AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for County Manager's Signature; Notice to

Action Requested:

Parties to the Agreement: M-B Companies, Inc. and Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:** 3-08-0030-053-2017

Summary:

Requesting authorization for signature at a later date for M-B Companies contract documents: Payment Bond, Performance Bond, Contract Agreement, and Notice to Proceed.

Fiscal Impact: Included in 2017 Budget

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
The 2017 adopted budget includes the cost of this equipment purchase, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/31/2017

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

Comments:
ok db 8/31/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/31/2017 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/31/2017

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

Agenda Date: 9/5/2017

Revised April 2015

NOTICE TO PROCEED

_____, 2017
M-B Companies, Inc.
1200 Park Street
Chilton, WI 53014

You are hereby authorized to proceed on this date, _____ with the improvements to the Gunnison - Crested Butte Regional Airport, AIP Project No. 3-08-0030-053-2017, for Acquire Snow Removal Equipment (SRE), in accordance with the terms of the Contract Documents and your Contract Proposal. The work shall begin no later than ten calendar days after the date of this notice.

Gunnison County
Gunnison, Colorado

By: _____
Contract Authorized Representative

Phil Chamberland
Name
Chairperson Board of County Commissioners
Title

CONTRACT AGREEMENT

Gunnison - Crested Butte Regional Airport
Gunnison, Colorado

AIP PROJECT NO. 3-08-0030-053-2017

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between Gunnison County, Party of the First Part, hereinafter referred to as the "Owner", and M-B Companies, Inc., Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvement including Schedule I: Acquire 20' Power Broom with All-Wheel Steering and 4x4 Chassis and other incidental work at the Gunnison-Crested Butte Regional Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-13, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Technical Specifications, attached appendices and all documents incorporated by reference. Said "Contract Documents" are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

ARTICLE 5. The Contractor agrees to perform all the work describe in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a notice to proceed and the Contractor further agrees to complete said work within 300 calendar day(s). Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of $500/calendar day(s) shall be paid to the Airport for that time which exceeds the number of Calendar days allowed in this paragraph.

The total estimated cost for AIP project #3-08-0030-053-2017 thereof to be Five Hundred Forty Thousand Six Hundred Thirty-Nine Dollars and 00/100 Cents ($540,639.00).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part	OWNER, Party of the First Part
_____	_____
By: _____	By: Phil Chamberland_____
_____ (Office or Position of Signer)	Chairperson Board of County Commissioners (Office or Position of Signer)
(SEAL)	(SEAL)
ATTEST: _____	ATTEST: _____
_____ (Office or Position of Signer)	_____ (Office or Position of Signer)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That M-B Companies, Inc., as Principal, hereinafter called Contractor, and _____ as Surety, licensed to do business as such in the State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Gunnison County, Gunnison, Colorado, as Obligee, and hereinafter called Owner, in the penal sum of Five Hundred Forty Thousand Six Hundred Thirty-Nine Dollars and 00/100 Cents ($540,639.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Gunnison County for Acquire Snow Removal Equipment (SRE), which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers of equipment employed on the job, and other claimants, for all labor performed in such work whether done for the prime contractor, a subcontractor, the Surety, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Colorado, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used ore reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against the Contractor, against the Surety or its completion contractor, through a subcontractor or otherwise, and, further, if the Contractor shall defend, indemnify and hold Gunnison County harmless from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any conditions legally required to be included in a payment bond on this contract, including but not limited to those set out in the applicable Colorado state section of the Owner Charter, are included herein by reference.

The Surety agrees that, in the event that the Contractor fails to make payment of the obligations covered by this bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim here under stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed and (b) will pay any amounts that are undisputed. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith here under.

While this bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of the Owner, to the use of such party. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Gunnison, Colorado, or in the United States District Court for the 10th District of Colorado.

WAIVER. The said Surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 2017.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture _____
(Signature of sole proprietor or general partner)

B. Corporation _____
Name of Corporate Principal

Attest: _____ By _____
Secretary (affix seal)

SIGNATURE OF SURETY

Name and address of Corporate Surety

_____

_____

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That M-B Companies, Inc., as Principal, hereinafter called Contractor, and _____ as Surety, licensed to do business as such in the State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Gunnison County, Gunnison, Colorado, as Obligee, hereinafter called Owner, in the penal sum of Five Hundred Forty Thousand Six Hundred Thirty-Nine Dollars and 00/100 Cents ($540,639.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Gunnison County for Acquire Snow Removal Equipment (SRE), which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the contract, and, further, shall defend, indemnify and hold the Owner harmless from all damages, loss and expense occasioned by any failure whatsoever of said Contractor and Surety to fully comply with and carry out each and every requirement of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that Contractor shall be and is declared by the Owner to be in default under the Contract, the Owner having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner , and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by the Owner to the Contractor. If the completion contract provides for more rapid payment than the Contract, then Surety shall advance such sums as are needed to make payment as provided in the completion contract and shall recover it from the Owner when payment from the Owner is due.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Gunnison, Colorado, or in the United States District Court for the 10th District of Colorado.
WAIVER. The said surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 2017.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture _____
(Signature of sole proprietor or general partner)

B. Corporation _____
Name of Corporate Principal

Attest: _____ By _____
Secretary (affix seal)

SIGNATURE OF SURETY

Name and address of Corporate Surety

_____

_____

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____