AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Christopher Klein Constructi

Action Requested: County Manager Signature

Parties to the Agreement: Christopher Klein Construction

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

Summary:

Contract for pre-construction design/build services.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. Included in cost of project. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/19/2017

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

Comments:
ok db 7/21/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/21/2017 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jost Discharge Date: 7/21/2017

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

Agenda Date: 7/25/2017

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is made effective the 1st day of July, 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 CHRISTOPHER KLEIN CONSTRUCTION, INC., a Colorado corporation, whose address is 487 Blackfoot Trail, Gunnison, Colorado 81230 ("Contractor").

A. RECITALS

The Contractor would like to provide preconstruction management and design services working collaboratively with Resource Engineering Group, Inc., for structural, mechanical, electrical and plumbing engineering development and design for Phase I - Schematic Design through Design Development for the remodel of the Gunnison County Family Services building located at 225 N. Pine in Gunnison, Colorado (the "Project") as more specifically identified in the Scope of Work attached hereto and incorporated herein by reference as Attachment "A" ("Services").

Gunnison County desires to engage Contractor to provide Services for the Project according to the terms and conditions of this Agreement.

B. AGREEMENT

NOW THEREFORE, in consideration of the recitals above and the terms and conditions 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.

Contractor shall furnish all, labor, supervision, and equipment to commence, diligently pursue, and substantially complete the Services during the Term of this Agreement. Contractor shall work collaboratively with Resource Engineering Group, Inc.to provide Services for the Project 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 Contractor's profession and all applicable federal, state and local laws and regulations, ordinances and codes affecting the Services or the subject matter thereof. Contractor has made itself informed of, and acknowledges the Project conditions. Contractor 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 Contractor's performance of Services Gunnison County shall pay Contractor fees not to exceed Ten Thousand and No/100 U.S. Dollars ($10,000.00) ("Compensation") without prior written consent by Gunnison County.

Compensation shall be determined by the following preconstruction labor rates to be calculated as follows and be identified in Contractor's invoices:

Laborer	Hourly Rate
Owner/Primary Contact	$70.00
Project Manager	$70.00
Administrative	$45.00
Carpenters	$65.00
Apprentice Carpenters	$55.00
Other Laborers	$45.00

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, EXCEPT for costs incurred for materials, equipment and subcontractors which shall be billed at cost plus fifteen percent (15%).

Compensation and expenses for Services shall be paid by Gunnison County within thirty (30) days upon receipt of Contractor's invoice. Payments shall be mailed to: Christopher Klein Construction, Inc., 487 Blackfoot Trail, Gunnison, Colorado 81230.

4. 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, 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 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 which are related to the Services.

6. 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.

7. 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.

8. INDEMNIFICATION.

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 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.

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, Contractor 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 Gunnison County 200 E. Virginia Gunnison, CO 81230
Contractor:	Christopher Klein Construction, Inc. 487 Blackfoot Trail Gunnison, Colorado 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.

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

CHRISTOPHER KLEIN CONSTRUCTION, INC.,
a Colorado corporation

By: Christopher Klein, President 7/14/17
Christopher Klein, President

CHRISTOPHER KLEIN CONSTRUCTION, INC.
CORPORATE
SEAL
Gunnison, Colorado