O BOX 933

CRESTED BUTTE, CO 81224

Cust PO No: 26 ga galvalume
Whse: graj
ALLIED BUILDING PRODUCTS
2495 WEST MESA CT

GRAND JUNCTION, CO 81505
(970) 242-6621/Fax:(970) 242-9335

tructions:
ns Type: qu Taken By: dchu Sls Rep: DCHU Placed By: Via: Crane Cust Whse: GRAJ

Expire Date: 12/31/14
Promise Date: 11/27/14

e #	Product and Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty UOM	Unit Price	Price UOM	Amount (Net)
	04328871-001 PBR GALVALUME 26GA PO# 0 Ln# 0	90			SQ	82.00	SQ	7380.00
	** Special Order Item No Returns **							
	04328871-002 FLAT SHEET -GALVALUME PO# 0 Ln# 0	5			SHT	38.99	SHT	194.95
	** Special Order Item - No Returns **							
	04328871-003 SELF DRILLER-SCREW GALVA PO# 0 Ln# 0	8000			each	0.19	each	1520.00
	** Special Order Item - No Returns **							

Order Subtotal	9094.95
Fuel Charge	94.00
Order Tax	409.27
Order Total	9598.22
Available to Ship Total	9598.22
Balance Due	9598.22

By Signing below I am verifying the above product details, pricing, specifications, quantities, accessories and sizes for purchase. I am aware that some or all of these products are a special order. I have checked the order and found it to be correct. I am aware that this order will not be placed until signed and understand that returns or exchanges are not allowed for special orders.

COMPANY: _____

SIGNATURE: _____ with authority to bind the company

PRINTED NAME: _____ DATE:

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