

INDEPENDENT CONTRACTOR SERVICES AGREEMENT 2019 Aggregate Supply

The Board of County Commissioners of Archuleta County, Colorado, hereinafter referred to as “County”; and C&J Gravel Products, Inc. hereinafter referred to as “Contractor” do hereby enter into this Independent Contractor Services Agreement under the following terms:

1. **TERM:** The term of this Agreement shall be from March 30, 2019, until March 30, 2020. Archuleta County is a public entity. Nothing in this document waives the Colorado Governmental Immunity Act. All funding obligations beyond the current fiscal year are subject to the funds being budgeted and appropriated. **The County wants a modest amount of material during the months of April and May, but the bulk will be required during June, July and August of 2019.**

2. **IFB PART OF CONTRACT:** Contractor agrees to provide aggregate as set forth and in accordance with the Invitation for Bid (IFB No. 4312-19-002) for the project, and Contractor’s Proposal as opened at a Bid Opening on February 28, 2019, and as approved by the County on March 19, 2019 (or a date soon thereafter). Said IFB are incorporated herein and will be on file in the Archuleta County Original Contract File.

3. **INDEPENDENT CONTRACTOR:** Contractor is an Independent Contractor, not an employee of County or the State of Colorado, and is not subject to County or State personnel systems. Contractor is engaged in an independent trade, occupation, profession or business and is qualified to perform the services pursuant to this Agreement. County shall rely upon Contractor’s expertise, and Contractor is free from control and direction by County in performance of said services. County shall not provide any training to the Contractor, nor oversee the actual work, nor instruct Contractor as to how the work will be performed. Contractor is free to provide services to others and is not required to work exclusively for County. Contractor is responsible for providing its own tools and benefits at its own cost. Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits unless paid for by contractor and contractor is obligated to pay federal (including social security) and state income tax on any monies earned pursuant to his contract relationship. Contractor is responsible for complying with all employment laws and insurance laws relating to its own employees, and shall purchase and provide proof of workers’ compensation coverage for such employees. Contractor agrees to acquire and maintain throughout the term hereof sufficient liability insurance to fully perform its obligations hereunder. Contractor is and shall remain a separate and distinct entity from the

County; the business operations of the County shall in no way combine with the business operations of the Contractor.

4. **COMPENSATION:** Payments for services rendered pursuant to this Agreement shall not exceed \$144,450.00 at the rates set forth in Contractor's bid/proposal at \$10.70 per ton for ¾" minus class 6 aggregate. Payment is set at a contract rate for the work and is not set as a salary or hourly-employment rate. Payments shall be made by warrants payable to the trade or business name of the contractor and not to any individual. Such payments are to be made on a monthly basis for services rendered subject to the Contractor providing County with an itemized statement of services provided (or pay request voucher) pursuant to this Agreement. Only quantities that have been hauled by a County representative and confirmed by the Contractor will be paid. If this Agreement is terminated, County shall compensate Contractor for all services rendered to the date of termination.
5. **INSURANCE:** Contractor is required to hold throughout the initial term and all subsequent terms of this contract general liability insurance in the amount of \$150,000 per person/\$1,000,000 per occurrence/\$3,000,000 aggregate, which names the Board of County Commissioners of Archuleta County, Colorado as an Additional Insured. The Certificate of Insurance shall also contain an endorsement that coverage may not be canceled or terminated without 10 day's prior written notice to the County. Contractor further agrees to comply with all state Workers' Compensation Insurance requirements throughout the term of this Contract.
6. **INSPECTION: County reserves the right to periodically inspect product. If the product is not within county specifications, County may notify Contractor of such deficiency and offer Contractor an opportunity to correct product; or if such product is incorrect constitutes a substantial breach of this Agreement, County reserves the right to terminate this Agreement immediately upon written notice to Contractor.**
7. **INDEMNIFICATION:** Contractor hereby agrees to defend, save and hold harmless County, or any of its departments, agencies, officers or employees from all cost, damage and liability incurred by any of the above and from any other damage, cost and liability to any person or property whatsoever, which is caused by an activity, condition or event arising out of the negligent performance or non-performance of any provision of this Agreement by Contractor, its agents or independent subcontractors. Indemnification is intended to extend to all such claims, irrespective of whether they are covered by insurance. The above cost incurred by County or any of its departments, agencies, employees, or officers shall

include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

8. **ENTIRE AGREEMENT:** This written Agreement is the entire agreement between the Parties. This Agreement is one for personal services and as such, may not be assigned or delegated, by either Party, in any manner, without the express prior written consent of the other Party. Any and all prior or contemporaneous statements, understandings not contained herein shall be of no further force and effect. This Agreement may not be amended except in writing and signed by both Parties. An original facsimile signature to this agreement or amendments hereto will be considered as an original.

9. **VENUE:** The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Archuleta County, Colorado.

In Witness Whereof, the Parties hereto have set their hands and seals on this the ____ day of _____, 2019.

Board of County Commissioners
Archuleta County, Colorado

Ronnie Maez, Chairman

(Seal)
Attest:

DEPUTY CLERK TO THE BOARD

Contractor

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019.

My Commission Expires: _____

Notary Public

BID FORM**2019 Aggregate Supply**

LOCATION OF PIT	ITEM	UNIT PRICE PER ton.	ESTIMATED QUANTITY
Phelps Pit Arboles, CO	¾" minus class 6 aggregate	10.70	Up to 13,500 tons
Durango Montoya Pit		9.25	

The undersigned, as bidder, hereby declares that the only person or firms interested in the proposal as principal or principals is or are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.


Signature

C:J Gravel Products, Inc.
Firm

27661 Hwy 160 Durango, CO. 81301
Address

970-385-4112 / 970-385-5014
Phone/Fax Number

John Gilleland
Contact Person

johnnyg@cjgravel.com
E-mail

Montoya (C95) / Phelps
Pit Location

2.28.19
Date