AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Agreement; W. F. Norman Corporation; Repl

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and WF Norman Corporation

Term Begins: 6/6/17 **Term Ends:** 9/30/2017 **Grant Contract #:** 2017-01-021

Summary:

Attached please find a Contract Agreement between the BOCC and WF Norman for the replication of metal ceiling tiles for the Ohio City Town Hall, Phase II, Rehabilitation project.

Fiscal Impact: $10,100.00

Submitted by: Office of the County Attorney **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
This cost is covered in 2017 adopted budget. no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/2/2017

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

Comments:
ok db 6/1/17

Reveiwed by: Discharge Date: 6/1/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2017

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

Agenda Date: 6/6/2017

Revised April 2015

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT ("Contract") is entered into this ___ day of June, 2017, 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 W.F. NORMAN CORPORATION, a Missouri for profit corporation, whose address is 214 N. Cedar, Nevada, Missouri 64772 ("Contractor").

A. RECITALS

The Contractor desires to provide stamping architectural and decorative sheet metal work for the replication of historic tin ceiling tiles for the project titled *Interior and Exterior Rehabilitation of the Ohio City Town Hall, Phase II*.

Gunnison County desires to engage Contractor to provide stamping architectural and decorative sheet metal work for the replication of historic tin ceiling tiles for the project titled *Interior and Exterior Rehabilitation of the Ohio City Town Hall, Phase II* according to this Contract.

B. AGREEMENT

NOW THEREFORE, in consideration of the recitals, mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES.

Contractor shall provide services and shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and to complete the services specifically identified in Appendix "A" attached hereto and incorporated herein by reference ("Services").

2. STANDARDS OF SERVICES.

Services must be provided according to all applicable federal, state and local laws and regulations, Colorado Historical Society preferences and requirements, the *U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties* and other generally accepted standards affecting the Services or the subject matter thereof. All Services shall be performed in a timely manner according to paragraph 5 herein.

3. USE OF MATERIALS.

Gunnison County shall retain all rights to use the metal ceiling tiles produced by Contractor with no additional approval by Contractor.

4. COMPENSATION.

In consideration and in exchange for Contractor's performance of the Services, Gunnison County shall pay Contractor fees in the amount of Ten Thousand One Hundred and No/100 U.S. Dollars ($10,100.00) pursuant to Contractor's Invoice dated May 19, 2017 as identified in Appendix "B" attached hereto and incorporated herein by reference.

Gunnison County shall submit a 50% deposit to Contractor to begin Services in the amount of Four Thousand Nine Hundred Seventy Five and No/100 U.S. Dollars ($4,975.00). The remaining balance for Services in the amount of Four Thousand Nine Hundred Seventy Five and No/100 U.S. Dollars ($4,975.00), along with shipping, which is currently estimated to be in the amount of One Hundred Fifty and No/100 U.S. Dollars ($150.00), shall be paid to Contractor upon completion of Services.

5. TERM AND SERVICE SCHEDULE.

The term of this Contract shall commence on the date this Contract is entered into as set forth above and shall expire upon completion of Services which is currently estimated to be 90 days but in any and all events Services shall be completed by no later than September 30, 2017 ("Term").

No work will or has been done outside of the start and end date of this Contract, and, therefore, no work will or has been done outside of the start and end dates of the State Historical Fund contract start and end dates.

Services shall be completed and delivered pursuant to Appendix "A" attached hereto.

6. INDEPENDENT CONTRACTOR.

A. In carrying out its obligations and activities under this Contract, 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.

7. 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 Contract.

B. This provision shall survive any termination or expiration of this Contract with respect to any liability, injury or damage occurring prior to such termination.

8. SOLE SOURCE CONTRACTS.

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of $100,000, then the following provisions apply:

A. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself , any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

B. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

C. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source

government contract, or public employment with the state or any of its political subdivisions, for three years.

D. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. 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.

10. ADA COMPLIANCE.

The Contractor assures Gunnison County that at all times during the performance of this Contract 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. IMMIGRATION COMPLIANCE CERTIFICATION.

A. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Contract.

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 Contract.

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.

12. MISCELLANEOUS.

A. SEVERABILITY. If any clause or provision of this Contract 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 Contract 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 Contract 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.

13. DELEGATION AND ASSIGNMENT.

This is a contract for services with Contractor and, therefore, Contractor shall not delegate or assign its duties under this Contract 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 Contract shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Contract 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.

15. 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 facsimile or certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, CO 81230

Contractor: W. F. Norman Corporation
214 N. Cedar Street
Nevada, MO 64772

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.

16. GOVERNING LAW.

This Contract 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 Contract shall be in the State District Court governing Gunnison, Colorado.

17. COUNTERPARTS: ELECTRONIC, FACSIMILE TRANSMISSION.

This Contract may be executed by facsimile, electronically 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 and electronic counterparts shall be promptly followed with delivery of original executed counterparts.

18. ENTIRE AGREEMENT.

This Contract 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 Contract as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

W.F. NORMAN CORPORATION,
a Missouri for profit corporation

By: _____
_____

SERVICES
APPENDIX “A”

Our company had been in continuous operation since 1898, more than 119 years now! All down through the years we have specialized in stamping architectural and decorative sheet metal work of many kinds.
On projects like yours, we begin by cleaning and repairing the original old parts as needed. (When they sent us sheet metal work off of the Old Condon Bank in Coffeyville, Kansas where the Dalton Gang met their Maker in a failed robbery attempt, we had to repair bullet holes from the shootout.) Once the parts are clean and repaired, we build a frame around them and pour molding plaster over the part being copied. We pull the plaster impression off of the original sheet metal stamping after it has dried a bit. This plaster mold then has to air-dry for up to 60 days before it is hard enough to “pack in sand”. While the plaster is drying we carve and detail every square inch of it. There can be air bubbles in the plaster, and the details have to be sharpened up so that the detail of the new stampings exactly matches the details of the original.

Once the plaster is dry and hard enough, we do what’s called “packing it in sand”. This is where we take a sand impression of the plaster. We have to pack the sand into the plaster very tightly to take a good, sharp impression of the plaster. If we try to do this when the plaster is still too “green” (soft/damp) we can break the plaster and have to start all over.

We pour our metal die-cast material into the sand mold. We have to make the sand casting because the plaster will not withstand the heat of the molten metal we cast our stamping molds/tooling out of.

Every square inch of the newly cast metal stamping mold has to be detailed by hand with a Dremel Tool, again so that the new stampings exactly match the original stampings. The fresh castings can be a little rough from sand particles and air bubbles. We have to repair all of this, and also smooth the casting so the sheet metal slides in them as easily as possible, so the sheet metal doesn’t grab and tear.

Once the die is 100% ready, we will set up our original drop hammers for a custom run. We will run and re-run each piece, one at a time. We then will hand sheer and bead each individual piece.

As you can see it is quite a process and requires many, many man hours.

To do this for your 3 pieces needed the cost would be $9,950 plus a little shipping to you.

The break down is:
$4500 for the 2x4 die and panels.
$2500 for the 6” molding die and lengths of molding.
$2950 for the cornice die and lengths of cornice.

Lead time would be around 90 days and we do require a 50% deposit to begin, along with the original panels.

Invoice

W.F. Norman Corp.
214 N. Cedar St.
Nevada, MO 64772
Jeremy Akers
417.667.5552

Date:	05/19/2017
Invoice No.:	10123
Due Date:	05/20/2017
Salesperson:	Jeremy
Ship By:	UPS

Bill To:
Gunninson County

Qty	Description	Unit Price	Total
1	Custom 2x4 Panels to match originalsx 25 pieces	$4,500.00	$4,500.00
1	Custom 6"x48" molding to match original x 15 pieces	$2,500.00	$2,500.00
1	Custom cornice to match original x 15 pieces	$2,950.00	$2,950.00

Subtotal	$9,950.00
Shipping	$150.00
Total	**$10,100.00**
Balance Due	**$10,100.00**

Shipping is estimated
Lead time 90 days (approx)
50% deposit to begin- $4975

Please contact us for more information about payment options.

Thank you for your business.