

#MCA \_\_\_\_\_

## CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (hereinafter referred to as this "Contract") made and entered into as of the 25th day of March 2019 by and between the Mesa County, Colorado, a political subdivision of the State of Colorado (hereinafter referred to as the "Contractor") and the of City of Grand Junction, a Colorado municipal corporation (hereinafter referred to as the "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 stated in Exhibit A attached hereto and made a part hereof by this reference. At its own expense, the City will provide identified services in Exhibit A to assist the Contractor in performing under this Contract.

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 supplied by the Contractor at its sole cost and expense.

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 codes to be enforced in the City will be the codes presently adopted by the Contractor and any such code hereinafter adopted or amended by the Contractor.

5. 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 §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.

6. 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.

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.

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 assignment.

10. No part of this Contract shall be subcontracted without the prior express written approval of the City. If the Contractor shall subcontract 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. Except for any documents or records subject to Colorado's open records laws, 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.

12. This Contract may be terminated at any time during the term of the Contract by either party upon 90 days advanced written notice of intent to terminate this 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 work to be performed by the Contractor hereunder.

15. This Contract will expire on September 11, 2022.

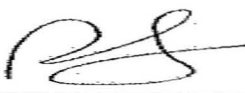
16. Any expenditure under this Contract outside the current fiscal year is subject to future

annual appropriation of funds for any such proposed expenditure.

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:   
Rose Pugliese, Chair of the Board

Attest:

  
Tina Peters, Clerk & Recorder



  
Chief Building Official  
Mesa County

CITY OF GRAND JUNCTION, COLORADO

By:   
Greg Caton, City Manager

Attest:

  
Wanda Winkelmann, City Clerk





## EXHIBIT A

### a) Contractor Provided Services:

- i. The Contractor shall review building permit applications and all required documents for content and accuracy. The Contractor shall review building plans and specifications for compliance with the building code most currently adopted by the Contractor. 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.
- ii. The Contractor shall take application, review and issue Contractor's Licensing for all qualified building contractors operating within the City consistent with regulations adopted by the City for such.
- iii. The Contractor will appoint, with City ratification, and operate a Building Board of Appeals consistent with §5.16.110 of the Grand Junction Municipal Code (GJMC.)
- iv. The Contractor will provide a quarterly report to the City regarding building activity, financial information, and other relevant information as may be requested.
  - (a) The financial information shall include the number of permits issued and associated revenue for the City and for all jurisdictions the Contractor provides services for, along with; expenditures made by the Contractor on behalf of each jurisdiction; all revenues and expenses for the Building Department operation including current year budget, current year actual, and at least the prior year actuals. Expenses should be shown separately by each category: labor, operations, capital, administration, and cost allocation.
- v. The Contractor shall provide technology at no additional cost to the City to digitally accept planning clearance documents as generated by the City. Any technology and the associated process shall be implemented no later than December 31, 2019.

### b) City Provided Services:

- i. 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.

- ii. Should the City desire for a project site to be inspected prior to issuance of a Certificate of Occupancy to ensure compliance with the development clearance approval with exception of basic compliance issues including but not limited to height, setbacks and driveway location, the City shall be responsible for conducting said inspection.

## EXHIBIT B

The Contractor shall be compensated 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. So long as the Contractor performs in accordance with the terms of this agreement, the Contractor shall be entitled to retain one hundred percent (100%) of all fees related to building fees including but not limited to plan review, permit, demolition, inspection and re-inspection fees.

b. The Contractor shall charge for Contractor's Licensing based on the City's adopted fee schedule. Contractor shall be entitled to retain one hundred percent (100%) of all licensing fees.

c. At the request or consent of the City Building Official, services may be provided by the Contractor that are not covered by the fees described herein. Such services may be provided by the Contractor at their discretion with no charge to the City