AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Managers Signature; Cont

Action Requested: County Manager Signature

Parties to the Agreement: Chief Construction

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

Summary:

masonry scope of work for CNG

Fiscal Impact: 14,220

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

Finance Review: (●) Required ( ) Not Required

Comments:

Costs to be reimbursed over time via a per unit reduction for Gunnison County use. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/10/2017

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

Comments:

ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 5/10/2017 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/11/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/16/2017

Revised April 2015

AGREEMENT

This Agreement ("Agreement") made effective the 28 day of April, 2017, 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 Chief Construction, whose address is 1045 Fairway Lane, Gunnison, CO 81230 ("Contractor").

RECITALS

Contractor provides services to the Facilities and Grounds Department, for work to be done at the 508 W. Tomichi Ave., Gunnison, CO 81230. In performance of construction services as described in the attached exhibit. (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. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2017, unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

Contractor shall furnish all, labor, supervision, and equipment to commence, diligently pursue, and complete the masonry scope of work as described on Exhibit A (plans), 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.

3. COMPENSATION, BONUS AND EXPENSES.

(a) In exchange for Contractor 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 6 of this Agreement.

4. INDEMNIFICATION.

(a) 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, sub-contractors or agents in connection with this Agreement.

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

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 one hundred fifty thousand dollars for any injury to one person in any single occurrence and in an amount no less than six hundred thousand dollars for any injury to two or more persons in any single occurrence.

6. 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.

7. 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.

8. 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: _____
Chief Const. Inc.
Pres

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.

9. INDEPENDENT CONTRACTOR.

(a) 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.

(b) 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.

10. 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.

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. 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.

13. 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.

14. 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.

15. 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.

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: _____

ATTEST:

_____ Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

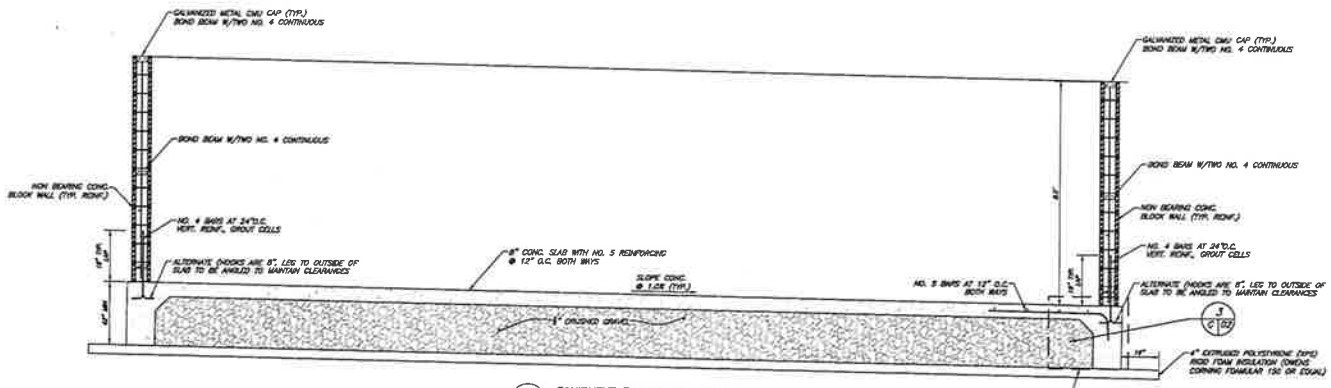
By: _____

CONCRETE NOTES

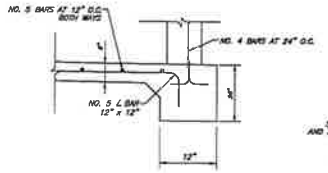
1. CONCRETE SLAB AND THICKENED EDGE SHALL BE PLACED MONOLITHICALLY.
2. CONCRETE SHALL BE MEET THE FOLLOWING MINIMUM DESIGN STANDARDS.
   - 4500 PSI COMPRESSIVE STRENGTH AT 28 DAYS
   - AIR CONTENT 5 – 8 PERCENT
   - SLUMP AT TIME OF PLACEMENT SHALL NOT EXCEED 4"
   - AT MINIMUM, CONCRETE SHALL BE COVERED WITH BLACK CONCRETE BLANKETS FOR 3 FULL DAYS. WEATHER PROTECTION SHALL FOLLOW GUIDELINES OF ACI 306R-16 "GUIDE TO COLD WEATHER CONCRETING."
3. CONCRETE CRACK CONTROL JOINTS SHALL BE SAWCUT AS SOON AS SLAB HAS CURED ENOUGH TO PREVENT ROCKS FROM SPALLING. PLANS SHOW APPROXIMATE LOCATIONS. CRACK CONTROL JOINTS SHALL BE 1-1/4" DEEP.
4. SLAB REINFORCING STEEL SHALL BE GRADE 60 #4 BARS AT 18" CENTERS EACH WAY, CENTERED IN 6" SLAB. LAPS SHALL BE 18". AT SLAB TO THICKENED EDGE PLACE 12" X 12" ANGLE TURNED DOWN INTO THICKEND EDGE AS SHOWN.
5. CONCRETE FINISH SHALL BE A LIGHT BROOM FINISH WITH BROOM MARKS IN THE SAME DIRECTION AS SLAB SLOPE.

CONCRETE MASONRY UNIT (CMU) NOTES

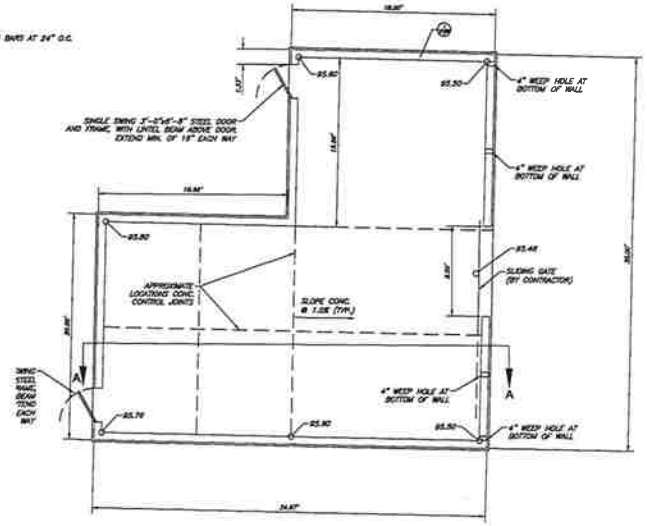
1. UNITS SHALL BE STANDARD CMU BLOCK WALL PLACED IN A COMMON BOND WALL PATTERN WITH CONCAVE TOOLED JOINTS
2. DOWELS SHALL BE PLACED AT 24" ON CENTER IN FOOTING AND BE EXTENDED TO TOP OF WALL. ALL CELLS WITH DOWELS SHALL BE GROUTED FULL
3. BOND BEAMS PLACED AS SHOWN, MID SPAN AND AT WALL TOP. TWO #4 BARS SHALL BE PLACED CONTINUOUSLY IN BOND BEAMS.
4. REINFORCING STEEL IN CORNERS AND AT LAP SPLICES SHALL OVERLAP A MINIMUM OF 84".
5. PLACE A TOTAL OF 4 DRAINAGE SLOTS IN BOTTOM COURSE OF CMU WHERE SHOWN. DRAINAGE SLOTS CAN BE RECTANGULAR SHAPED OR 4" PVC GROUTED INTO THE CMU CELL.
6. CORNERS AND CELLS ADJACENT TO OPENING SHALL BE GROUTED AND HAVE CONTINUOUS REINFORCING.
7. DOOR LINTELS SHALL EXTEND A MINIMUM OF 18" EACH SIDE OF OPENING WITH TWO #4 BARS.
8. MASONRY CAP SHALL BE 24 GAUGE GALVANIZED OR ANODIZED METAL CAP EXTENDING DOWN EACH FACE OF WALL 8" 8", TERMINATING WITH A DRIP EDGE. MASONRY CAP SHALL BE SCREWED TO EDGE OF TREATED 2X8 ANCHORED TO GROUTED CELL BY 3/8" J BOLT AT 48" CENTERS.



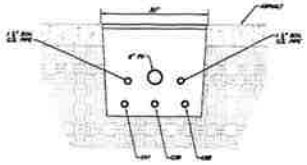
1 / C.02 EQUIPMENT ENCLOSURE SECTION A–A
SCALE: N.T.S.



3 / C.02 CONCRETE EDGE DETAIL
SCALE: N.T.S.



2 / C.02 EQUIPMENT ENCLOSURE – PLAN
SCALE: 1" = 5'



4 / C.02 UTILITY LAYOUT IN TRENCH
SCALE: N.T.S.

Preliminary
Not For
Construction

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgminc.com

Gunnison County
CNG Fill Station / 508 Tomichi Ave,
Gunnison CO

#	Revision	Date	By
1			
2			
3			
4			
5			

Civil Details

Job No.	2016-235.001
Drawn by:	RB/TRB
Date:	3/31/17
QC: JB	PE: JB
File:	CNG Site Plan

C-02

B

Proposal

Page # _____ of _____ pages

Chief Const. Inc.
1045 Fairway Lane
Gunnison, CO. 81230

PROPOSAL SUBMITTED TO: Gunnison County	JOB NAME CNG Fill Station	JOB # 2016-235-01
ADDRESS	JOB LOCATION 508 Tomichi Ave Gunnison	
	DATE	DATE OF PLANS 3-13-17
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for: All materials including: Block, Mortar, Steel, Misc. Components... and all Labor including: Block installation, Bond Beams, Steel Dowells, and Clean-up.

I propose to construct the above project Plumb, square, and True in a speedy and professional manner.

Bid does not include: Concrete Slab/Foundation, Electrical or Gas piping, Door Frames, or any building components not classified "Block wall". Our Refuse will be hauled off site upon completion.

A copy of General Liability and Workmans Comp. will be provided upon Contract acceptance.

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of: $14,220.00

$ Fourteen Thousand, Two Hundred Twenty & 00/100 Dollars

with payments to be made as follows: Due upon Completion in Full.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note — this proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

A-NC3819 / T-3850 09-11