

BOCC 2015-64

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT made and entered into as of the 9-12 of March 2015 by and between the County of Mesa, Colorado, a governmental entity (hereinafter referred to as "Contractor") and the of City of Grand Junction, a governmental entity (hereinafter referred to as "City")

WITNESSETH

WHEREAS, The City desires to engage the services of the Contractor to perform certain work for the benefit of the City; and

WHEREAS, The Contractor desires to perform the work for the City in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE PROMISES HEREAFTER SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The services to be provided by the Contractor and the City respectively are as follows:

See Exhibit "A" attached hereto and made a part hereof by this reference.

2. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.

3. The Contractor shall perform work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work.

4. The Contractor shall proceed with and accomplish the work contracted hereunder upon receipt of a written notice to proceed from the City. Such written notice shall be issued by the City Administrator. The Contract Administrator for the Contractor is the Chief Building Official for Mesa County unless otherwise designated in writing. The Contract Administrator for the City shall be a City appointed Building Official who shall have all of the powers as authorized by Section 104 of the International Building Code. The Contractor shall act as the Building Official's Deputy as described in Section 104 of the International Building Code.

5. For the performance by the Contractor under this Contract, the City shall compensate and reimburse the Contractor in accordance with the provisions set forth in Exhibit "B" attached hereto and made a part hereof by this Reference.

6. At its own expense, The City will provide the following to assist the Contractor in performing under this Contract:

See City provided services in Exhibit "A".

7. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and

detail of its work; The City being interested only in the results obtained.

8. Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulation, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded and eliminated in accordance with the highest accepted standards of safety practice. The Contractor shall comply fully with all pertinent Federal, State, or Local Statutes, rules or regulations.

9. This is a personal services' contract on the part of the Contractor. This contract may not be assigned without the prior express written consent of both parties and any attempt to assign this Contract without the prior express written consent of either party shall render the Contract null and void with respect to the attempted assignee.

10. No part of this Contract shall be sublet without the prior express written approval of the City. If the Contractor shall sublet any portion of this Contract, the Contractor shall be fully responsible to the City for acts and omissions of a subcontractor, or persons either directly or indirectly employed and the acts and omissions of persons employed directly or indirectly by the Contractor.

11. The Contractor shall retain in strictest confidence all information furnished to the Contractor by the City and the results of the Contractor's work hereunder. The Contractor shall not disclose such information or results to anyone except the City without the prior written consent of the City. Exception: Those documents and information considered to be public information and/or documents and information found on or which are part of the building permit.

12. This Contract may be terminated at any time during the term of the Contract by either party upon 90 days written notice of intent to terminate said Contract.

13. Upon termination or expiration of this Contract, the Contractor shall immediately cease field work, prepare a final report on all work accomplished to that time, and deliver to the City the final report and all other documents, papers, calculations, notes, designs, drawings, maps, reports, or other technical papers which have been prepared by the Contractor under the terms of this Contract.

14. This is not an exclusive Contract. The Contractor may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder.

15. The term of this Contract shall be for two (2) years from the date hereof.

16. Contractor shall indemnify and hold harmless the City, its officers, officials, employees, and agents, for any claims or damages, including attorneys' fees, arising from Contractor's negligent performance of its duties hereunder. The City shall indemnify and hold harmless the Contractor, its officers, officials, employees, and agents, for any claims or damages, including attorneys' fees, arising from the performance of this Contract other than Contractor's negligent performance of its duties hereunder.

17. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any disputes hereunder shall be in the District Court of the County of Mesa, Colorado.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year

first above written.

THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

BY: _____
Chair,



Attest:



Sheila Reiner, Clerk & Recorder



Chief Building Official
Mesa County

City of Grand Junction, COLORADO

By: _____

200 WEST STREET GJ 81501

Address

City Manager

Title

Attest:



Stephanie Tuin, City Clerk



EXHIBIT "A"

a) **Contractor Provided Services:** The Contractor shall review permit applications and all required documents for content and accuracy. The Contractor shall review building plans and specifications for compliance with the most currently adopted building code. The Contractor shall issue the building permit, provide the required inspections, and issue the Certificate of Occupancy after the final inspection is approved, all in compliance with applicable codes, ordinances, and regulations.

b) **City Provided Services:** The City shall provide to the Contractor the following items: Stationary, forms, envelopes and postage for conducting City related business. If the City does not adopt by ordinance all of the building related codes as are currently adopted and amended by Mesa County or as currently adopted by the State of Colorado, then Contractor may terminate this agreement. The Codes to be enforced in the City will be the Codes presently adopted by Mesa County and any such code hereinafter adopted or amended by Mesa County.

The City shall provide a development clearance approval for each building permit to be given to each permit applicant. Contractor shall not issue any permit until the permit applicant delivers the development clearance approved to the Contractor. The development clearance shall state that the City has reviewed the project for compliance with all City zoning and setback requirements, utility taps and driveway locations and found the same to be in compliance and shall grant approval to release a building permit. The Contractor shall verify set-backs as required by the City, at the time of the first foundation inspection. The City shall be responsible to inspect the project site prior to the issuance of a Certificate of Occupancy by the Contractor to ensure compliance with the development clearance approval mentioned above.

EXHIBIT "B"

The Contractor shall be reimbursed for services provided under this Contract as follows:

a. The Contractor shall charge permit fees for all work that requires the issuance of a building permit. Those fees shall be payable by the permit applicant at the time of permit issuance. Said fees shall be in accordance with the Contractor's then current standard fee schedule as from time to time adopted or amended by the Contractor in its sole discretion.

b. With prior approval by the City Building Official, services may be provided by the Contractor that are not covered by the fees described in (a) above and shall be charged to the City according to the following schedule:

City Council Meeting	\$20.00 per hour per person
Ordinance Drafting	\$20.00 per hour per person
Public Nuisance inspections and abatement proceedings	\$20.00 per hour per person
Courtesy inspections not requiring a building permit	\$15.00 per inspection
Contractor's Licensing	95% of Fees Collected