

CONTRACT FOR SERVICES AGREEMENT
Project Supervisor Contractor for 611 Main Street Gym Renovation Project

This Agreement, entered into this **23rd Day of May 2023**, by and between the County of Huerfano, Colorado, whose address is 401 Main Street, Suite 201, Walsenburg, CO 81089, hereinafter referred to as the "County" and R. Martin Builders, LLC whose address P.O. Box 47, Walsenburg, CO 81089, hereinafter referred to as "Contractor".

WHEREAS, the County requires the services of a Project Supervisor Contractor for the 611 Main Street Gym Renovation project, hereinafter referred to as the "project"; and,

WHEREAS, the Contractor desires to contract for such services.

NOW, THEREFORE, the parties mutually agree, promise, stipulate, and covenant as follows:

1. The County does hereby agree to contract with the Contractor to do and perform the acts and services hereinafter more specifically set out, on the terms and conditions hereinafter enumerated for period commencing on the **1st day of June 2023** until the **31st day of October 2023 or until the project is completed, whichever comes first.**
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Board of County Commissioners, all elements of work as indicated below:
 - a. Prepare building permit and plan review paperwork;
 - b. Coordinate required inspections with the City of Walsenburg's building inspector;
 - c. Coordinate contractor schedules and create overall project schedule;
 - d. Regularly review subcontractor work as well as receive, review, and approve subcontractor pay requests before forwarding them to the County for payment; and
 - e. Coordinate as needed with the County Engineer, County Administrator, and Parks and Recreation Director.
3. The County will serve as the general contractor for the project and be ultimately responsible for signing related paperwork and paying subcontractors.
4. The Contractor will provide the County with either a bi-weekly or monthly schedule of days they anticipate being at the facility, and which personnel are assigned, as of the issuance of the schedule, to work those days.
5. Huerfano County agrees to pay the Contractor **5% of the cost of project materials and 5% of the cost of subcontractor labor** in consideration of the described work elements above. For the purposes of this contract the County Engineer does not count as a sub-contractor.
6. It is understood by the parties that the Contractor will provide all materials, supplies, and equipment necessary to carry out the elements of work listed above.

7. The parties intend that an independent contractor relationship is created by this agreement. The County is only interested in the results to be achieved and the conduct and control of the work will lie solely with the Contractor.
8. The work to be performed under this contract will be performed entirely at the Contractor's risk and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. The Contractor agrees to indemnify the County for any and all liability or loss arising in any way out of the performance of this contract. The Contractor agrees to hold at least \$1M in general aggregate insurance coverage with at least \$50K per occurrence.
9. This contractual agreement constitutes the entire agreement and understanding between the parties hereto and it shall not be considered modified, altered, changed, or amended in any respect until in writing and designed by both parties.
10. This contractual agreement may be terminated by either party in writing with thirty (30) days written notice sent to the address as provided therein by United States Mail, postage prepaid.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature

By: _____
Name: John Galusha
Title: Chairman, Board of County Commissioners

Date Signed: _____

ATTEST:

By: _____
County Clerk and Recorder

R. Martin Builders, LLC

By: _____

Date Signed: _____

Name: _____

Title: _____