AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Con

Action Requested: County Manager Signature

Parties to the Agreement: Spallone

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

Summary:

Trenching for electrical

Fiscal Impact: $5,562

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/1/2017

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

Comments:
ok db 6/1/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/1/2017 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2017

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

Agenda Date: 6/20/2017

Revised April 2015

AGREEMENT

THIS AGREEMENT is made effective the 13th day of June, 2017, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and Spallone Construction, Inc., a Colorado corporation, whose address is: 145 Chinook Trail, Gunnison, CO 81230 ("Contractor").

A. RECITALS

The Contractor would like to provide services for the installation of an electric line for the CNG Fill Station located at 508 W. Tomichi Ave., Gunnison, CO 81230 and as identified on the Civil Site Plan titled: "*Gunnison County CNG Fill Station/508 Tomichi Ave, Gunnison CO*", prepared by SGM, dated March 21, 2017 attached hereto and incorporated herein by reference as Exhibit "A".

Gunnison County desires to engage Contractor for the installation of an electric line for the CNG Fill Station located at 508 W. Tomichi Ave., Gunnison, CO 81230 and as identified on the Civil Site Plan attached hereto as Exhibit "A" according to this Agreement.

B. AGREEMENT

NOW THEREFORE, in consideration of the Recitals 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 December 31, 2017, unless sooner terminated or replaced as provided herein ("Term").

2. SCOPE OF SERVICES.

Contractor shall furnish all, labor, supervision, and equipment to commence, diligently pursue, and complete the scope of work as follows and further identified in Exhibit "A" ("Services"):

A. Scope of Work:

1. Trench for electrical service from transformer in alley to CNG pad site on west side of pad. Trench will conform with all electrical code

standards for depth, backfill, marking, and any other electrical service trench requirements.

2. Trench from priority panel location on south side of CNG pad site to new dispenser location east of the existing south dispenser. Trench shall conform to construction documents.

3. Patch asphalt cut during trenching activities as well as asphalt cut for gas service on 14th street. Asphalt patches on street shall conform with the City of Gunnison street standards.

B. 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. Contractor is responsible for all site safety related to the scope of work including signage, traffic control, and supervision. Contractor is responsible for locating all underground services and planning work to avoid damage to existing underground services.

3. <u>COMPENSATION, BONUS AND EXPENSES.</u>

In exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees not to exceed Five Thousand Five Hundred Sixty One and 25/100 U.S. Dollars ($5,561.25) as more specifically set forth in Exhibit "B" titled: "*County Electric Line-Gunnison Tire*" attached hereto and incorporated herein by reference ("Compensation").

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

4. <u>INDEMNIFICATION.</u>

A. 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, 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.

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 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.

6. 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 line items outlined in Exhibit B.

7. 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.

8. 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 Gunnison County 200 E. Virginia Gunnison, CO 81230
Contractor:	Spallone Construction, Inc. PO Box 1145 Gunnison, CO 81230

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.

9. INDEPENDENT CONTRACTOR.

A. 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.

B. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

SPALLONE CONSTRUCTION INC.,
a Colorado corporation

By: _____
Nicholas G. Spallone

Exhibit "B"

COUNTY ELECTRIC LINE-GUNNISON TIRE

GENERAL	UNIT	QNTY	RATE	TOTAL
ELECTRIC TRENCH TO VIRGINIA	LF	100	$11.50	$1,150.00
TRENCH TO PUMP ISLAND	LF	85	$18.25	$1,551.25
ASPHALT CUT	LF	170	$3.00	$510.00
PLATES	LS	1	$750.00	$750.00
ASPHALT PATCH-EST FOR COUNTY	SF	200	$8.00	$1,600.00
TRAFFIC CONTROL	LS	0	$550.00	$0.00
TOTAL BASE BID -				**$5,561.25**