

#MCA _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (hereinafter referred to as this "Contract") made and entered into as of the day of _____ 2022 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 Fruita, a Colorado home rule municipality (hereinafter referred to as the "City").

W I T N E S S E T H

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.
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 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 Manager. 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 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 “City Provided Services” stated in Exhibit A to assist the Contractor in performing under this Contract.

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 is 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 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 to be performed by the Contractor hereunder.

15. The term of this Contract shall be for one (1) year from the date of the execution of this Contract.

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: _____
Chair, Cody Davis

Attest:

Tina Peters, Clerk & Recorder

Chief Building Official
Mesa County

City of Fruita, COLORADO

By: _____

Title

Attest:

Margaret Sell, City Clerk

EXHIBIT A

1. a) Contractor Provided Services: The Contractor shall review building permit applications for the City 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.

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 officially adopt all of the building related codes as are currently adopted and amended by the Contractor or as currently adopted by the State of Colorado, then the Contractor may terminate this agreement. 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.

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 approval to the Contractor. The development clearance approval 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 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.

b. 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.