

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, AUTHORIZING
TOWN STAFF TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH
MYERS AND COMPANY TO FABRICATE AND INSTALL THE BASALT AVENUE
ENTRANCE SIGN ON THE SOUTH SIDE OF HIGHWAY 82, BASALT, COLORADO**

**Town of Basalt, Colorado
Resolution No. 05
Series of 2018**

RECITALS

1. The Basalt Chamber Sign Committee (BCSC) in conjunction with the Basalt Business Center (BBC) Association commissioned the design of an entry sign for Basalt Avenue on the south side of Highway 82 consistent with Resolution No. 21, Series of 2017 and the Town Staff administered a request for bids for the fabrication and installation of the entry sign consistent with Resolution No. 29, Series of 2017.

2. The invitation to bid was published in the Aspen Daily News on March 8, 2018 and March 15, 2018. Additionally, the invitation to bid was posted on the Town's website and provided to select companies that informed Town Staff that they were interested in bidding on such a project.

3. The Town received two (2) bids, one from Myers and Company Architectural Steel and one from Colorado Mountain Graphics/Roaring Fork Sign and Lighting.

4. The bid received from Myers and Company was the lowest bid at \$35,226 and includes all of the actions determined necessary by Town Staff for successful fabrication and installation of the sign.

NOW, THEREFORE, BE IT RESOLVED by the Basalt Town Council of Basalt, Colorado, as follows:

Based on the evidence, testimony, exhibits, and comments from the public and Town Staff, the Basalt Town Council hereby:

1. Authorizes Town Staff to enter into a Professional Services Agreement with Myers and Company Architectural Steel to fabricate and install the Basalt Avenue Entrance Sign south of Highway 82 on Town-owned property based on the draft

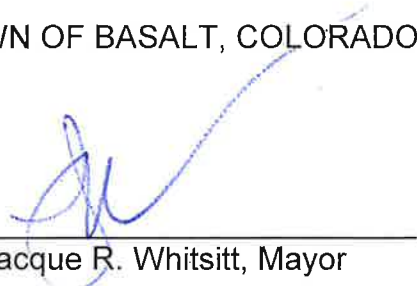
Please return to:
TOWN OF BASALT
101 Midland Avenue
Basalt, CO 81621

Professional Services Agreement attached hereto as **Exhibit "A"**.

2. Determines that the project is subject to the 1% fee for public art.
3. Grants authorization to the Town Manager to approve minor amendments to the Professional Services Agreement as is determined necessary to complete the fabrication and installation of the sign, consistent with the Town's procurement policy.

READ AND ADOPTED on April 10, 2018, by a vote of 5 to 0.

TOWN OF BASALT, COLORADO

By: 
Jacque R. Whitsitt, Mayor

ATTEST

By: 
Pamela K. Schilling, Clerk



Exhibit "A"

TOWN OF BASALT
101 MIDLAND AVENUE
BASALT, COLORADO 81621
(970) 927-4701

AGREEMENT FOR PROFESSIONAL SERVICES

Date: April 2, 2018

Project Name: Fabrication and Installation of
the Basalt Avenue Entrance Sign on the
Southside of Highway 82

Description: Myers and Company Architectural Metals has provided a bid for the fabrication and installation of the Basalt Avenue Entrance Sign on the Southside of Highway 82.

Contractor: Myers and Company Architectural Metals

Contractor Manager: Bobby Martin

Address: 555 Basalt Avenue, Basalt, CO 81621

Phone: (970) 927-4761

Email address: bmartin@myersandco.com

1. **SCOPE OF WORK:** Myers and Company Architectural Metals will be fabricating and installing the Basalt Avenue Entrance Sign on the south side of Highway 82 based on the construction drawings prepared by Aceto Landscape Architects dated 10/11/17 as outlined on the proposed scope attached hereto as Exhibit A.

2. **LEGAL DESCRIPTION OF PROPERTY:** Town Property on the south side of Highway 82 at the intersection of Basalt Avenue/Highway 82.

3. **TIME REQUIREMENTS AND COMPENSATION:** Contract Amount- Fixed Price not to exceed \$35,226. The deliverables shall be an installed Basalt Avenue Entrance Sign based on the design and materials identified on the construction drawings prepared by Aceto Landscape Architects dated 10/11/17. The sign shall be fabricated and installed by July 1, 2018. Town Planning Director may authorize extension of the date by which deliverables are due or additional services in writing.

Applicable N/A

- X 4. **Authorization to Proceed.** Execution of this Agreement by Basalt will constitute authorization for Contractor to proceed with the Project, unless otherwise provided for in this Agreement.
- X 5. **Billing Rates.** Both parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis in accordance with the attached schedule of billing rates and expenses, and shall be in addition to any budget, bid or maximum price agreement for the above-described Scope of Work.
- X 6. **Direct Expenses.** Contractor's direct expenses are those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, and lodging, mail courier services, equipment materials and supplies; (2) Contractor's current standard rate charges for direct use of vehicles, computing systems, word processing, and printing.
- X 7. **Standard of Care.** Services performed under this Agreement are to be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No warranty, expressed or implied, is made or intended by the interpretation of consulting services or by furnishing oral or written reports of the findings made. Contractor services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.
- X 8. **Termination.** This Agreement may be terminated for convenience on 30 days written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Contractor will be paid for all authorized work actually performed up to the termination date. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this

Agreement.

Applicable N/A

- X 9. **Payment to Contractor.** All fees, commissions, product charges and expenses billed shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 11/2 percent per month (18% A.P.R.). In the event any sum is not timely paid, Contractor shall be entitled to recovery of all costs of collection, including reasonable attorneys' fees and expenses. Invoices must be approved by the Town Project Manager. Client agrees that all statements not objected to in writing within thirty (30) days of receipt are assumed to be final and binding upon the parties as to the amount due, the adequacy of Contractor's performance and the value of the services provided to Basalt.
- X 10. **Applicable Law, Jurisdiction and Venue.** This Agreement is subject to the laws of the State of Colorado, jurisdiction shall be in the District Court of Colorado, and venue in the County of Eagle, in the event of any legal proceedings arising from the transaction described herein.
- X 11. **Insurance.** Contractor shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect itself adequately from claims made by its employees under applicable Workers' Compensation Act and from claims of bodily injury, death or property damage as may arise from the performance of services under the Agreement. Basalt must obtain its own insurance. Contractor shall secure and maintain errors and omissions (professional liability) insurance providing minimum coverage of \$1,000,000. Contractor will, upon request, file certification of such insurance coverage with Basalt or its authorized representative.
- X 12. **Independent Contractor.** The parties agree that the relationship between Basalt and Contractor is that of an independent contractor. There are no third party beneficiaries to the Agreement.
- X 13. **Indemnity.** Basalt and Contractor each agree, to the extent authorized by law, to indemnify and hold the other harmless including their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses including reasonable attorneys' fees, claimed by third parties to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's breach of contract or negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Basalt and Contractor, they shall be borne by each party in proportion to their respective negligence.

Applicable N/A

- X 14. Opinions of Cost.** When included in Contractor's scope of services, opinions or estimates of probable construction costs are prepared on the basis of Contractor's experience and qualifications and represent Contractor's judgment as a professional generally familiar with the industry. However, since Contractor has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or competitive bidding or market conditions, Contractor cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions or estimates of probable construction cost.
- X** **15. Attorneys' Fees.** In the event of litigation arising from this Agreement the prevailing party shall be awarded its reasonable attorneys' fees and costs.
- X** **16. Severability.** Should any provision of this Agreement be deemed contrary to law or unenforceable, the balance of the Agreement shall remain in full force and effect.
- X** **17. Amendment.** This Agreement may be amended only in writing and signed by the parties.
- X** **18. Additional Provisions.**
- a. When there is a conflict between the terms of this contract and the provisions of the bid, the provisions of this contract shall prevail.
 - b. Watkins Fulk-Gray will be the Town's Project Manager on the contract.

Susan Philp, Planning Director
Town of Basalt

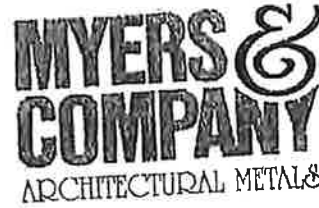
Myers and Company Architectural Metals

B) BIDS

March 19, 2018

Quotation #

01573R2



555 Basalt Ave
Box 2570
Basalt, Colorado 81621
970.927.4761
970.927.4610 fax
www.myersandco.com
www.ironart.com

Town of Basalt
101 Midland Ave.

Basalt, CO 81621
970-927-4701

Attention James Lindt

Allow us to tender our quotation on the project

Town of Basalt - Southside Sign

Subject to the following Inclusions, Exclusions, Terms and Conditions:

Scope of Work

Fabricate and install one "BASALT Business Center Southside" sign per Aceto Landscape Architects rendering dated 10/11/2017. Sign to be veneered with a combination of waterjet cut Corten and Stainless steel. Gabion baskets are included in this pricing, stone fill and support masonry/concrete are not.

This offering includes the following:

Field Measure, Design Drawings, Shop Drawings, Fabrication, Installation, Fasteners, Finish as Described, Project Management, and 6.7% Tax on materials only.

This offering excludes the following:

Any modifications to existing framing or masonry to facilitate installation.
Snow & Ice Removal and SAMPLES.

Terms and Conditions:

GENERAL TERMS & CONDITIONS:

This proposal is subject to acceptance within 30 days from the date tendered and shall be subject to satisfactory arrangement of details.

The AISC Code of Standard Practice shall apply.

This Proposal is predicated on the terms, conditions and limits of Myers & Co. existing Insurance Coverage's. If any changes or additions are required, they will be considered on a case by case basis and may require additional compensation.

PAYMENT & APPROVAL

The purpose of our providing a proposal or entering into any agreement subsequent to this proposal is to further secure our entitlement to payment for the full and faithful performance of the work described in this proposal. It is assumed that we will be required to complete performance of this work-prior to our being fully paid. We will receive partial payments as the work progresses. Payments to us shall include payment



for materials and equipment not incorporated into the work, but delivered and stored at the site or at some other location agreed upon subsequent to this proposal.

~~Our payment terms are Net 10th, 25th prox. with a 1.5%/month finance charge applied to outstanding balances. Proposals do not include the financing of retainage. Retainage is subject to our standard finance charges of 1.5%/month.~~ See paragraph 9 in Professional Services Agreement.

We shall be fully paid subsequent to the completion, approval and acceptance of our work. We expect that any required approval of our work prior to payment will not be unreasonably withheld or delayed.

We will define the term "approval" to mean a specific statement of approval or substantive use of our work by others for the purposes for which it was intended by the original plans and specifications. We will define the term "substantial completion" to mean completion of the bulk of the work outlined in this proposal with only minor items or touch up work remaining.

~~Any delay in payment to Myers & Company for properly performed work will accrue interest at the standard invoice rate (1 1/2 % per month on previous months balance) until we are paid. Any actions necessary to collect such amounts that give rise to costs, including but not limited to reasonable attorney's fees will be included as a payment obligation of the party accepting this proposal.~~ See Paragraph 9 in Professional Services Agreement.

SCHEDULE AND LEAD TIME

The schedule is as yet undefined or difficult to project at this time. We have made our best guess as to the timing of this project and incorporated those assumptions into this proposal. Myers & Company shall make every effort to adhere to this, although changes in the precursor activities may cause delays to our portion of the project. Our fabrication and erection schedule is set based on "approved for fabrication" drawings submitted by the client.

Myers & Company's proposal is based upon the performance of the work required during normal business hours or as specifically referenced by the plans and specifications available at the time of our proposal. Any delays or accelerations caused by the Owner, and General Contractor, or by others shall not cause additional cost to Myers & Company. We expect that every effort will be made to insure adequate lead time on all aspects of this project, by all concerned, in order to assure a professional finished product that we can all be proud of.

Myers & Company will make every effort to make sure that there are no additional costs generated by such delays or accelerations of our work. Any such cost that may arise due to the aforementioned reasons will be negotiated in good faith by the General Contractor.

CHANGES AND ADDITIONAL COSTS

Unless subsequently agreed, we will only make changes in the work as directed by the General Contractor based upon a written change order form or written modification of our proposal. The existence of a signed change order form, signed by a representative of the General Contractor, with the apparent authority to sign such a form will be deemed conclusive with regard to any dispute that may arise concerning compensation for such changes in work.

Pricing of changed work will be based upon standard labor rates and/or material charges in effect at the time the work is performed.



SUBSEQUENT AGREEMENT

Myers & Company proposals are based on the Consensus Docs 750 standard form of sub-contract as published by the Associated General Contractors (AGC). We suggest that this be used as the basis for any subsequent agreement. Any other agreement or one containing terms and conditions that we consider to be more burdensome than those contained in 750 may cause additional costs to Myers & Company beyond those contemplated by our proposal. We will also enter into subsequent agreements subject to the Terms and Conditions referenced in the American Subcontractors Association (ASA) Addendum to Subcontract 1999 Edition.

This proposal may be withdrawn if not accepted within thirty days; HOWEVER, PRICING OF THE MATERIAL PORTION OF THIS PROPOSAL IS SUBJECT TO ADJUSTMENT AT THE TIME OF PURCHASING APPROVED MATERIALS.

It is the responsibility of the customer to protect all finishes present including but not limited to windows.

COD Accounts require a 50% deposit prior to starting work and the balance to be paid upon completion of said work.

We propose to provide this project as described above,
for the lump sum price **\$35,226.00** including taxes.

Thank you for the opportunity to quote on this project.

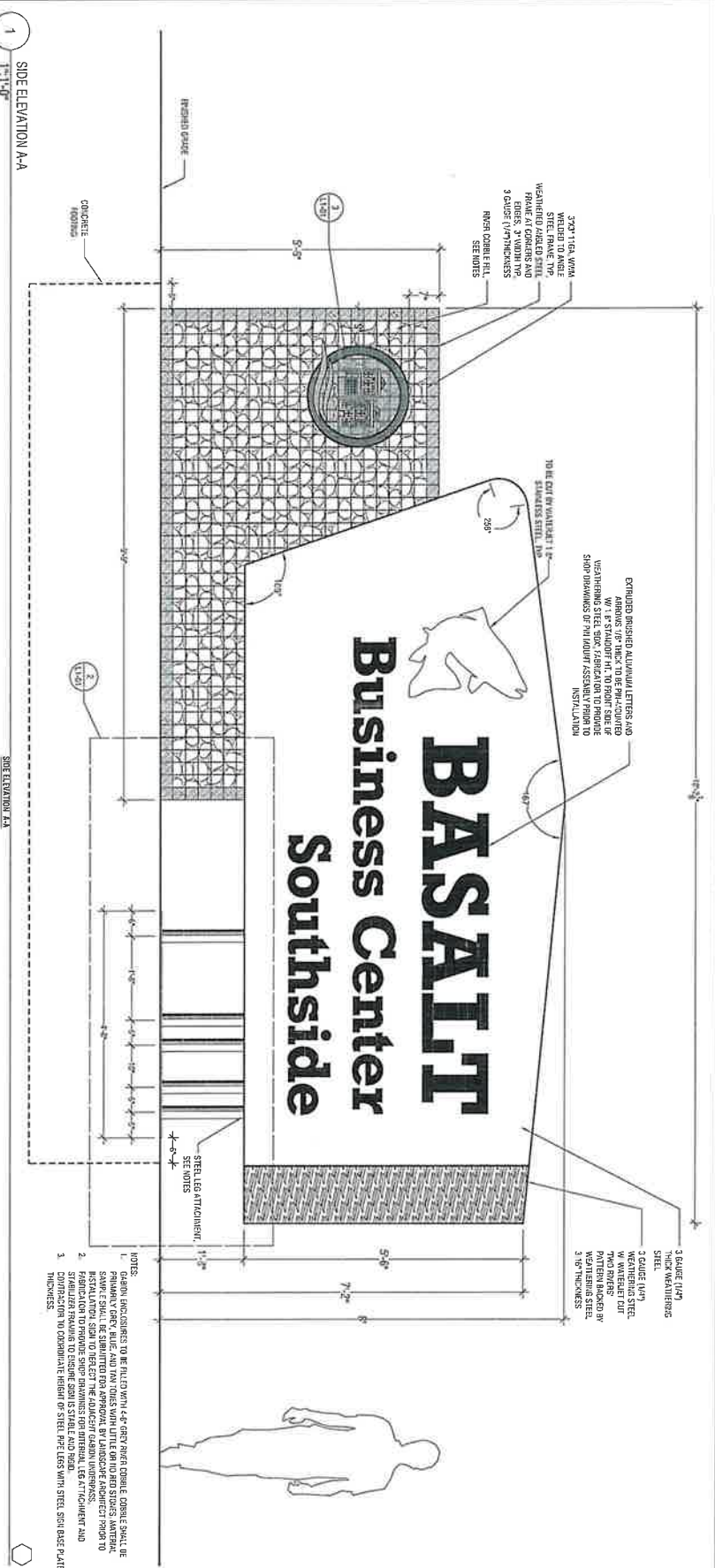
Sincerely,



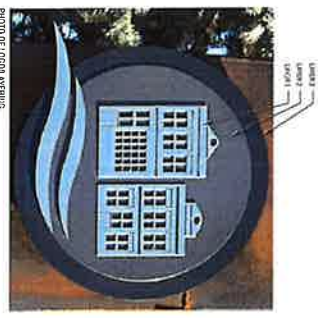
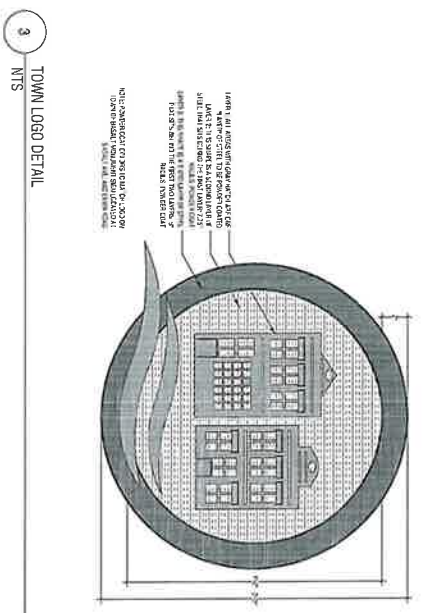
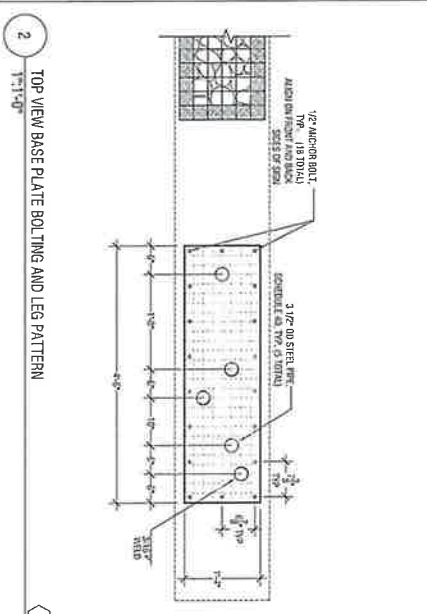
Bobby Martin
Estimator
Myers & Co., Architectural Metals

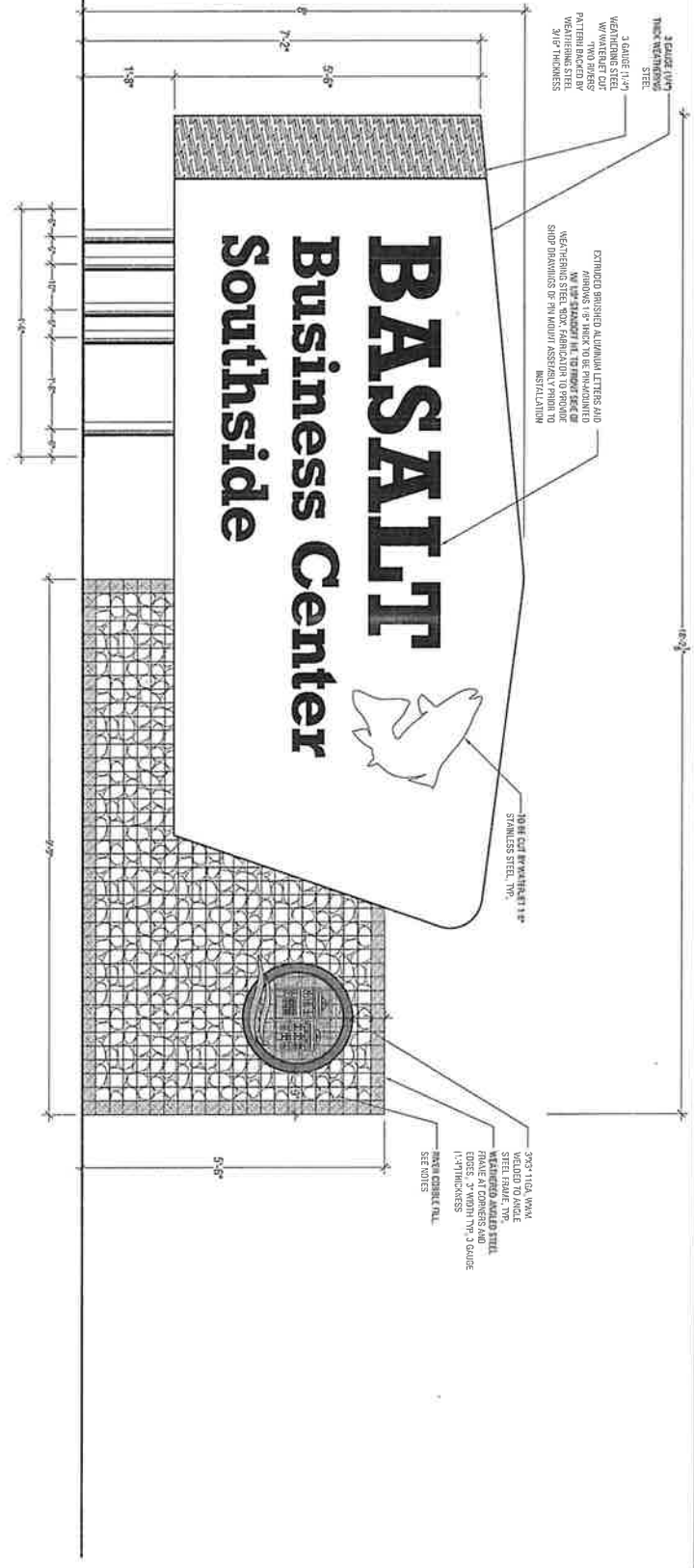
Accepted By _____
Date _____





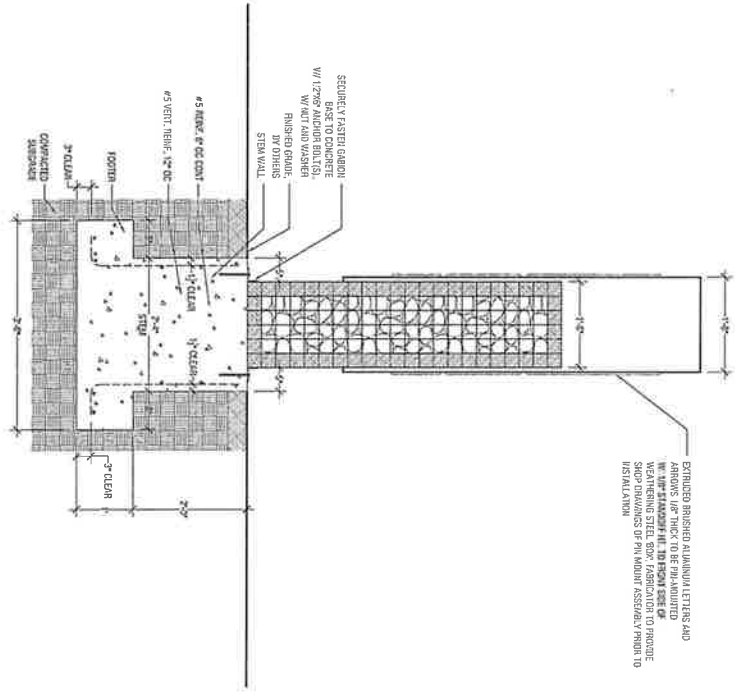
- NOTES:
1. CHAIR ENCLICURES TO BE FILLED WITH 44-GRAY RIBBON DOUBLE COUSLE SHALL BE PRIMARILY GREY, BLUE, AND TAN COLORS WITH LITTLE OR NO RED COLORS. ANTI-GRAB INSTALLATION SHALL TO BE SET BY THE ADVERTISING COMPANY. UNLESS OTHERWISE SPECIFIED.
 2. FABRICATION TO PROVIDE SPEC DRAWINGS FOR MATERIAL, USE ATTACHMENT AND STANDARD FINISHES TO EXISTING SIGNS STYLE AND FROM
 3. STANDARD FINISHES TO EXISTING SIGNS STYLE AND FROM





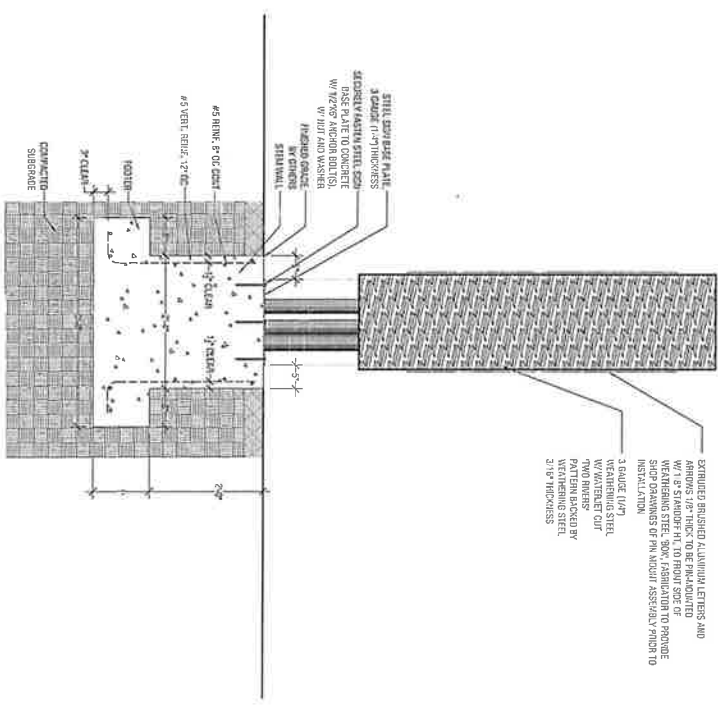
1 SIDE ELEVATION B-B
1"=1'-0"

EXTENDING BRUSHED ALUMINUM LETTERS AND
ARROWS 1/2" THICK TO BE MOUNTED
ON 1" 9" STANDARD H.I. TO RISE TO THE
WEATHERING STEEL BOOM. REBAR TO PROVIDE
STRENGTH TO THE MOUNTING ASSSEMBLY PRIOR TO
INSTALLATION



1 REAR SECTION-ELEVATION
1"=1'-0"

EXTENDING BRUSHED ALUMINUM LETTERS AND
ARROWS 1/2" THICK TO BE MOUNTED
ON 1" 9" STANDARD H.I. TO RISE TO THE
WEATHERING STEEL BOOM. REBAR TO PROVIDE
STRENGTH TO THE MOUNTING ASSSEMBLY PRIOR TO
INSTALLATION



2 FRONT SECTION-ELEVATION
1"=1'-0"

BSS SIGNAGE
SOUTHSIDE DRIVE
BASALT, CO