AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Flat Rate Inspection Service Agreement

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County / Gunnison Crested Butte Regional Airport and Alternative Elevations, LLC

Term Begins: 1/1/2019 **Term Ends:** 12/31/2021 **Grant Contract #:**

Summary:

Inspection agreement with Alternative Elevations to perform annual safety inspections on the Terminal elevator as required by the State of Colorado

Fiscal Impact: $175.00 per Inspection

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

Finance Review: (●) Required ( ) Not Required

Comments:
This company is providing annual safety inspections for Airport and other County building elevevators for the cost of $175 each. This locks in same price through 2021. I have no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/23/2018

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

Comments:
ok db 8/29/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/29/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/29/2018

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

Agenda Date: 9/4/2018

Revised April 2015

Alternative Elevations, LLC,
a Colorado limited liability company
P.O. Box 469
Granby, CO 80446
(970) 485-4151
E-mail: altelev.wayne@gmail.com
bethaltelev@gmail.com

FLAT RATE INSPECTION SERVICE AGREEMENT

JOB NAME: Gunnison Regional Airport DATE: 4/19/18

SUBMITTED TO: Daryl Fry, (Client)

PHONE: 970-642-7384,

ADDRESS: 200 E Virginia Gunnison CO 81230,

STREET, MAILING, CITY, STATE, ZIP

JOB LOCATION: 711 Rio Grande Gunnison CO 81230, (Legal)

OWNER (if different): Gunnison County

SERVICES:

To Perform the Annual Elevator Safety Inspections Required by the State of Colorado

INITIAL TERM: 2019 **THROUGH AND UNTIL:** 2021

SERVICE FEE: $ 175.00 **PER INSPECTION**

1. Any deviations or modifications from the above described Services, involving extra costs and/or time for Alternative Elevations, LLC, (AEL), will be reduced to written change orders signed by the parties. Such executed change orders shall be incorporated into this Agreement for terms.

2. Client acknowledges that AEL provides inspection and regulatory compliance verification services only, and is not responsible for any maintenance or repairs to Client's equipment.

3. The Service Fee is due immediately in full upon completion of the Services, or as invoiced by AEL, whichever is sooner. Such invoices shall be incorporated into this Agreement for terms. Upon default of any payment due, default interest shall accrue at 18% per annum until cured. Additionally, AEL reserves all other legal remedies, including but not limited to the right to withhold the Final Acceptance documentation necessary to obtain a Certificate of Operation, and/or cease all future Services until such cure is made.

4. AEL shall provide proof of liability insurance coverage upon request. Client hereby waives claims against AEL for consequential damages arising out of or relating to this Agreement. This waiver includes, but is not limited to, damages incurred by Client for loss of use.

5. AEL's completion of the Services is conditioned upon limitations of access, unforeseen changes in requirements by regulatory agencies, acts of God, or other reasons not under the control of AEL. AEL shall not be responsible for Client's compliance with non-licensing requirements, including but not limited to requirements mandated by landlords, property managers, and/or owners' associations.

6. The parties acknowledge and agree that AEL, its employees, agents and/or sub-contractors are not entitled to any worker's compensation or unemployment benefits from Client hereunder. This Agreement shall not create a joint venture, partnership, employer/employee relationship or any relationship except for that of Client and independent contractor.

7. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination by Client, Client shall pay AEL for all Services performed and reimbursable expenses due up to the date of termination.

8. This Agreement sets forth the entire transaction between the parties, any and all prior agreements, warranties or representations made by either party are superseded by this Agreement. All changes in this Agreement shall be made by a separate document executed by the parties. In the event of any litigation, arbitration or other dispute resolution method, the substantially prevailing party shall be entitled from the breaching/defaulting party to an immediate award of all costs incurred, including prejudgment and post judgment attorney's fees.

9. This Agreement shall not be assigned by either party without the prior written consent of the other party.

10. Time is of the essence hereunder. A copy of this Agreement may be executed by each party, separately and/or by e-mail or facsimile, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties. This Agreement shall be governed by the laws of Colorado. The Grand County District Court shall have jurisdiction over this Agreement and any legal proceedings brought to enforce any of the terms hereof shall be brought in such court.

Please sign and date, confirming your acceptance of this proposal. Thank you.

SUBMITTED BY:

Alternative Elevations, LLC,
a Colorado limited liability company

By Wayne A. Martin
Wayne A. Martin, Member

THIS PROPOSAL MAY BE WITHDRAWN, AT AEL's SOLE DISCRETION, AT ANYTIME UNLESS FIRST ACCEPTED. THIS PROPOSAL WILL TERMINATE ON 12/31/21, UNLESS PREVIOUSLY WITHDRAWN OR ACCEPTED.

ACCEPTANCE OF PROPOSAL: THE ABOVE RATES, SPECIFICATIONS, TERMS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. AEL IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. I AM AUTHORIZED TO ENTER INTO THIS AGREEMENT.

Signature: _____

_____
(print name)

Signature: _____

_____
(print name)

Date of acceptance: _____