AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Consent 08 - Consulting Services Agreement; Resource Engineering Group, Inc.; Mechanical Engineering on Energy Efficiency Projects

Action Requested: County Manager Signature

Parties to the Agreement: Resource Engineering Group

Term Begins: 3/3/2015 **Term Ends:** 3/3/2016 **Grant Contract #:**

Summary:
This is an agreement for hourly consultancy services with REG for mechanical engineering consulting with Facilities on energy efficiency projects primarily in modifying and adjusting mechanical systems for greater efficiency. Consultants will advise on functional changes as well as code compliance and space comfort.

Fiscal Impact: will be paid from Facilities adopted budget

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/24/2015

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 2/24/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 2/25/2015

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

Agenda Date: 3/3/2015 Follow Up Agenda Date:

Revised April 2013

CONSULTING SERVICES AGREEMENT

This Agreement is effective as of 03/01/~~2014~~ 2015 between **Board of County Commissioners of Gunnison County** (hereafter referred to as "Client") and **Resource Engineering Group, Inc.** (hereafter referred to as "Consultant", having its principal place of business at 502 Whiterock Avenue, Suite 102, Crested Butte, Colorado 81224.

1. Services

a. The scope of services to be performed and any associated deliverables and schedules are described in Attachment A.

2. Compensation

a. Client shall pay Consultant in accordance with the fees described in Attachment B for services specified in Attachment A.
b. Consultant shall be reimbursed for reasonable expenses incurred during the project period, including travel and reproduction costs.
c. Invoices will be sent from Consultant to Client at the end of each month for work performed that month. Payment for Services and expenses shall be due upon receipt of invoices. If the invoice is not paid upon receipt, Client agrees to pay all costs of collection, including attorney fees, interest at a rate of 18% per annum (compounded monthly) on balances past due 60 days or more, and principal engineer's time spent on collection at the hourly rates described below.
d. Payment shall be addressed to: Resource Engineering Group Inc., P.O. Box 3725, Crested Butte, CO 81224.

3. Term of Agreement

a. This Agreement shall be effective from the date stated above and until the date of completion of services, unless sooner terminated by either party as stated in Paragraph 4.
b. Unless authorized in writing by Consultant prior to the delivery of services, services requested by Client and not expressly described in Attachment A are out of the scope of this Agreement and shall be billed at the rates in Attachment B. These additional services shall be billed only if authorized in writing by Client.
c. The terms and conditions of this Agreement shall survive termination of the Agreement or completion of Services.

4. Termination of Agreement

a. Either party may terminate this agreement, with 30 calendar days' notice, by notifying the other party in writing.
b. Upon termination of this Agreement, Consultant shall provide a written report of the status of all work then in progress, and an invoice for all services and expenses incurred through termination.

5. Standard of Care

a. Consultant represents that services provided under this agreement shall be performed in accordance with professional standards of care applicable in the State of Colorado. No warranty is expressed or implied by this agreement (warranties apply to products rather than services).

6. Notices

a. All notices shall be in writing and sent by mail to the following address:

Client
Board of County Commissioners of Gunnison County
200 E. Virginia
Gunnison, CO 81230
jcattles@gunnsioncounty.org
970-641-8560 Ph

Consultant
Resource Engineering Group, Inc.
P.O. Box 3725
Crested Butte, CO 81224
hasz@reginc.com

970-349-1216 Ph / 970-349-1218 Fax

7. Miscellaneous

a. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Colorado.
b. This instrument contains all of the agreements, understandings, representations, terms, and conditions made between the parties. Unless set forth in this agreement, neither party shall be liable for any representations made, and all modifications and amendments to this Agreement must be in writing.
c. If a dispute requiring a legal proceeding for resolution arises between Client and Consultant, Client consents to the jurisdiction of the Gunnison County Courts.

8. Limitation of Liability

a. To the maximum extent permitted by law, the Client agrees to limit the liability of Consultant and its owners, officers, directors, and employees to the sum of $50,000 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Consultant's services shall not subject individual owners, officers, directors, or employees to any personal liability to Client. Client agrees that its sole and exclusive remedy for any claim arising out of the services of Consultant shall be against Consultant and not against any individual owners, officers, directors, or employees.

9. Execution

a. The Parties hereby execute this Agreement to be effective as of the date first above written.

Resource Engineering Group, Inc.

By:_ _____ Dated:_____03/13/~~14~~ 15_____
J. August Hasz, President

Client

By:_____ Dated:_____
_____, _____
Name, Title (Please print clearly)

Attachment A: Scope of work

Engineering Consulting for various projects as requested by Client. For individual projects, Task Orders may serve as amendments to this agreement, including scope of work and fee arrangement (hourly with estimate, fixed fee, etc.) as negotiated by Client and Consultant.

Attachment B: Fee Schedule

We will perform this work on an hourly basis, plus expenses, at the following rates:

Project Engineer	$120/hour
Senior Project Engineer	$140/hour
Principal Engineer:	$160/hour

Travel is billable at full rates, unless other arrangements are made. Mileage rate is $0.75/mile.
Expenses (such as shipping, reproduction and travel) billed at cost with no markup.
Travel costs including hotel, mileage, and airfare billed directly; per-diem (meals and other incidentals) billed at $50/day/engineer. Travel costs shared with other projects when travel is for multiple projects. Unless specifically included in the scope of work described above, subcontractors performing additional services are reimbursable with no markup.