

## OURAY COUNTY

### Professional Service Agreement

THIS AGREEMENT is effective April 28, 2020 by and between:

The Board of County Commissioners, Ouray County, (the County); and,

Telluride Helpers, dba Telluride Helpers LLC, a Colorado limited liability company with its principal place of business being 780 Vance Drive, Telluride Colorado, (Contractor) 81435.

NOW THEREFORE, in consideration of the mutual representations, promises and conditions contained herein, the parties agree as follows.

1. SCOPE OF CONTRACTOR SERVICES. The Contractor agrees to provide services in accordance with the Scope of Contractor Services attached and incorporated as Exhibit A. In addition to the services set forth in Exhibit A, Contract agrees to provide its Personal Protective Equipment (PPE) to its employees or sub-contractors which shall consist of masks and gloves. Contract shall follow social distancing of no less than 6 feet apart to the extent practical.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue to the completion of the services described in Exhibit A, or if the services are not completed, this agreement will expire on June 1, 2020 at which time the County and the Contractor will either negotiate a new agreement to complete the services, extend this agreement or their relationship under this agreement will terminate.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the County will pay the Contractor according to the Fee Schedule set forth in the Scope of Contractor Services, attached and incorporated as Exhibit A.
4. PAYMENT FOR SERVICES. The Contractor shall submit a detailed invoice monthly to the County describing the professional services rendered. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the month, the hours worked by employee, and the hourly rate charged for that work. The County shall have access to backup payroll documentation identifying individual employee, date, and hours worked.

The County shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Mailing address for payments is 545 S. Market Street, Cortez, CO 81321. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefore.

5. COUNTY REPRESENTATIVE. The County designates the County Administrator as its representative and authorizes her to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications or instructions shall be directed to the County representative.
6. INDEPENDENT CONTRACTOR. The services to be performed by the Contractor are those of an independent contractor and not as an employee of the County. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the County and the Contractor, or their successors or assigns. No agent or employee of the Contractor shall be or shall be deemed to be the employee or agent of the County. The County is interested only in the results obtained under this agreement; the manner and means of conducting the work are under the sole control of the Contractor. None of the benefits provided by the County to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the County to the employees of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Contractor will pay all federal and state income tax on any moneys paid pursuant to this agreement.
7. INSURANCE. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the County, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall provide the County with certificates of insurance, or other acceptable evidence, showing the required coverages. The Contractor has delivered a Certificate of Insurance which is attached as Exhibit B.
  - a. The Contractor shall procure and maintain the minimum insurance coverages listed below.

- i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Contractor engaged in the performance of work under this agreement.
    - ii. Professional liability errors and omissions or general liability coverage, as appropriate, with minimum limit of One Million Dollars (\$1,000,000.00).
  - b. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
  - c. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this contract, or at its discretion the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor upon demand, or the County may offset the cost of the premiums against any monies due to the Contractor.
  - d. The Contractor shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Contractor understands and acknowledges that the County relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, COLO. REV. STAT. § 24-10-101, *et seq.*
9. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the County, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Contractor or any third party under the control or supervision of the Contractor, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault

attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers.

10. EMPLOYMENT OF ILLEGAL ALIENS. Pursuant to COLO. REV. STAT. § 8-17.5-101, *et seq*, the Contractor certifies the following:
  - a. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
  - b. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
  - c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either (a) the E-Verify Program, (the electronic employment verification program jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or its successor program) or (b) the Department Program (the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).
  - d. The Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
  - e. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).

- g. If the Contractor violates these illegal alien provisions, the County may terminate this Contract for a breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County. The County will notify the Office of the Secretary of State if the Contractor violates these provisions and the County terminates this Contract for that reason.
  - h. The Contractor shall notify the County of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the County.
- 11. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the County.
- 12. PAYMENTS BY COUNTY. Any and all payments of money by the County pursuant to this agreement shall be subject to the annual appropriations of money.
- 13. LEGAL COMPLIANCE. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
- 14. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
- 15. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.

16. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
17. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
18. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
19. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
20. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
21. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.
22. PRONOUNS. Wherever in this agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

IN WITNESS WHEREOF, the County and the Contractor have signed this agreement effective the day and year first written above.

*Signatures on Following Page*

COUNTY ADMINISTRATOR:

Connie J. Hunt Date 4/23/20  
Connie Hunt

CONTRACTOR:

\_\_\_\_\_  
Michael Bud, Member

**APPROVED BY:**

**BOARD OF COUNTY COMMISSIONERS  
OF OURAY COUNTY, COLORADO:**

\_\_\_\_\_  
Ouray County BOCC, Chair

ATTEST:

\_\_\_\_\_  
Michelle Nauer, Clerk and Recorder  
By Hannah Hollenbeck, Deputy Clerk of the Board

\_\_\_\_\_  
Date

**EXHIBIT A**

Scope of Contractor Services  
Including Fee Schedule

See Next Page



**Telluride Helpers Commercial Rates and Terms of Service**

<b>Moving And Labor Services</b>	
1 man (Includes 1 truck/van)	\$80 per hour
2 men (includes 1 truck/van)	\$120 per hour
Extra men, each	+\$50 per hour
Extra truck, each	+\$45 per hour
Weekends or after hours (before 8am or after 5pm)	+\$40
Debris disposal fees	Varies
Packing supplies and materials	Varies
Forklift/crane service, piano service, heavy equipment	Case-by-case

**Billable time**

2 hour minimum on all jobs. The clock starts when the crew is leaving Telluride Helpers warehouse (780 Vance Dr, Telluride, CO) and stops when the crew is returning to the warehouse, charged with 15 min increments.

Meals: On jobs under 5 hours meal breaks excluded from billable time. On jobs 5 hours or over meal breaks will be included in billable time, unless appropriate hot meal is provided by the client. If due to deadline or other reasons, the client should choose to not let the crew have a lunch break - lunch buyout (1 hour charge at the applicable rate) will be charged for the job.

Overtime: After 9 hours of billable time on the same day overtime charges will apply. Overtime charge is 1.5 applicable rate.

Holidays: Any jobs, scheduled for Holiday day will be subject to double rate.

**Notes**

Crew leads have discretion to call in additional people if deemed necessary to get the job done in a safe and timely manner.

Items we cannot transport/handle: firearms, hazardous materials, drugs or regulated substances, unsanitary items (can cause a cleanup fee), unsafe items (items lacking structural integrity, or unsafe to move).

Please, be realistic and honest when requesting services to avoid extra charges and delays.

**Booking and scheduling**

## Exhibit A to Telluride Helpers LLC

All jobs must be scheduled and confirmed via email, text messages or otherwise in writing between Telluride Helpers owner/manager and authorized person from clients company. Job is considered scheduled after the Telluride Helpers representative confirms the date and time in writing.

Flat Rate Runs	
Montrose	\$240
Grand Junction (50% non-refundable deposit required)	\$520
Denver/Colorado Springs (50% non-refundable deposit required)	\$1000
Donation/landfill run (Does not include labor, disposal fees, cleanup fees)	\$225

Flat rate rates only applicable during the weekdays (Unless agreed otherwise in writing, on case-by-case basis) and only include 1 truck and 1 man, simple curbside deliveries/pickups (No more than 6 items, does not include handling and loading). Flat rates are perfect for pickup/dropoff to upholstery shop or a freight company.

Please, be realistic and honest about the job ahead of time to avoid delays and extra charges.

Warehousing Services	
Freight receiving, weekdays, small load (up to 6 items)	\$75
Freight receiving, large load	\$150
Freight receiving, weekend or after hours (before 8am or after 5pm)	+\$75
Small Packages (UPS, Fedex - non-freight, up to 40 Lbs)	\$30 per package
Storage (8x8 area), weekly	\$75
Storage (8x8 area), monthly	\$180
Warehouse labor (each person)	\$50 per hour
Warehouse labor after hours (before 8am or after 5 pm each person)	+\$25 per hour

## Exhibit A to Telluride Helpers LLC

Warehouse labor Holiday (each person)	+\$50 per hour
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Large loads may be charged warehouse labor for unloading/stacking.

All freight and package services include basic inspection: check for visible damage to the packaging, inventory of the boxes.

Full inspection is available upon request and includes unpacking, complete inspection, repacking. Full inspection will be charged at our regular warehouse labor rates at 1 hour minimum.

Please note: our warehouse is NOT a self storage. For your safety and for the safety of the stored properties only Telluride Helpers personnel have access to the warehouse. Visits are by appointment only, subject to availability and will lead to warehouse labor charge at 1 hr minimum (starting initial appointment time).

If items are picked up by a customer or third party - written permission from the client is required before appointment can be made. Only Telluride Helpers personnel can load and unload items on premises of the warehouse, loading/unloading will be charged at Telluride Helpers regular rates. All balances due must be paid in full before release.

**Please, address all shipments to:**

**Telluride Helpers //Designer name, client/project name**  
**780 Vance Dr**  
**Telluride, CO, 81435**  
**Note: UNMANNED WAREHOUSE, 24 hour and 1 hour notice required to 970.234.4991**

The shipments arriving without proper markings (Designer/customer name and request for notice to Telluride Helpers personnel) shall be charged extra \$25 per load.

### Moving supplies

Cardboard box (Small)	\$4 e.a.
Cardboard box (Medium)	\$5.50 e.a.
Cardboard box (Large)	\$7 e.a.
Packing Tape, roll	\$10 e.a.
Shrinkwrap, roll	\$45 e.a.
Bubble wrap, roll	\$30 e.a.
Moving blankets	\$15 e.a.

## Exhibit A to Telluride Helpers LLC

TV/Art boxes	Varies
Delivery fee (unless delivered during existing service call)	\$50

Delivery fee is only valid in Telluride/Mountain Village area during business hours, rates vary for other locations, weekends and holidays.

### Insurance

All services include released valuation protection (unless otherwise agreed in writing before the job is scheduled) at \$0.60 per pound per article per State of Colorado regulations.

Supplemental coverage is offered at the following rates:

Storage: \$6 per \$1000 of declared value (per chosen billing cycle)

Moving/handling: \$9 per \$1000 of declared value (per every time the property is in transit)

Please, note, that declared value coverage will require an inventory and inspection of the items with declared value. Only covers items packed and handled by Telluride Helpers.

If supplemental coverage is selected and (declared value) items are damaged/destroyed/lost while we are in possession of the item - we will provide necessary repairs, replace the item or offer a cash settlement for current market value (not to exceed declared value) or the cost of the repair (at a reasonable rate by a qualified person).

Items with declared value must be inventoried with all existing damages and overall condition noted.

*Exempted from coverage: ready-to-assemble furniture (I.e. Ikea. Walmart etc), glass and art frames, flat-screen screens and TVs (unless transported in specialty cardboard boxes and tested prior to the move).*

*All claims for damages MUST be made immediately upon completion of the move. Claims, made after the crew left the job site will not be accepted.*

*Does not cover damages, made by other party during loading/unloading/installation (i.e. painters, contractors, AV install companies, customer etc)*

### Cancellation Policy

Cancellations or rescheduling within 48 hours of scheduled move date will result in a cancellation fee of 2 hour minimum at the applicable rate.

### Payment

Payments are accepted by Credit Card, Checks or Cash. Payments for freight receiving and storage services are due before release of items (Telluride Helpers reserve the right to hold stored items until all balances due are paid), payments for moving and labor services are due upon completion of the move. Late payments may cause non-refundable late fees. Failure to pay in a timely manner may cause lien and repossession of moved property (at clients expense) as well as legal action.

# Exhibit A to Telluride Helpers LLC

## Authorized personnel

Please, note, people listed below are authorized to book and schedule our services on your behalf.

Connie Hunt, County Administrator

*Print Name*

*Title*

Will Clapsadl, Facilities Manager

*Print Name*

*Title*

*Print Name*

*Title*

*Print Name*

*Title*

## I accept aforementioned rates and conditions:

Don Batchelder, BOCC Chairperson

*Print Name*

*Title*

*Signature*

4-28-2020

*Date*

Ouray County

*Company name*

**EXHIBIT B**

Certificate of Insurance

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Certificate of Insurance is forthcoming