



AGENDA ITEM REQUEST FORM Communication to Board of County Commissioners

To: Chair Sandy Hollingsworth, Commissioner Web Sill, and Commissioner Linda Isenhart

From: Sarah Baciak
Name

Paralegal, Gilpin County Attorney's Office
Title

Today's Date: 5/11/2022

BoCC Meeting Date: 5/17/2022

Does this item require a PUBLIC HEARING? No.

Item: Agreement between Gilpin County and Charles Abbott Associates for Building Inspection and Building Plan Review Services.

Request or Issue: Approval of Agreement

Recommended Action / Next Step: Approval of Agreement

Financial Impact(s): Have you spoken to the Finance Director about this expense/revenue? No. There is no fee associated with the Agreement. This Agreement lays the foundation for the relationship with Charles Abbott Associates and does not require any up-front payment. Payment will be due monthly and the amount will be dependent on what services Gilpin County asks Charles Abbott Associates to perform

Finance/HR Staff: Reviewed by Finance? No Reviewed by Human Resources? No
Is this item currently budgeted: No financial impact.

Grant Apps: N/A

Associated Agencies: Charles Abbott Associates.

Background Information: Gilpin County currently provides building inspection and building plan review services to its residents. This Agreement insures that we will always have someone to perform those services in the event of an employee absence or leave.

Amount of agenda time needed: 10 minutes.

Is this item time sensitive: Yes.

Contact for Follow Up: Brad Benning, County Attorney, and/or Ray Rears, County Manager

Scope of Services



Our concept of delivering high quality service is different from other companies offering similar services by providing on-site staff to bridge the disconnect that can occur between municipalities and contracted service providers.

CAA is committed to fulfill the County's scope of services in a comprehensive and thorough manner with staff that is service oriented, courteous, and reliable. The individuals assigned to the County do not only possess the technical skills required, but also the interpersonal skills that tie technical know-how to practical service. CAA will provide ICC Certified Building Inspector(s) and State licensed Master Electricians as dictated by workload. CAA's Building Inspectors are available to conduct all inspection requests no later than the next business day. CAA provides building code related code enforcement and is available to consult with the County staff on building department or permit related issues and questions as they arise.

Building Inspection Services

CAA provides the inspection of structures under construction in the County for compliance with all local ordinances, state and federal laws that pertain to Building and Safety and for compliance with the adopted Building Code, Residential Code, Plumbing Code, Electrical Code, Mechanical Code, Property Maintenance Code, County adopted or proposed Sustainability Standards, and Accessibility and Energy Codes in addition to any Building Division Policy Statements as issued by the Chief Building Official.

CAA will provide inspectors as required by workload. An ICC Certified Building Inspector will be available to conduct urgent building inspections, should they arise. Inspections will be performed the following business day, if notification is received by 4pm. Inspectors assigned to the County will:

- Coordinate all building inspection requests
- Perform periodic construction inspections for compliance on projects under construction as issued by permit from the County. Each structure will be inspected for compliance with the reviewed plans, and Minimum Standards and Code adopted by the County
- Perform all inspections according to the adopted building codes and local amendments
- Provide inspection consultations to citizens, applicants, and contractors
- Perform code clearance inspections related to business licenses, as necessary
- Inspect for code compliance for accessibility, grading, building, electrical, mechanical, and plumbing work, etc.
- CAA staff is trained to quickly identify and document any areas of non-compliance, and is able to suggest corrective actions or alternate means where applicable
- Code enforcement violations will be reported to the County immediately. CAA will submit a written record to the County as a result of any inspection within 24 hours after inspection period
- Construction and demolition permitting process
- Observe all safety and security procedures, and will report potentially unsafe conditions immediately
- We assure the County that all inspection turn-around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.
- CAA will Issue stop-work notices for non-conforming building activities as required

- Provide code administration, inspection and enforcement
- Provide complete, clear, concise corrections for the permit holder; corrections will be provided in a legible list and presented in a professional manner. Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable)
- Be available with advance notice to attend meetings with staff, public officials, developers, contractors, and the general public as needed or directed in order to resolve problems and issues quickly and efficiently
- Inspectors will conduct any necessary or required emergency inspections as directed by the County. Investigations will include field and office research, follow-ups and preparation of documentation
- Maintain certification/registration through ongoing training when necessary
- Communicate technical knowledge in simplified terms to help clients/customers comply with regulations
- Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable). CAA personnel will be available to discuss inspection results with appropriate site personnel, resident and/or owner, as needed
- As required, CAA will provide detailed weekly, monthly, quarterly, and annual reports of our activities to the County. The reports will include, but are not limited to, fees collected, staffing levels provided, staff hours expended, the number of inspections made, and other financial, operational, and statistical information pertinent to the services provided
- Provide additional services as needed and as requested by the County

Plan Review Services

CAA provides the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety. We ensure compliance with the adopted Building Code, Residential Code, Plumbing Code, Electrical Code, and Mechanical Code, Building Standards Code, Accessibility and Energy Standards, and the Municipal Code. Plan review will be performed mostly off-site due to workload variations and in order to meet our committed timelines.

Our approach to plan review ensures that plans submitted to CAA for review are properly tracked and processed. Our system ensures that each plan or permit is assigned, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time.

Our registered professionals and certified plan examiners review all plans and calculations, thus ensuring that the technical components and all code items are thoroughly reviewed. Most of our plans examiners are cross-trained and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. We provide timely turnaround of plan reviews and re-reviews based on guaranteed turn-around times. Our staff also handles any coordination required as part of the review.

A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items:

Administrative Requirements

Construction Documents shall be reviewed for their accuracy, completeness, proper supporting documentation, required signatures and seals.

Building Planning Requirements

Submitted plans shall be reviewed for use and occupancy classifications based upon potential fire hazard, height and area limitations, type of construction classification, fire resistance rating of building elements and their respective requirements, special use and occupancy.

Occupant Needs Requirements

CAA certified plans examiners will review submitted construction documents for compliance with means of egress; accessibility (when contracted or in conjunction with local Fire Marshals); the interior environment requirements for room sizes, ceiling height, light and ventilation.

Architectural

CAA staff is certified and experienced in all phases of architectural review, including construction types, occupancies, separations, heights, areas, egress means, and fire/life safety. CAA staff will bring many years of experience to the County's review and inspection process with respect to size, shape, and use of buildings with varying complexities. Many of CAA's staff are active in architectural code promulgation at the state and national level and several sit on International Code Council (ICC) committees.

Structural System and Material Requirements

CAA's plan review structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. When required, structural drawings are reviewed by a licensed engineer in order to verify code compliance for all gravity loads, lateral loads and special loading conditions. Calculations are reviewed for completeness; materials indicated on the plans are identified and reviewed for conformance.

Mechanical, Plumbing, and Electrical System Requirements

These systems are reviewed for code compliance with respect to their construction, installation, inspection, operation and maintenance as well as any potentially adverse interactions.

Energy

CAA staff members are certified and familiar with the Energy Efficiency Standards for Residential and

Non- Residential Buildings. Extensive annual training ensures that each staff member is aware of the specifics of their respective state programs. Plans and supporting documentation is reviewed for completeness, accuracy and minimum code compliance.

Accessibility

CAA staff attends ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on Accessibility Compliance Committees. Engineers, plans examiners, and certified personnel are fully trained and familiar with all applicable accessibility codes.

LEED

CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC) and Leadership in Energy & Environmental Design (LEED) certification standards. CAA has staff certified through the LEED process that are available to review development projects that are required to have LEED Certification(s).

Green Building Code Review

CAA will provide staff that is certified as Green Building professionals when required. As with LEED certification, CAA seeks to enhance and improve development projects through cooperation and collaboration with stakeholders.

CAA has taken extensive steps to implement and use more efficient or "green" service options to its clients. CAA can provide various communication options, including electronic plan review, video conferencing and virtual permit specialist to our clients and applicants to reduce environmental impacts such as paper use, travel and commute impacts – all intended to reduce CAA's and the County's carbon footprint.

Plan Review Timeframes

All initial reviews will be returned within 5 business days for single family residential, small commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan reviews in less than half the time.

Single Family Dwelling	5 days
Re-Review	5 days
Tenant Improvements	5 days
New Commercial/Industrial (< than 10 million valuation)	10 days
New Commercial/Industrial (> than 10 million valuation)	15 days
Revisions to Approved Plans	1-5 days

Emergency Response Services

In the event of a local or regional disaster, all on-site CAA assigned staff will be accessible, available, and prepared to respond to emergency calls regarding building related issues. We create rotational schedules to service emergencies as they occur, with a calling order to ensure no issues are left unaddressed. CAA provides and ensures disaster service kits are maintained to respond to disasters. CAA employees are required to be Disaster Service Worker certified in within 6 months of hire date. In addition, CAA will provide additional Building and/or Engineering Staff for emergency situations.

For example, after hurricane Michael, the first category 3 hurricane to make a direct hit on the state of Georgia in more than a century and leaving widespread destruction in its wake in October 2018, CAA provided emergency Engineering and Building and Safety staff to the City of Albany. During this emergency, CAA's most urgent effort was geared towards conducting timely no power inspections, followed by building repair and roofing inspections.

To further improve the expediency of the process, CAA doubled the number of staff assigned to the City temporarily, and the City's Planning and Development Department extended its hours to provide permits and inspections over the weekend from 8:00 a.m. to 5:00 p.m. for a period of time. And despite the overwhelming influx of requests, inspections requested before 4:00 p.m. were still made the same day.

Fee Schedule



Fees below are inclusive of all costs, including general and administrative, travel, per diem, training, materials, supplies, and other items necessary to complete the project.

CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees.

CAA will provide as needed building plan review and inspection services, including building, electrical, HVAC, and plumbing, for the following hourly rates:

Service	Hourly Rate	Minimum Billable Hours
Building Inspections	\$99 / hour	4 hours
Building Plan Reviews	\$110/ hour	1 hour
Building Official Services	\$130/ hour	4 hours

Should the County desire additional services not outlined in the Scope of Work, those services can be negotiated.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of May, 2022, by and between GILPIN COUNTY hereinafter referred to as "County", with principal offices at 203 Eureka Street Central City, CO 80427, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as "Consultant", with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 4704 Harlan St, Suite 512, Lakeside, CO 80212.

WHEREAS, the County proposes to utilize the services of Consultant for Building Plan Review and Inspection Services.

WHEREAS, the Consultant has represented to the County that the Consultant has the requisite qualifications and experience, and has the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES

- A. Consultant will perform services and the related work described above, attached as **EXHIBIT A**.
- B. Consultant will perform services based on directives issued by the County. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the County. Consultant will not further subcontract or assign said work to any other individual or company without consent of the County.
- C. The County may require Consultant to provide additional services beyond the items described above. For such services, the rates and quantities will be negotiated between the County and Consultant. If approved by the County, a written work order will be provided.

2. COMPENSATION

- A. The County will compensate Consultant according to the fee schedule outlined in **EXHIBIT B**.
- B. Consultant will provide monthly invoices, which will itemize all work performed and related charges for that work. The County will pay each such invoice within 30 days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon receiving payment from the County. The County will contact Consultant not later than 5 days of receipt of any invoice which is in dispute.

3. TERM

- A. This Agreement will take effect immediately upon signing by both parties and will remain in effect until December 31, 2022 unless otherwise terminated earlier by either Party as set forth in Section 3.B.

- B. This Agreement may be terminated by the County without cause by giving 30 days' written notice to the Consultant. If this Agreement is terminated by the County, Consultant will be compensated for such services up to the point of termination based on the work completed to such date. Consultant may terminate this agreement by providing the County with written notice, at least 30 days in advance of such termination. If this Agreement is terminated by the Consultant, the Consultant will be compensated for services up to the point of termination, based on the work completed to such date.

- C. Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

4. INSURANCE

- A. Consultant will neither work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant allow any additional Sub-Consultant to commence work for any part of this agreement until all insurance required of this Agreement (as outlined below) has been obtained.

- B. Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the County and Consultant the following insurance policies:
 - General Liability Insurance – Providing protection of \$1,000,000 per occurrence / \$2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Consultant's activities.
 - Professional Liability Insurance – Providing protection for at least \$2,000,000 per occurrence/annual aggregate against claims and liabilities of the Consultant.
 - Automobile Liability Insurance – Providing protection for at least \$1,000,000 combined single limit.
 - Worker's Compensation Insurance – In accordance with the provisions of the laws of the State of Colorado.

All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Colorado. General and Auto Liability policies will name the County, its officers, agents and employees as additional insured.

5. INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the County, its officers, directors, employees, and agents from and against all Claims, to the extent arising out of Consultant's gross negligence or willful misconduct in the performance of its obligations under this Agreement. The County shall defend, indemnify and hold harmless the Consultant, its officers, directors, employees and agents from and against all Claims, to the extent arising out of the County's gross negligence or willful misconduct under this agreement.

6. NONDISCRIMINATION BY CONSULTANT

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7. OWNERSHIP OF DOCUMENTS

Consultant agrees that all original documents, plans, reports, and other materials developed during the course of providing the services specified in the Agreement will be the property of the County and will be provided by the Consultant to the County upon their completion.

8. CONSULTANT'S RECORDS

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the County during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five years from the date of final payment under this Agreement.

9. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the Parties hereto, and contains all of the covenants and agreements between the Parties with respect to rendering of services described herein. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the Party to be charged.

10. GOVERNING LAW AND VENUE

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.
- B. Gilpin County will be the venue for any legal proceedings, including mediation, arbitration, or court actions that are initiated regarding this Agreement.

11. BREACH OF AGREEMENT

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the County will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without

further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the County to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

12. ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

13. NON-SOLICITATION

During and for a period of six (6) months following termination of this Agreement, neither Party shall directly or indirectly solicit for hire or engage any personnel (whether as employee, consultant or in any other capacity) of the other Party with responsibilities related to this Agreement without the other Party's prior written consent.

14. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

15. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to County that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

16. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and County agree that Consultant will provide similar service to other clients while under contract with County and County acknowledges that Consultant employees may provide similar services to multiple clients.

Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for County. County may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to County, including attendance at meetings, and Consultant's employees are not subject to the direction and control of County. Except where required by County to use County information technology equipment or where requested to perform the services from office space provided by the County, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a County email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between County and Consultant .

17. ASSIGNMENT

Neither Party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries, or sister companies (Affiliates) without notice to County. Consultant may subcontract any or all of the services to its Affiliates without notice to County. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives County prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate 's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

18. NO THIRD-PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

19. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance

of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall become the exclusive property of County when Consultant has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents, and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of County's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, County Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data.

If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Consultant's secure proprietary software pertaining to County will be exported into a CSV file and become property of County. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, County and its duly authorized representatives shall have access to any books, documents, papers, and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of County.

20. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, County will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

21. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of County without the prior written consent of County or pursuant to a lawful court order directing such disclosure.

22. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous, and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform County of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to County when assigned employee(s) is unavailable.

23. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

24. PROHIBITION AGAINST EMPLOYING WORKERS WITHOUT AUTHORIZATION

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with any workers without authorization to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

25. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

To County:
Ray Rears, County Manager
Rob Gutierrez, Community Development Director
P.O. Box 366

Central City, Colorado 80427
Email: rrears@gilpincounty.org
Email: rgutierrez@gilpincounty.org

To Consultant:

Charles Abbott Assoc., Inc, c/o
Rusty R. Reed, President and CEO
27201 Puerta Real, Suite 200
Mission Viejo, CA 92681
Email:
And
Mike Theisen
4704 Harlan St, Ste. 512
Lakeside, CO 80212
Email: michaeltheisen@caa.inc.
Telephone: 303-775-5129

26. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such Party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

27. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

28. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

29. GOVERNMENTAL IMMUNITY

The Parties hereto understand and agree that the County has and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, as from time to time amended, or otherwise available to County, its officers, or its employees.

30. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall

constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

34. INVALIDITY OF ANY PROVISION

Should any portion of this Agreement at any time during its effective term be in conflict with any applicable law, then such provision shall continue in effect only to the extent permitted by law. The invalidity of any one or more of the covenants, phrases, sentences, clauses or provisions of this Agreement or any part thereof, shall not affect the remaining portions of this Agreement or any part thereof, and in the event any one of the same shall be declared invalid, this Agreement shall be construed as if such invalid portion had not been inserted, provided the same does not cause substantial injustice.

35. JOINT DRAFTING

The Parties hereto expressly agree that this Agreement was jointly drafted,

and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against, nor in favor of either Party but shall be construed in a neutral manner.

36. NON-EXCLUSIVE SERVICES

Gilpin County may contract with other businesses for services provided by Consultant at any time on projects not already undertaken by Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Gilpin County
203 Eureka Street
Central City, CO 80427

Charles Abbott Associates, Inc.
27201 Puerta Real, Suite 200
Mission Viejo, CA 92691

Sandy Hollingsworth _____

Rusty R. Reed _____

Signature

Signature

Title

CEO/President _____
Title

Attachments:
Exhibit A: Scope of Services
Exhibit B: Fee Schedule