AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Colorado Hazard Control; Asb

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Remediation services to remove and contain asbestos containing soils in the crawlspace of the Blackstock building

Fiscal Impact: 47,338

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

Finance Review: (●) Required ( ) Not Required

Comments:
Can be covered with sales tax, may need a budget amendment request. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/1/2020

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

Comments:
ok db 10/7/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 10/7/2020 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/16/2020

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

Agenda Date: 10/20/2020

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 1ST day of October, 2020, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Colorado Hazard Control , whose address is 80 N Fabrication Dr Pueblo West, CO 81007 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Asbestos Abatement/Vapor Barrier install ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("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. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". 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.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on Oct 30, 2020, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Energy Efficiency strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed forty-seven thousand three hundred thirty eight and No/100 U. S. Dollars ($47,338.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

(IF THE TERM IS FOR MORE THAN 1 YEAR: 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 pursuant to paragraph 14 of this Agreement.)

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 for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00).
c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

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.

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.

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, subcontractors or agents in connection with this Agreement.

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

8. SOLE SOURCE CONTRACTS. (ONLY USE ON CONTRACTS $100,000 or more.)

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 to not 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. 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.

11. ADA COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement 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.

12. 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.

13. 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.

14. 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.

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 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: Colorado Hazard Control, LLC
80 N. Fabrication Dr.
Pueblo West, CO 81007

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 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 of Colorado District Court, Gunnison County, Colorado.

17. 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.

18. 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 above written.

19. PUBLIC RECORD

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

Scott Nelson Branch manager

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

COLORADO HAZARD CONTROL LLC

Appendix A

PROPOSAL

Proposal No. SP278A

Date: September 23, 2020

County of Gunnison
7625 W highway 50
Salida, Colorado 81201

Telephone No. 970 641-8562
E-Mail jcattles@gunnisoncounty.org

Project: Gunnison County Bldg.
221 Wisconsin Ave. Gunnison, CO
Crawlspace Clean Out/Install Vapor Barrier

We hereby submit specifications and estimates for:

Colorado Hazard Control, LLC is pleased to provide you with pricing for your asbestos abatement needs. This proposal is for the stabilization of soils containing a trace of asbestos (less than1%) and the installation of a 10-mil polyethylene vapor barrier. This work will be completed in the south 3 sections of the crawlspace approximately 8,018 sq ft. The northern section tested negative and will only have the 10-mil polyethylene vapor barrier installed. This work will be completed with in a HEPA filter negative airflow containment. CHC will set up containment clear ant debris from the crawlspace, spray area with MAG Chloride, install vapor barrier.

Additional Clarifications -- The scope of work will include the construction of a regulated work area to as required for this removal activity. The provision of necessary equipment, labor, materials permitting and disposal of the generated wastes as asbestos containing waste is included in the scope of work. Power, water and heat necessary to facilitate abatement activities to be provided by the owner. The pricing for the removal of the identified materials is based on removal methods commonly employed which may not be currently approved by the Colorado Department of Health Air Pollution Control Division (Division). Unique or new requirements being frequently mandated which is occurring from the Division may require additional funding.

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

South Sections:	$39,685.00
North Sections:	$7,653.00

Payment to be made as follows: 100% payment upon completion of project phases or line items with monthly progress invoicing on projects lasting more than thirty (30) calendar days. All invoicing will be due upon receipt.

County of Gunnison
Proposal No. SP278A
September 23, 2020
Crawlspace Clean Out/ Install Vapor Barrier – 221 Wisconsin Ave, Gunnison, CO

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The above detailed scope of work was based solely on information provided by others and was not intended to identify existing additional asbestos / mold / lead containing or contaminated materials. Pricing in this proposal includes insurance coverage of 2,000,000.00 General Liability, 2,000,000.00 Professional and Pollution Liability, 1,000,000.00 Auto, 1,000,000.00 Workman's Comp and 5,000.000.00 excess liability. Additional insurance will require additional funding. Unless otherwise specifically noted, Colorado Hazard Control, LLC was not contracted to investigate, inspect, interpret, identify or delineate any additional areas or materials as a portion of this scope of work. Colorado Hazard Control, LLC is therefore not liable for other materials or areas not identified in the above scope of work. It is important to note; the above referenced remediation project will only serve to help prevent the return of mold contamination within the affected space. Only through proper maintenance of existing systems, routine inspections and ongoing corrective measures will the return or further growth be prevented. Colorado Hazard Control, LLC cannot be held responsible for damage to the structure, the growth of molds and the possible cross contamination from concealed areas within the, or adjacent to, the affected space. Due to multiple factors beyond our control, no warranties, guaranties or assurances are expressed or implied as a portion of our work and the prevention of further mold growth. Owner is required to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Project acceptance and authorization to proceed must be in writing and may require additional contract documents before any work may begin on this project. The signing and return of this proposal do not constitute a formal and binding contract unless accepted and approved by Colorado Hazard Control, LLC. Formal project permitting requests or acquisition shall not infer or constitute project / work acceptance or authorization to proceed. This service if offered or requested is provided as an additional service to reduce upfront project delays and assist with time constraints only. Services offered but not chosen to be completed, may affect project outcome. Colorado Hazard Control, LLC cannot be responsible for the final project when specific activities are recommended but are not chosen to be performed.

Authorized Signature Scott Nelson

Scott Nelson – Branch Manager

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. Colorado Hazard Control, LLC is authorized to do the work as specified. It is agreed, (1) all payments will be made as detailed above, (2) all invoices not paid as detailed above will be charged interest accruing at a rate of three point seventy five percent (3.75%) compounded monthly on any past due invoiced amounts and (3) if Colorado Hazard Control, LLC institutes any legal proceeding, action, or suit to collect any past due invoice(s) for work performed under this proposal, all Colorado Hazard Control, LLC incurred collection agency and/or attorneys fees in such proceeding, action or suit or in any appeal thereon will be reimbursed and shall become an additional amount above the stipulated proposal amount. Signature below accepts and agrees to the following:

1. -- The proposal / quotation amount and stipulations.
2. -- The terms.
3. -- Providing your authorization to allow Colorado Hazard Control, LLC to sign all waste disposal manifests on your behalf.
4. -- The acknowledgement you are authorized to approve this work / payment of project related invoicing.
5. -- Payment will be made as stipulated above by you, regardless of the reimbursement of costs of services and fees, from insurance companies, responsible parties or other related individuals or organizations.

Authorized Signature: _____ Date of Acceptance: _____

Printed Name: _____ Title: _____

Authorized Signature: _____ Date of Acceptance: _____

Printed Name: _____ Title: _____