

CONTRACT FOR GOODS AND/OR SERVICES

THIS AGREEMENT ("Agreement"), made this 27th day of August 2024, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and Comprehensive Building Code Services (CBCS), a Limited Liability Company, as an independent contractor, hereinafter referred to as "CONTRACTOR," provides as follows:

ARTICLE I **SCOPE OF SERVICES**

Section 1.1 Services: CONTRACTOR agrees to perform the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Attachment A hereto, hereinafter referred to as the "Project" or the "Scope of Services." Attachment A hereto is hereby incorporated by reference and made a part of this Agreement.

Section 1.2 FRISCO agrees to retain CONTRACTOR to complete the Scope of Services. CONTRACTOR shall commence work upon direction to proceed. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO and CBCS.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to FRISCO's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of FRISCO.

Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all services, materials and equipment covered and paid for under this Agreement will pass to FRISCO either by incorporation in the Project or upon the receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services, materials or equipment paid for under this Agreement will have been acquired by CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

ARTICLE II **ADMINISTRATION OF THIS AGREEMENT**

Section 2.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Scope of Services, in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Scope of Services to be free from defect of material or workmanship and conform strictly to the specifications, drawings or

samples specified or furnished. This Section 2.1 shall survive any inspection, delivery, acceptance or payment by FRISCO.

Section 2.2 Oversight: All of the work associated with the Scope of Services shall be performed under the direction of Katie Kent, Community Development Director; it is expressly understood and agreed that some of the work may have commenced prior to the formal execution of this Agreement, in which event such work is incorporated into the Scope of Services and is deemed to have been and is authorized by this Agreement.

Section 2.3 Ownership and Use of Documents:

(a) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Scope of Services. They are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FRISCO. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(b) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FRISCO (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FRISCO and the design professional and specific written verification or adaption by the design professional.

(c) Notwithstanding the provisions of Sections 2.3(a) and (b) above, FRISCO reserves the right to utilize any documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement. FRISCO shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 2.4 Insurance:

(a) CONTRACTOR agrees to procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by CONTRACTOR under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law.

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall name FRISCO, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(c) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Section 2.4(c).

(d) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If CONTRACTOR has no owned automobiles, the requirements of this Section 2.4(d) shall be met by each employee of CONTRACTOR providing services to FRISCO under this Agreement.

(e) The insurance policies required by Sections 2.4(a), (b) and (d) shall name FRISCO, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(f) Every policy required under this Section 2.4 shall be primary insurance, and any insurance carried by FRISCO, its officers, or its employees, or carried by or provided through any insurance pool of FRISCO, shall be excess and not contributory insurance to that provided by CONTRACTOR. CONTRACTOR shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(g) Prior to commencement of this Agreement, CONTRACTOR shall provide FRISCO with a certificate of insurance completed by CONTRACTOR's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or

materially changed until at least thirty (30) days' prior written notice has been given to FRISCO. The completed certificate of insurance shall be sent to:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Katie Kent

(h) CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of CONTRACTOR's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which FRISCO may immediately terminate this Agreement, or at its discretion FRISCO 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 FRISCO shall be repaid by CONTRACTOR to FRISCO upon demand, or FRISCO may withhold the cost of the premiums from any monies due to CONTRACTOR from FRISCO.

(i) The parties hereto understand and agree that FRISCO is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to FRISCO, its officers, or its employees.

Section 2.5 Indemnification:

(a) CONTRACTOR shall indemnify and hold harmless FRISCO and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to copyright infringement, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any person described in this Section 2.5(a).

(b) In any and all claims against FRISCO or any of its agents or employees by any employee of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under this Section 2.5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for CONTRACTOR or any subcontractor under worker's or workman's compensation actions, disability benefit acts or other employee benefit acts.

Section 2.6 Subcontractor: CONTRACTOR shall, as soon as practicable after the signing of this Agreement, notify FRISCO in writing for FRISCO's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor.

Section 2.7 Termination of Agreement:

(a) This Agreement shall terminate on December 31, 2025, or upon either party hereto providing the other party with thirty (30) days advance written notice of termination, whichever occurs first. After termination, FRISCO shall pay CONTRACTOR for all work previously authorized and completed prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached this Agreement, FRISCO shall have any remedy or right of set-off available at law and equity. If this Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by FRISCO thereafter shall be at FRISCO's sole risk, unless otherwise consented to by CONTRACTOR.

(b) Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FRISCO's obligations under this Agreement are subject to annual appropriation by the Town Council of FRISCO. Any failure of a Town Council annually to appropriate adequate monies to finance FRISCO's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.8 Binding Effect: FRISCO and CONTRACTOR each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FRISCO nor CONTRACTOR shall assign or transfer its interest in this Agreement without the written consent of the other.

Section 2.9 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Mailing by United States mail or hand-delivery, and electronic mail shall be utilized.

FRISCO:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Katie Kent

CONTRACTOR:

Comprehensive Building Code Services,
LLC
P.O. Box 880
Eastlake, Colorado 80614
Attn: John C. Schumacher, Jr., CBO

Electronic mail: katiek@townoffrisco.com Electronic mail: info@cbscode.com

ARTICLE III

RESPONSIBILITIES OF FRISCO

Section 3.1 Project Materials: FRISCO shall make available data related to the Project, including design specifications, drawings and other necessary information. Data so furnished to CONTRACTOR shall be furnished at no cost and shall be returned to FRISCO at the earliest possible time.

Section 3.2 Access to Property and Records: FRISCO shall provide CONTRACTOR with access to public property as required and necessary to complete the contract. To the extent required by law, FRISCO and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-101, *et seq.* CONTRACTOR agrees to hold FRISCO harmless from the disclosure of any records that FRISCO reasonably believes it is legally required to disclose.

Section 3.3 FRISCO's Representative: FRISCO shall designate, in writing, a representative who shall have authority to act for FRISCO with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FRISCO's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

Section 3.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FRISCO, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

ARTICLE IV

COMPENSATION FOR SERVICES

Section 4.1 Compensation: CONTRACTOR shall be compensated for services as described in Attachment B hereto. Attachment B hereto is hereby incorporated by reference and made a part of this Agreement.

Section 4.2 Payment: FRISCO shall pay CONTRACTOR monies due under this Agreement within thirty (30) days after invoice date, provided such amounts are not in dispute or the subject of setoff.

ARTICLE V
MISCELLANEOUS

Section 5.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado.

Section 5.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

Section 5.3 Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 5.4 No Third Party Benefit: This Agreement is between FRISCO and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

FRISCO

By: _____
Name: Frederick J. Ihnken
Title: Mayor

Attest:

Stacey Nell, Town Clerk

CONTRACTOR

By: _____
Name: John Schumacher, Jr.
Title: Owner

ATTACHMENT A SCOPE OF WORK

Comprehensive Building Code Services, LLC (CBCS), shall provide building division administration, management, inspection, plan review, and permit intake and processing services in accordance with the specifications below.

CBCS shall provide full building division administration, management, plan review, inspection, and building, plumbing, and mechanical permit intake and processing services Monday through Friday, 8:00 a.m. through 4:30 p.m., excluding weekends (Saturday and Sunday) and holidays as observed by the Town of Frisco. Full-service division administration shall include the performance of the duties and responsibilities of the positions of Chief Building Official, Plans Examiner, Building Inspector, and Permit Technician/Administrative Coordinator as outlined in the job descriptions provided to the Town of Frisco. Administration, management, plan review, inspection and permit intake and processing duties and responsibilities necessary to ensure the full function and execution of the daily duties of the Town of Frisco building division shall include the following:

1. Participation of CBCS staff, at the request of the Community Development Director or designee, in-person or virtually, of up to an aggregate total of twelve (12) hours in staff or public meetings per month, during normal business hours, without additional compensation. Participation of CBCS staff, as requested by the Community Development Director or designee, in-person or virtually, in excess of an aggregate total of twelve (12) hours in staff or public meetings per month, during normal business hours, shall be compensated at the hourly and mobilization rates as prescribed for each staff member classification in ATTACHMENT B, COMPENSATION.
2. Participation of CBCS staff, at the request of the Community Development Director or designee, in-person or virtually, of up to an aggregate total of four (4) hours in staff or public meetings per month, outside normal business hours, without additional compensation. Participation of CBCS staff, as requested by the Community Development Director or designee, in-person or virtually, in excess of an aggregate total of four (4) hours in staff or public meetings per month, outside normal business hours, shall be compensated at the hourly and mobilization rates as prescribed for each staff member classification in ATTACHMENT B, COMPENSATION.
3. Performance by CBCS staff of building, plumbing, mechanical, and/or energy code related field inspections or on-site consultation meetings outside normal business hours, up to an aggregate total of eight (8) hours per month, including travel time, as pre-authorized by the Community Development Director or designee a minimum of twenty-four (24) hours in advance. Performance of building, plumbing, mechanical, and/or energy code related

field inspections outside normal business hours by CBCS staff, as requested by the Community Development Director or designee, in excess of an aggregate total of eight (8) hours per month, including travel time, outside normal business hours, shall be compensated at the hourly and mobilization rates prescribed for each staff member classification in ATTACHMENT B, COMPENSATION.

4. Response by CBCS staff to requests for emergency building services by the Frisco Police Department and/or Summit Fire and EMS during normal business hours and outside normal business hours.
5. Formulation and/or revision by CBCS staff of building, plumbing and mechanical permit and/or plan review fee schedules, as requested by the Community Development Director or designee.
6. Implementation and administration by CBCS staff of permitting and/or plan review software provided by the Town, as requested by the Community Development Director or designee.

“EXCLUDED SERVICES” are services by CBCS staff to facilitate the adoption, amendment, or update of building, plumbing, mechanical, and energy codes adopted by the Town of Frisco. Services by CBCS staff to facilitate the adoption, amendment, or update of building, plumbing, mechanical, and energy codes shall be performed, only if requested, under a separate amendment or contract.

“EXCESS SERVICES” are those in excess of the time prescribed in items 1-3 above. CBCS staff hours in excess of the time allotted in items 1-3 shall be billed in accordance with the hourly and mobilization rates prescribed for each staff member classification in ATTACHMENT B, COMPENSATION.

ATTACHMENT B COMPENSATION

The below fee schedule shall apply to services provided by Comprehensive Building Code Services, LLC, or “CBCS”, as outlined in ATTACHMENT A. Fees for building department services shall be as outlined in this document.

Fees for provision of services as detailed in ATTACHMENT A, shall be a monthly payment of Thirty-three Thousand Eight Hundred Fifty dollars (\$33,850.00). Payments may be prorated on a daily basis for the first and last months of the contract if a full month of services is not provided. CBCS shall provide an invoice for services on the first (1st) of each month following the month for which services have been provided. Fees for services provided in excess of those detailed in ATTACHMENT A, if any, shall be detailed and included on the invoice. Payments are due to CBCS on or before the thirtieth (30th) of each month proceeding the month for which services have been provided, and a monthly interest charge of two percent (2%) per month shall apply to all late payments.

Fees for services designated as “Excluded” or “Excess” in ATTACHMENT A, shall be calculated in accordance with the “CBCS STAFF HOURLY RATES AND MOBILIZATION FEES FOR EXCLUDED OR EXCESS SERVICES” fee table below.

For the purposes of determination and assessment of fees, “Normal Business Hours” shall be defined as Monday through Friday, 8:00 a.m. to 4:30 p.m. workdays on which the Town of Frisco is open for business. Hours outside of the “Normal Business Hours”, weekend days (Saturday and Sunday), and holidays as observed by the Town of Frisco shall be considered “Outside Normal Business Hours” for the purposes of determination and assessment of fees.

CBCS STAFF HOURLY RATES AND MOBILIZATION FEES FOR EXCLUDED OR EXCESS SERVICES:

Chief Building Official

Normal Business Hours*	\$180.00 per hour*
Outside Normal Business Hours*	\$270.00 per hour*

Plans Examiner

Normal Business Hours*	\$140.00 per hour*
Outside Normal Business Hours*	\$210.00 per hour*

Building Inspector

Normal Business Hours*	\$135.00 per hour*
Outside Normal Business Hours*	\$197.50 per hour*

Permit Technician

Normal Business Hours*	\$90.00 per hour*
Outside Normal Business Hours*	\$135.00 per hour*

Outside Consultants
All Business Hours*

Costs plus ten (10%) percent*

Mobilization Fee
CBCS staff

\$110.00 per service event requiring travel by

**Hourly fees are assessed in thirty (30) minute increments, with partial increments rounded to the next thirty (30) minutes.*