# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:**

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

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

**Summary:**

REG engineering services, phase 2 - completion of engineering for renovation

**Fiscal Impact:**

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

**Finance Review:** (●) Required ( ) Not Required

Comments:
Included in expected project costs, no concerns. ln

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

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

Comments:
Ok db 10/13/17 See: Attorney-client comments.

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 10/13/2017 Certificate of Insurance Required Yes (●) No ( )

**County Manager Review:**

Comments:
During the meeting on 10/17/2017, County Attorney David Baumgarten may discuss necessary changes to the draft provided in the meeting packet.

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 10/13/2017

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 10/17/2017

*Revised April 2015*

# CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT ("Agreement") is made effective the ____ day of _____, 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 East Virginia, Gunnison, Colorado 81230 ("Gunnison County") and RESOURCE ENGINEERING GROUP, INC., a Colorado corporation, whose address is 502 Whiterock Avenue, Suite 102, Crested Butte, Colorado 81224 ("Consultant").

## A. RECITALS

The Consultant would like to provide structural, mechanical, electrical and plumbing engineering services for Phase II of the remodel of the Gunnison County Family Services Building located at 225 N. Pine in Gunnison, Colorado (the "Project").

Gunnison County desires to engage Consultant for the structural, mechanical, electrical and plumbing engineering services for the Project according to this Agreement.

## B. AGREEMENT

NOW THEREFORE, in consideration of the recitals above 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 June 30, 2018 unless sooner terminated or replaced as provided herein ("Term").

### 2. SERVICES.

During the Term of this Agreement Consultant shall furnish all labor, supervision, and equipment to commence, diligently pursue, and substantially complete the Project according to the Scope of Work as more specifically identified in Consultant's SMEP Proposal dated May 11, 2017 attached hereto and incorporated herein by reference as Attachment "A" ("Services"). Consultant shall work collaboratively with the Construction Manager – General Contractor for the Project to provide Services within the constraints of the Project Budget as identified and preapproved in writing by Gunnison County.

All Services shall be performed in a timely manner and in accordance with generally accepted standards for Consultant's profession and all applicable federal, state and local laws and regulations, ordinances and codes affecting the Services or the subject matter

thereof. Consultant has made itself informed of, and acknowledges the Project conditions. Consultant further understands and 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.

Any proposed changes and/or amendments to the Services identified in Attachment "A" shall be submitted in writing to Gunnison County and shall not be permitted without prior written approval of Gunnison County.

3. COMPENSATION AND EXPENSES.

In exchange for Consultant's performance of Services Gunnison County shall pay Consultant fees as identified in the Attachment "A", which fees are for the entirety of both Phases I and II ("Compensation"). Any fees that may exceed those identified in Attachment "A" must receive prior written consent by Gunnison County.

Compensation shall be determined by the following labor rates for engineers to be calculated as follows:

| Engineer | Hourly Rate |
|---|---|
| Project Engineer | $125.00 |
| Senior Project Engineer | $150.00 |
| Principal Engineer | $175.00 |

The Compensation shall compensate Consultant for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, EXCEPT for expenses for travel, shipping and reproduction costs incurred for performance of Services. Expenses shall be billed at cost with no markup. Mileage rates shall conform according to the current IRS rate.

Compensation and expenses for Services shall be paid by Gunnison County within thirty (30) days upon receipt of Consultant's invoice. Payments shall be mailed to: Resource Engineering Group, Inc., PO Box 3725, Crested Butte, CO 81224.

4. INSURANCE.

Consultant agrees that at all times during the Term of this Agreement that Consultant 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, Consultant 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 Consultant during the term of this Agreement.

B. Comprehensive General Liability Insurance or the equivalent, to include errors and omissions, 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.

5. INDEPENDENT CONSULTANT.

A. In carrying out its obligations and activities under this Agreement, Consultant is acting as an independent Consultant and not as an agent, partner, joint venture or employee of Gunnison County. Consultant does not have any authority to bind Gunnison County in any manner whatsoever.

B. Consultant acknowledges and agrees that Consultant is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Consultant is obligated to pay federal and state income tax on any moneys paid which are related to the Services.

6. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Consultant and, therefore, Consultant 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.

7. IMMIGRATION COMPLIANCE CERTIFICATION.

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

B. Consultant certifies that Consultant has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

C. Consultant 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. Consultant 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. Consultant agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

8. INDEMNIFICATION.

A. Consultant 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 of Consultant 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.

9. 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, Consultant shall be entitled to compensation for Services performed prior to the date of termination.

Gunnison County shall have the right to stop work at any time for any reason and shall also have the ability to self-perform any portion of the Services.

10. 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: | Matthew Birnie, County Manager<br>Gunnison County<br>200 E. Virginia<br>Gunnison, CO 81230 |
| Consultant: | Resource Engineering Group, Inc.<br>PO Box 3725<br>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.

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. 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 County, Colorado.

13. COUNTERPARTS: ELECTRONIC TRANSMISSION.

This Agreement may be executed and sent electronically and/or in any number of counterparts, any or all of which may 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 electronic counterparts shall be promptly followed with delivery of original executed counterparts.

14. 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: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

RESOURCE ENGINEERING GROUP, INC.,
a Colorado corporation

By: _____
August Hasz, President