

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 3 – SERIES 2010**

**AN ORDINANCE CONTRACTING WITH ALPINE BUILDING CONSULTANTS, INC FOR TOWN WIDE BUILDER INSPECTION SERVICE AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT.**

**WHEREAS**, the Minturn Town Council of the Town of Minturn, Colorado requires certain building-related inspection services pursuant to certain building and construction codes adopted by the Town, and;

**WHEREAS**, Alpine Building Consultants, Inc desires to provide such building-related inspection services for the Town

**NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO ORDAINS:**

Section 1. The Town Manager is authorized to negotiate and the Mayor is authorized to sign an agreement and such other documents as are reasonably necessary with Alpine Building Consultants, Inc., a Colorado Corporation concerning the scope of work and cost for such building inspection services.

Section 2. This Ordinance shall not take effect until the agreement is signed by the representatives of all of the necessary parties hereto.

Section 3. Severability. If any part, section, sub-section, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance; and the Town Council for the Town of Minturn, Colorado hereby declares it would have passed this ordinance and each part, section, sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more parts, sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

Section 5. The repeal or the repeal and re-enactment of any provision of the Minturn Municipal Code as provided in this ordinance shall not affect any right which has accrued, and duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision repealed or repealed and re-enacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

**INTRODUCED, READ BY TITLE IN FULL, APPROVED ON THE FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL THE 17th DAY OF March, 2010.** A public hearing on this ordinance shall be held at the regular meeting of the Town Council of the Town of Minturn, Colorado on the **7th** day of **April**, 2010, at 7:00 p.m. at the Minturn Town Center, 302 Pine Street, Minturn, Colorado.

Hankery Flaherty  
MAYOR

ATTEST:

Jay Brunvand  
JAY BRUNVAND, TOWN CLERK



THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE, READ BY TITLE, ENACTED AND ORDERED PUBLISHED BY TITLE ONLY ON SECOND READING THIS 7<sup>th</sup> DAY OF APRIL, 2010.

Hankery Flaherty  
MAYOR

ATTEST:

Jay Brunvand  
JAY BRUNVAND, TOWN CLERK



## **AGREEMENT FOR INSPECTION SERVICES**

**THIS AGREEMENT** is made and entered into as of this 17th day of March, 2010, by and between the **TOWN OF MINTURN**, a Colorado municipal corporation (the "TOWN"), and **Alpine Building Consultants Inc.**, a Colorado corporation (the "CONTRACTOR").

WHEREAS, the TOWN requires certain building-relating inspection services pursuant to certain building and construction codes adopted by the Town; and

WHEREAS, Contractor desires to provide such building-related inspection services for the Town.

**NOW, THEREFORE**, in order to effect the foregoing, and in consideration of the mutual covenants and agreements set forth herein, the Town and the Contractor hereby agree as follows.

1. Appointment of Contractor. Subject to the terms and conditions set forth in this Agreement, the Town hereby appoints the Contractor as its exclusive agent to perform building-related inspection duties as more fully described in Section 2 of this Agreement. Contractor will provide back up inspection services during absences.

2. Duties of Contractor. Contractor shall provide all services described below, with the exception of planning and zoning, and electrical inspections, including but not limited to reviewing building plans, inspecting structures and maintaining building permit files as specifically described below.

(a) Contractor shall review building plans and determine whether such plans are in compliance with the various building and construction related codes adopted by the Town including, but not limited to, the International Building Code, International Residential Code, International Mechanical Code, International Plumbing Code, International Energy Conservation Code, and the International Fuel Gas Code (hereinafter collectively referred to as the "codes") as adopted by the Town Council of the Town of Minturn and any other ordinances governing such plans in effect within the Town. Contractor's initial review of building plans shall be completed within fifteen (15) working days of Contractor's receipt of three (3) copies of the completed permit application and the proposed building plans as required by the International Codes:

(b) Contractor shall notify the building permit applicant in writing of any required revisions or additions to the building plans application when Contractor determines said plans are not in compliance with the codes and any applicable ordinances as stated above;

(c) Contractor shall meet with consultants, including but not limited to architects, building designers, contractors and owner/builders to resolve issues regarding the review of building plans;

(d) Contractor shall forward all site plans to the Town for approval by the Town's Planning and Zoning Department;

(e) Contractor shall make all required building inspections within the incorporated boundaries of the town pursuant to the Codes and any applicable ordinances as stated above. Contractor shall be available to perform inspections weekdays (excluding national holidays) during the term of this agreement. Permit holders shall schedule all inspections with the Contractor at least one working day in advance of the requested inspection time;

(f) Contractor shall notify the permit holder in writing of approval of each inspection or any required corrections when said inspection is not approved;

(g) Contractor shall track and follow-up on building permits for which no inspection request has been received for 180 days;

(h) Contractor shall forward copies of all applications, permits, plans and inspection reports relating to the building permits that have been granted final inspection approval to Town within fifteen (15) working days of the Contractor's performance of the final inspection;

(I) Contractor shall investigate all code violation complaints on property located within the boundaries of the Town upon the request of the Town within fifteen (15) working days of the Town's request.

(j) Contractor shall provide expert testimony at the Town's Council meetings or meetings of the Town's Planning & Zoning Committee as reasonably requested by the Town;

(k) Contractor shall not provide inspections during construction on specialized types of construction work as set forth in the International Codes or as adopted by the Town. Such inspections shall be performed by specialized inspectors retained by the project owner or an agent thereof; and

(l) In the event that the Town approves construction materials or techniques not in conformance with the adopted Codes, which affect life safety items or fails to support a correction notice issued by Contractor on behalf of the Town, Contractor shall not be required to participate in any further inspections related to that specific permit. Contractor may notify the Town verbally of its intent to discontinue its services with regard to such a product but must follow such verbal notice with written notice setting forth the specific reasons for discontinuance of inspection activities within fifteen (15) working days of such verbal notice.

### 3. Duties of the Town.

(a) The Town shall provide Contractor with copies of all standards guidelines, criteria, ordinances, regulations and written materials, other than the Codes, having specific application within the Town and utilized by the Town to govern the inspection and plan review of structures;

(b) The Town shall provide Contractor with all information requested by Contractor regarding each building project;

(c) The Town shall provide assistance to Contractor, if necessary, in obtaining information from private parties or other governmental or quasi-governmental entities, agencies or subdivisions. However, the Contractor shall be responsible for making all initial contact with respect to the gathering of such information;

(d) The Town shall issue all permits after building plans have been approved and fees have been paid to the Town.

(e) The Town shall provide all required forms including but not limited to building, plumbing, mechanical, permit applications, and building permits and

(f) The Town's Ordinance Officers shall provide information to the Contractor regarding building, remodeling, and all other building-related activities, that is found to be in progress within the boundaries of the Town without an appropriate permit and shall issue "Stop Work Orders" for such activities;

(g) The Town shall issue the Certificate of Occupancy for each project as required in the International Codes, after receiving notification of satisfactory final inspection on the project from the Contractor.

4. Term. Subject to the provisions for termination hereinafter provided, the initial term of this Agreement shall be three years commencing on the date hereof. This Agreement shall automatically be renewed after the initial term for a one year terms unless notice is given by either party not less than ninety (90) days prior to the expiration of the initial term or any extension thereof.

5. Compensation. For all services rendered by the Contractor under this Agreement, the Town shall be obligated to pay the Contractor: 100% of the Plan Review fees and 80% of the Building Permit, Plumbing Permit, Mechanical Permit, and Reinspection fees. For appearing at depositions and hearings and consulting with the Town Attorney, contractor shall be paid compensation for time at a rate of \$75.00 per hour. Contractor shall direct invoices for the fees set forth above to the Town, at the address set forth in Section 9 of this Agreement on or before the tenth day of each month. Such invoices shall be approved and paid by the Town at its next regularly scheduled bill-paying session. If payments are more than ninety (60) days in arrears Contractor may suspend its services to the Town until all arrearage are paid in full.

The term "Permit Fee" is defined as those fees which are charged for the Building Permit, the Plumbing Permit and the Mechanical Permit. Such fees are based on the fee

schedule noted in the Codes. The Term "Plan Check Fee" is defined as that fee which is paid for the review of the building plans submitted by the building permit holder. Such fee is sixty-five (65%) percent of the Building Permit Fee. The term "Reinspection Fee" is defined as that fee which is paid by an inspection applicant as provided for in the International Codes for any of the following reasons: (a) any inspection requested of work that is not complete; (b) when corrections called for are not made; (c) if the approved plans are not readily available to the inspector at the construction site at the time of the inspection; (d) failure to provide an address on the date and time for which the inspection is requested; and (e) for deviations from the approved plans without written notification and subsequent evaluation of plans for said deviation. A reinspection fee of \$125.00 per inspection may be charged at the Contractor's discretion.

The contractor agrees to provide its employees with worker's compensation protection and to pay all appropriate social security taxes.

6. Authority and Capacity. The parties agree that Contractor, and its employees or subcontractors are acting as independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture, or make either party an agent or representative of the other except with respect to the specific duties required under the terms of this Agreement. Neither party has the authority to bind the other or incur any liability on behalf of the other, except to the extent outlined by the Codes and for the purposes expressly proved by this Agreement. Neither party has the authority to direct the employees of the other. Furthermore, the parties acknowledge that Contractor, its employees or subcontractors do not consider themselves to be employees of the Town and are not entitled to any of the Town's employment rights or benefits.

7. Employees and Subcontractors. Contractor shall, at its sole expense, secure and hire any persons or entities as may, in the opinion of the Contractor, be necessary to comply with terms of this Agreement. Such employees or subcontractors shall be under the sole control and direction of the Contractor for normal building plan review or building inspection services for the Town except upon the prior written approval of the Town.

8. Ownership of Inspection-Related Materials. All documents, permits, notices, plans, drawings, and reports prepared by Contractor pursuant to the terms of this Agreement, shall be considered property of the Town. Contractor, may, however, make and retain such copies of said documents and materials as Contractor may desire. The Town, its staff or authorized agent may not use, reuse, alter or revise any of the plans and specifications except in relation to site intended.

9. Notices. All notices, demands or requests (however characterized or described) required or authorized hereunder shall be deemed sufficiently given if in writing and sent by certified mail, the case of the Town to:

Town Manager  
P.O. Box 309  
Minturn, CO 81645

or in the case of the Contractor to:

Alpine Building Consultants, Inc.  
P.O. Box 311  
Glenwood Springs, Colorado 81602

10. Assignment of Agreement. Neither party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent to such assignment or transfer by the either party hereto. Any attempted assignment without written consent by the non-assigning party shall be void and without force or effect at the option of the latter. All the provisions of this Agreement shall be binding upon the respective employees, delegates, successors, heirs and permitted assignees of the parties.

11. Further Instruments. The parties shall execute and deliver any and all other instruments and shall take any and all other actions as may be reasonable necessary to carry the intent of this Agreement into full force and effect.

12. Severability. If any provision of this Agreement shall be held declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason by any court of competent jurisdiction government authority or otherwise, such holding, declaration or pronouncement shall not effect adversely any other provisions of this Agreement, which shall otherwise remain in full force and effect and be in forced in accordance with its terms and the effect of such holding, declaration or pronouncement shall be limited to the territory or jurisdiction in which made.

13. Waiver. All the rights and remedies of either party under this Agreement are cumulative and not exclusive of any other rights and remedies provided by law. No delay or failure on the part of either party in the exercise of any tight or remedy arising from a breach of this agreement shall operate as a waiver of any subsequent right or remedy arising from a subsequent breach of this Agreement. The consent of any party where required hereunder to any act or occurrence shall not be deemed to be a consent to any other act or occurrence.

14. General Provisions. This Agreement shall be construed and enforced in accordance with and governed by, the laws of the State of Colorado. Except as otherwise expressly stated herein, time is of the essence in performance by either party. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understanding relating to this subject matter. This Agreement may not be modified or amended or any term of provision hereof waived or discharged except in writing signed by the party against whom such amendment modification, waiver, or discharge is sought to be enforced. The headings of this Agreement are for convenience and reference only and shall not limit or otherwise affect the meaning thereof. This Agreement may be executed in any number of counterparts, each of which shall be

deemed on original but all of which is taken together shall constitute one and the same instrument.

15. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

16. Insurance. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Such coverages shall be procured and maintained with forms and insurers acceptable to the City/Town. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- a. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.
- b. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) 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.
- c. 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/or

non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

- d. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- e. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the City/Town, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City/Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

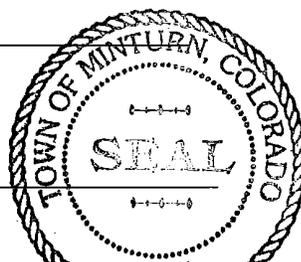
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

THE TOWN  
Town of Minturn, Colorado

By: Henrietta Flaherty

ATTEST:

By: [Signature]



THE CONTRACTOR  
Alpine Building Consultants, Inc.

By: Charles Janci

ATTEST:

By: \_\_\_\_\_

**Town of Minturn**  
JIM WHITE  
TOWN MANAGER



**Town Council**  
MR. GORDON FLAHERTY, MAYOR  
MR. GEORGE BRODIN, MAYOR PRO TEM  
MR. AGGIE MARTINEZ, COUNCILMAN  
MR. JERRY BUMGARNER, COUNCILMAN  
MRS. LORRAINE HASLEE, COUNCILMAN  
MRS. SHELLEY BELLM, COUNCILMAN  
MR. MATT SCHERR, COUNCILMAN

Chuck Lanci  
Alpine Building Consultants  
P.O. Box 311  
Glenwood Springs, CO 81602

March 8, 2010

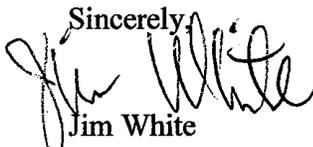
Dear Mr. Lanci,

As Town Manager for the Town of Minturn, and with Town Council support, I am writing to extend your previous contract, signed on March 8, 2007, to serve as the Town of Minturn's Building Official through April 7, 2010.

The offer we are preparing for the next year is slated to be approved by Ordinance and is prepared for first reading at Town Council on March 17, 2010. The second and Final Reading will be April 7, 2010. The currently proposed 2010 contract holds your compensation at the same rates as specified in the 2007 contract. This will be a one year contract from the date of final approval, anticipated to be April 7, 2010. This agreement shall automatically renew after the initial term for one year terms unless notice is given by either party not less than ninety days prior to the expiration of the initial term, or any extension thereof.

We appreciate the work you have done for us over the past years and look forward to working with you again in 2010.

Sincerely,

  
Jim White  
Town Manager

Cc: Town Council

P.O. Box 309, 302 Pine Street, Town of Minturn, CO 81645  
Tel: 970 / 827-5645 Fax: 970 / 827 5545  
Market@minturn.org  
www.minturn.org

ord 3-2000

## TOWN OF MINTURN ORDINANCE CHECKLIST

### FIRST READING

3/17 The ordinance shall be introduced and read by title at any regular or special meeting. Copies shall be available to the public.

3/17 ~~WNT TO~~ <sup>8PM</sup> If the ordinance is approved on first reading, Mayor and Clerk must sign ordinance after first reading. It shall be published in full in a newspaper of general circulation within the Town. The minutes shall reflect number of votes for and against each ordinance.

N/A If the ordinance is tabled, it shall be reconsidered at subsequent meetings until it is approved with or without amendment or rejected by vote of the Council.

\_\_\_\_\_ The Council shall set a day, hour and place at which the Council shall hold a public hearing on the ordinance, and notice of such day, hour and place shall be included in the first publication.

### SECOND READING

4/7 The ordinance shall be introduced a second time at the meeting at which the public hearing on the ordinance is held. The ordinance may be read by title only on second reading. The ordinance may be amended before final approval or rejection by vote of the Council. The text of any such amendment or amendments shall be read in full.

4/21 If the ordinance is substantially amended it shall be published in full after final passage. If not amended in substance, it may be published either by title or in full, as the Council may determine, after final passage.

4/7 The minutes shall reflect the number of votes for and against the ordinance.

4/15 A true copy of every ordinance shall be numbered and recorded in the official records of the Town. Its adoption and publication shall be authenticated by the signatures of the Mayor or Mayor Pro Tem and the Town Clerk and by the certificate of publication. Proof of publication for both readings shall be attached to the ordinance.

\_\_\_\_\_ The effective date of ordinances is seven (7) days after publication following final passage unless a later date is prescribed in the ordinance.

Mon, Apr 26, 2010  
4950449

10:48:21

Ad Ticket #5

**Acct:** 1003134  
**Phone:** (303)827-5645  
**E-Mail:**  
**Client:**  
**Caller:** Michelle Metteer  
**Receipt**

**Name:** Town of Minturn  
**Address:** 302 Pine

**City:** Minturn  
**State:** CO  
**Zip:** 81645

**Ad Name:** 4950449A  
**Editions:** 8VD/8VDI/  
**Start:** 04/29/10  
**Color:**  
**Copyline:** 4950449 Ordin 3-2010

**Original Id:** 0  
**Class:** 0990  
**Stop:** 04/29/10  
**Issue** 1  
**Rep:** Pam Schultz

Lines:	17
Depth:	1.43
Columns:	1
Discount:	0.00
Commission:	0.00
Net:	0.00
Tax:	0.00
<b>Total</b>	<b>5.43</b>
Payment	0.00

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 3 - SERIES 2010**

AN ORDINANCE CONTRACTING WITH ALPINE BUILDING CONSULTANTS, INC FOR TOWN WIDE BUILDER INSPECTION SERVICE AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT.

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE, READ BY TITLE, ENACTED AND ORDERED PUBLISHED BY TITLE ONLY ON SECOND READING THIS 7th DAY OF APRIL, 2010.

Published in the Vail Daily April 29, 2010.  
(4950449)

Ad shown is not actual print size