

RESOLUTION NO. 52-98

A RESOLUTION APPROVING A CONTRACT WITH THE BSG GROUP AND BRUCE SNELL FOR PROFESSIONAL SERVICES FOR THE CITY OF GRAND JUNCTION

WHEREAS: The Fire and Public Works and Utilities Departments have identified the need for professional services to assist their organizational development efforts; and

WHEREAS: The Bruce Snell program entitled the “4 Barriers to Quality” or Base Work Systems 2000 has been evaluated and initiated on a test basis by these two departments; and

WHEREAS: It is the recommendation of the City Manager and the two departments to enter into an agreement, attached as Exhibit A, for professional services for the next two years not to exceed \$72,000; and waiving the purchasing manual requirements for such purchases.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION: That,

(a) That in order to take advantage of the services of Bruce Snell and the BSG Group the purchasing manual procedures for professional services and sole source purchasing, section 10, and section 14 is hereby waived.

(b) The City Manager is hereby directed to enter into the professional services contract with Bruce Snell and the BSG Group in substantially the form attached hereto and made a part hereof.

PASSED and ADOPTED this 19th day of August, 1998.

Attest:

/s/ Janet L. Terry
President of the City Council

/s/ Stephanie Nye
City Clerk



SERVICE AGREEMENT FOR INDEPENDENT CONSULTANT

This Service Agreement is made and entered into this 28th day of September 1998 is effective as of March 1, 1998. This agreement is by the City of Grand Junction, 250 North 5th Street, Grand Junction, Colorado 81501, herein known as CITY, and, BSG International, a Delaware corporation authorized to do business in Colorado, herein known as CONSULTANT.

Article I: Term of Agreement

This Agreement for Services shall begin on March 1, 1998, and continue until February 28, 2000, unless sooner terminated for any reason by written notice of termination by either party to the other. Such notice shall become effective upon personal service, or mailing to the address of the other, postage prepaid. In the event of termination, compensation shall be paid by City to Consultant for service provided prior to date of termination.

Article II: Duties -- Relationships between Parties

2.1 Consultant Services: Consultant shall perform services on the behalf of the City of Grand Junction Fire, Public Works, and Administration Departments as specified:

- a. **Project Identification:** Implementation of "4 Barriers to Quality" concepts and procedures as identified in Scope of Services.
- b. **Scope of Services:** Consultant will perform Consulting Services on the "Four Barriers to Quality" program as discussed and presented by Consultant to the City. Services will include:

It is understood that the "BaseWork 2000" program is designed to assist the City in implementing quality service systems. "BaseWork 2000" is based on four quality barriers and establishes systems and procedures in a "50 step" program implementation process. The four quality barriers include 1) Fear of expression/action; 2) Lack of written/oral communication; 3) Lack of procedure/process; and 4) Lack of training. The Consultant shall provide and assist in implementation of a system and processes designed to eliminate the aforementioned issues and to assist participating Departments in increasing service quality through active participation of all employees.

The Consultant will provide and be responsible for training 18% of Fire, Public Works, and Administration employees (City Manager's Office) in "BaseWork Systems 2000" concepts and procedures. The training will use a train-the-trainer approach. City employees who receive training will be responsible for training the remaining City employees and for assisting with the implementation of the developed systems and procedures.

“BaseWork Systems 2000” concepts and procedures will be developed with the on-going assistance of the Consultant over the twenty-four (24) month specified time frame. Concepts and procedures will include:

- A review of and identification of issues/problems with existing organizational structures
- Detailed definition/identification of specific roles/responsibilities/duties of all applicable positions (known as “Work Centers”)
- Development of an organizational structure agreement which details roles/responsibilities/duties of applicable positions
- Identify, document, and establish work level teams
- Schedule team training processes, times, and locations
- Provide oversight, assistance, and documentation on “BaseWork Centers”
- Assist in identification, development, documentation, and implementation of processes and/or steps resulting from program initiatives
- Train selected personnel on the “Four Barriers to Quality” problem solving process
- Assist participating Departments with implementation of a communication tool know as “quality issues”, which is designed to facilitate open communication
- Assist participating Departments with processes/procedures used to effectively brainstorm for and identify solutions to problems/issues
- Facilitate and assist participating Departments in developing task teams
- Assist with development and implementation of a system to review progress with program implementation

The Consultant will provide a minimum of ten hours of on-site formalized training per month. This training will be provided to employees of the Fire Department, the Public Works/Utilities Department and the Administration Department (City Manager’s Office). Employees participating in this training will be determined by the Fire Chief, the Public Works/Utilities Director and the City Manager with the assistance of the Consultant. Formalized training will occur on the first Tuesday of each month and will be provided in two hour increments at predetermined times and locations.

The Consultant will use the “train the trainer” approach. In addition to the monthly formal training the Consultant will provide monthly consulting services to the steering committee and will provide on-going consulting to in-house trainers and team leaders and for employee quality issues. It is expected that these services will require approximately 30 hours per month of direct services by the BSG Group.

The Consultant will attend and actively participate on a steering committee comprised of participating City Department Directors and other appropriate City personnel. The steering committee will meet the first Wednesday of each calendar month at predetermined times and locations. The Consultant will be responsible for assisting the steering committee with program implementation

and will help the committee in identify, resolve and/or remove barriers to program implementation.

The Consultant shall provide a complete set of BaseWork Systems 2000 training and guidance materials for the Personnel Manager as well as the Fire Chief, Public Works/Utilities Director and the City Manager.

The Consultant shall provide a twenty-four (24) hour per day, 365 day per year point of access for participating City employees to submit “quality issue forms” and/or contact the consultant with questions relating to program implementation. The Consultant will make initial contact with person(s) who submit “quality issues” within 24 hours. Initial contact is intended to establish a time line and process for addressing “quality issues.” The Consultant will be responsible for maintaining records relating to “quality issues” to include recommendations on resolution.

The Consultant shall supply the City with at least one copy of all training materials. Additional copies needed for training will be duplicated at the City’s sole expense. Reimbursement for any other miscellaneous materials such as binders and tabs shall be subject to the City Manager’s approval.

- 2.2 Consultant Status: It is expressly acknowledged and understood by both parties that nothing contained in this Agreement shall result in, or be construed as establishing employment relationship. The Consultant shall perform as an independent contractor; the Consultant shall not be eligible for any benefits or be subject to the rules and procedures contained in the City’s Personnel Manual applying to City employees.
- 2.3 Authority of City’s Project Coordinator: The Project Coordinator shall be assigned as the City’s representative, authorized to act on behalf of the City with respect to this project. The Project Coordinator will be a City employee empowered by the City Manager to administer this Agreement. The Project Coordinator shall render decisions in a timely manner pertaining to the work proposed and performed by the Consultant in order to insure the orderly and sequential progress of the Consultant’s services.

Article III: Legal Relations and Responsibilities to the Public

- 3.1 Insurance:
 - 3.1.1 The Consultant shall carry the following minimum insurance with the City as a named insured with primary coverage as respects the same, containing a severability of interests provision. Consultant shall not be relieved of any liability, claims, demands or other obligations by reason of its failure to procure or maintain insurance in sufficient amounts, durations and types.

A. Workers' Compensation and Employer's Liability Including Occupations disease coverage in accordance with scope and limits as required by the State of Colorado.

B. Commercial General Liability, "occurrence form," with minimum limits of FIVE HUNDRED THOUSAND (\$500,000) combined single limit, per occurrence for bodily injury, personal injury and property damage.

C. Commercial Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND (\$500,000) combined single limit per accident.

3.1.2 Consultant shall provide the City with certificates evidencing the existence of required insurance. The certificates of insurance shall contain valid provisions or endorsements stating, "The insurance coverage under these policies will not be canceled or otherwise terminated without first giving thirty (30) days prior written notice to the City of Grand Junction Risk Manager, 250 North 5th Street, Grand Junction, Colorado, 81501.

3.2 Termination and Assignment of Agreement:

3.2.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement without liability, or, in its discretion to deduct from the price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2.2 The City may for any reason whatsoever terminate performance under this Agreement by the Consultant for convenience. The City shall give the Consultant a written termination notice specifying when termination becomes effective. In the event of termination, compensation shall be paid by City to Consultant for service provided prior to date of termination.

3.3 Disputes:

Except as otherwise provided in this Agreement, any dispute concerning a question of fact or law arising under this Agreement which is not disposed of by the terms of the Agreement, shall be decided, governed, construed and interpreted in accordance with the laws of the City of Grand Junction, Mesa County, and the State of Colorado.

3.4 Sub-Consultants:

The Consultant may retain sub-contractors on an “as required” basis, provided that the sub-contractors selected and the rates to be paid are subject to prior written approval by the City. The Consultant shall not incur cost, expense or debt for or on behalf of the City.

3.5 Adjustment to Contract Price:

In conformance with the terms and conditions provided, the Agreement price is a firm fixed fee and shall not be adjusted. No reimbursable expenses, other than miscellaneous materials to be approved by the City Manager, are provided for under this Agreement.

3.6 Release of Information:

All reports, videos, data, studies, memoranda, computation sheets and other documents assembled by, prepared by, or furnished by the Consultant(s) in connection with this Agreement shall be the property of the City and shall be available to the City for use in conjunction only with the subject of this Agreement. The Consultant shall not be liable for use of the documents on any other project. Copies of said documents may be retained by the Consultant but shall not be made available to any other individuals or organizations without the prior written approval of the City.

3.7 Payment:

All invoices shall be submitted by the Consultant to the City’s designated Project Coordinator (see defining section 2.3), David Varley, City of Grand Junction Assistant City Manager, for review, approval, payment pursuant to the terms of this Agreement. The Consultant shall submit its billings such that the cost for consulting and materials are separately shown. Upon approval thereof by the Project Coordinator, the City will pay the appropriate amount of each invoice to the Consultant within thirty (30) days of receipt of invoice.

3.8 Entire Agreement:

This Agreement represents the entire Agreement between the City and the Consultant and supersedes any prior communications, negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Consultant and the City.

3.9 Venue:

This Agreement shall be governed, construed and interpreted in accordance with the laws of the City of Grand Junction, Mesa County, and State of Colorado. Venue for any action brought or arising under this Agreement shall be in Mesa County, Colorado.

Article IV: Compensation

The City shall pay the Consultant for services performed and accepted under the terms and conditions of this Agreement a total not to exceed **Seventy-two Thousand Dollars and no cents** (\$72,000.00) payable in monthly increments of **Three Thousand Dollars and no cents** (\$3,000). This amount shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, expenses, overhead, administration, and profits. Copies of the book “*Breaking Through the 4 Barriers to Quality*”, and miscellaneous materials approved by the City Manager will be purchased separately by the City. The scope of services and payment thereof shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under terms of this Agreement.

Article V: Hold Harmless

The Consultant agrees to indemnify and hold harmless the City of Grand Junction, its officers, employees, insurers and self-insurance pool from and against all liability, claims and demands on account of bodily injury, personal injury, sickness, disease, death and/or property loss or damage occasioned by or resulting or claimed to be resulting from or which are in any manner connected with this contract if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part, by the negligent act, omission, error, professional error, mistake, negligence or other fault of the Consultant or any officer, employee, representative or agent of the Consultant or which arise out of any workers compensation claim of any employee of the Consultant. The Consultant agrees to investigate, handle, respond to and provide defense of the City, its officers, employees, insurers and self insurance pool against any such liability, claims, demands and fees, costs and expenses at the sole expense of the Consultant.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

City of Grand Junction

BSG, International

By: _____
Mark K. Achen, City Manager

By: _____
Bruce Snell, Principle

Attest: _____
Stephanie Nye, City Clerk

Witness: _____
Title