

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, APPROVING
AN AGREEMENT FOR PROFESSIONAL SERVICES WITH PHIL VAUGHAN
CONSTRUCTION MANAGEMENT, INC.**

**Town of Basalt, Colorado
Resolution No. 28
Series of 2021**

RECITALS

- A. The Town of Basalt wishes to retain a qualified professional to perform the services of construction project manager/owner's representative on various Town capital improvement projects (the "Construction Management Services").
- B. The Town issued a Request for Proposal for the Construction Management Services and received two proposals. Upon review, the Town staff believes that Phil Vaughan Construction Management, Inc. (the "Contractor") is the best-suited to complete the Construction management Services and, accordingly, recommends the Town enter an Agreement for Professional Services with the Contractor for the Construction Management Services.
- C. Staff has identified that there are sufficient funds in 2021 Town budget for the Services.
- D. The Town Council wishes to approve an Agreement for Professional Services with the Contractor for the Construction Management Services and believes it is in the best interests of the Town to do so.

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

- 1. Recitals. The foregoing recitals are incorporated herein as findings of Town Council.
- 2. Professional Services. The Town Council hereby approves Agreement for Professional Services with Contractor to provide the Construction Management Services in substantially the same form as set forth in **Exhibit A**, as determined to be satisfactory to the Town Attorney, and authorizes the Town Manager to execute the same. The Town Council further authorizes the Town Manager and Finance Director to direct Contractor in the performance of the Construction Management Services, and ratifies all actions taken by the Town to date with respect to the procurement and performance of the Construction Management Services.
- 3. Budget. To the extent required, Town staff shall submit to Town Council for

approval any required supplemental appropriation for the Construction Management Services.

READ AND ADOPTED by a vote of 6 to 0 this 22nd day of June 2021.

TOWN OF BASALT, COLORADO

By: *William G. Kane*
William G. Kane, Mayor

ATTEST

By: *Pamela K. Schilling*
Pamela K. Schilling, Town Clerk



EXHIBIT A – Resolution 28, Series 2021

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature hereto (“Effective Date”), by and between the TOWN OF BASALT, COLORADO, a Colorado home-rule municipality (the “Town”), and Phil Vaughan Construction Management, Inc. (“Contractor”).

WHEREAS, the Town desires that Contractor perform the services of construction project manager/owner’s representative on various Town capital improvement projects (the “Services”) as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the proposal attached as **Exhibit A**; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Services.** The Town agrees to retain Contractor to provide the Services, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference, and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. Contractor shall perform the Services at the direction of the Town. The Town reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Contractor and request additional, as-needed services consistent with the Services identified in **Exhibit A**. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.

2. **The Town’s Obligations/Confidentiality.** The Town shall provide Contractor with reports and such other data/information as may be available to the Town and reasonably required by Contractor to perform hereunder and Contractor is entitled to rely on that information. No project information shall be disclosed by Contractor to third parties without prior written consent of the Town or pursuant to a lawful court order directing disclosure. All documents provided by the Town to Contractor shall be returned to the Town at termination of this Agreement. Contractor is authorized by the Town to retain copies of such data and materials at Contractor expense during the term of this Agreement.

3. **Compensation.** Subject to annual appropriation, the Town agrees to pay Contractor for the Services in accordance with the Schedule of Standard Hourly Rates in **Exhibit A**; however, the total amount shall not exceed a sum of \$65,000.00, unless increased pursuant to a change order approved by the Town in accordance with the Town’s Procurement Policy (such amount is defined as the “Total Budget”). The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which

payment is requested.

4. Term. Unless extended by written agreement of the parties, the Term of this Agreement shall be from the Effective Date until the Services are completed, December 31, 2021, or the total budget is expended, whichever is sooner. This Agreement may be renewed by the Town in its sole discretion.

5. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

6. Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor.

7. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

8. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

9. Insurance Requirements. To the extent applicable, Contractor shall maintain the following insurance:

- a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least Two Million Dollars (\$2,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

(ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.

e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

10. Indemnification. Contractor hereby covenants and agrees to indemnify, save, hold harmless, and defend the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, agents, or subcontractors in the

performance or nonperformance of its obligations under this Agreement.

11. Termination.

a. Generally.

(i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, if any, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

b. For Cause. If, through any cause of the Contractor, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently works to complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any material breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

12. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

a. Contractor does not knowingly employ or contract with an illegal alien.

- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (i) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that 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. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- g. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

13. Compliance with C.R.S. § 24-76.5-103.

- a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, Contractor hereby swears or affirms under penalty of perjury that Contractor: (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 *et seq.*, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the Effective Date of this Agreement.
- b. The Town may verify Contractor's lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the Town determines through such verification process that Contractor is not an alien lawfully present in the United States, the Town shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

14. Use of Software and other Intellectual Property. Contractor hereby represents and warrants that it has obtained all necessary rights and licenses to use any software or other intellectual property that may be required by Contractor to perform the Services. Contractor hereby agrees to indemnify, hold harmless and defend Town against any claim brought against Town for improper use or infringement upon any software or intellectual property interest.

15. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Basalt Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

16. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

17. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado.

19. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

20. Assignability. Contractor shall not assign this Agreement without the Town's prior written consent.

21. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

22. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

23. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

24. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

25. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town: Town Manager
 101 Midland Avenue
 Basalt, CO 81621

With a copy to: Jeffrey J. Conklin
 Karp Neu Hanlon, P.C.
 201 14th Street, Suite 200
 P.O. Drawer 2030
 Glenwood Springs, CO 81602

If to Contractor: Phil Vaughan Construction Management, Inc.
 1038 County Road 323
 Rifle, CO 81650

With a copy to: Anthony A. LoPresti Esq.
 LOPRESTI, PLLC
 55 Broadway, 3rd Fl.
 New York, N.Y. 10006

26. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

27. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

28. Limitation of Liability. To the maximum extent permitted by law, Contractor's aggregate liability under this Agreement shall be limited to insurance amounts required herein and the maximum amount paid under this Agreement during its initial term. The foregoing limitation shall not apply to gross negligence, intentional misconduct, or claims related to infringement of intellectual property rights of third parties.

~ Signature Pages Follow ~

IN WITNESS WHEREOF, the parties have entered this Agreement as of the Effective Date.



TOWN OF BASALT, COLORADO

By: [Signature]

Title: Town manager

Date: 6-28-2021

ATTEST:

[Signature: Linda K. Schiley]
Town Clerk

CONTRACTOR:

By: [Signature: Philip B. Vaughan]

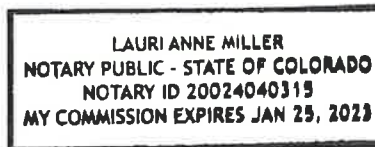
Title: President

STATE OF COLORADO)
COUNTY OF Garfield) ss.

The foregoing Agreement, was acknowledged before me this 6th day of July, 2021 by Philip B. Vaughan.

Witness my hand and official seal.

[Signature: Lauri Anne Miller]
Notary Public



IN WITNESS WHEREOF, the parties have entered this Agreement as of the Effective Date.



TOWN OF BASALT, COLORADO

By: _____

Title: Town manager

Date: 6-28-2021

ATTEST:

Dorinda K. Schilley
Town Clerk

CONTRACTOR:

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2021 by _____.

Witness my hand and official seal.

Notary Public

Phil Vaughan Construction Management, Inc.
Fee Schedule
2021-2024

Owners Representation

Consulting	\$125.00/hour
Design and Estimation	\$125.00/hour
Meetings/Discussions	\$125.00/hour
Travel	\$125.00/hour + .75 mile
Out-of-pocket expenses	Cost of expense plus 15%

Miscellaneous Charges

Photocopies 8.5x11	\$0.35/each
Photocopies 11x17	\$0.55/each
Blackline/Blueline Prints	\$3.50/each 36"x48"
Color Wide Format	\$22.00/each
Presentation Binding	Cost of expense plus 15%
*15% is added to the cost of all Miscellaneous Charges	

Direct Project Expenses

Professional Consultants	Cost of expense plus 15%
Out-of-town living expenses Including airfare, lodging, meals Etc.	Cost of expense plus 15%
Postage, delivery charges	Cost of expense plus 15%

EXHIBIT A
Scope of
Services

REQUEST FOR PROPOSALS
OWNER REPRESENTATIVE SERVICES
FOR
TOWN OF BASALT
BASALT FORWARD 2030 PROJECT
6/1/2021

Purpose: To seek a Firm or Individual to act as Consultant and Agent for the Owner to perform construction administration services. As Owner's Representative, Consultant shall provide technical assistance and support to the Town from the pre-construction phase through construction to completion of projects for all projects that will be identified as a part of the Basalt Forward 2030 project. Additionally, the Consultant shall serve as an advocate for the Owner during the course of the Projects. The Consultant will report to the Town Manager. Consultant's fee for these services is a derivative of the time spent on this Project.

The Town's Basalt Forward 2030 projects are to be engineered for the best value for the Town and its constituents. The Consultant should have experience and understanding of the budget constraints and other nuances of working for municipalities. Additionally, the Town has declared a climate emergency, and therefore anticipates including energy efficiency in its project designs, where applicable.

Project Description: Basalt Forward 2030 is a Council-approved initiative to take recommendations from the 2020 Master Plan, as well as a professional Facility Needs Study, and work with the community to identify and prioritize capital improvements. The project may lead to Town Council asking voters in November 2021 to approve bonds and a property tax extension to help finance projects that are identified through the process and supported by the community.

Anticipated Start/End Date: June 2021 – October 2024

Preconstruction Period: 9 – 12 months

Construction Period: 18 – 24 months

Estimated Project Size (not final): \$7 million - \$14 million (not yet approved)

Scope of Work: The Consultant's scope of work includes, but is not limited to, the following:

Preconstruction Phase Services

- a) Consultant will work with the Town's consultant for Basalt Forward 2030, Cushing Terrell, and other estimators to determine estimated project costs for each of the projects identified as part of the Basalt Forward 2030 effort, as well as other projects at the discretion of the Town. The Consultant should have a local knowledge of labor and material costs and be able to work with designers to refine

elements of the design based on costs and objectives. Part of this work is assisting with the coordination of engineers, architects, and other consultants as necessary to have the detail necessary to develop accurate estimates of construction costs.

- b) Consultant will review Contract Documents to be utilized for construction, including pre-construction and construction documents. The review will include a discussion of the most advantageous contract for the Owner's risk and cost mitigation, while maintaining quality of the end product.
- c) The Consultant will help the Town review design drawings and specifications for completeness to prevent delays and/or cost increases during construction.
- d) Consultant shall create a detailed schedule of key construction milestones for review with the Town Manager and other Town staff working on each project, including targeted design delivery dates in conjunction with architect and other Town Consultants to be used in cost estimation.
- e) Consultant will attend pre-construction Meeting(s) with Council, staff, and other consultants working on each Project.

Construction Phase Services

- a) Consultant will assist with procurement phase services, including RFP creation and process through selection of construction contractor and determination of contract type and procurement method that is most advantageous to the Town for each project.
- b) Consultant will oversee the administration of each construction contract. This includes, but is not limited to:
 - Monitoring the general contractor's construction schedule for conformance to the master Project schedule. This should include the 3-4 week look ahead schedule as provided by the General Contractor.
 - Attend ongoing progress meetings and review agenda prepared by contractor. Review contractor-prepared meeting minutes for accuracy in recording discussion and decisions.
 - Act as Owner's liaison between contractor, architect, engineer, and other construction professionals with an interest in the Project.
- c) Consultant will provide ongoing construction observations:
 - Provide weekly construction observations and provide written report to Owner on the Project status and issues relating to:
 - Conformance with the contract documents,
 - Compliance with required codes and standards, and
 - Conformance with the approved construction schedule and budget.
 - Provide recommendations to Owner regarding adjustments or modifications needed to maintain the quality of project, and Project schedule, including recovery due to delays.
 - Write and issue monthly Construction Status Reports documenting the construction progress, and any pending issues. These reports include a summary of the status of the construction, addressing schedule, budget, change orders, and outstanding or pending issues that may impact time and/or budget, photographs of the project as well as other items as required by the Town

Manager. These reports will be distributed to the Town Manager and Town Staff working on this Project.

- d) Consultant will provide contract modification reviews including, but not limited to:
 - o Review and monitor status of contract modification documentation.
 - o Evaluate proposed contract/construction modifications for cost and conformance with the owner's program and make recommendations to Owner regarding approval.
- e) Consultant will provide contractor payment reviews:
 - o Review the general contractor's payment applications for conformance with the contract requirements. This may include the review of subcontractor bills, supplier invoices and other backup to the application. Make recommendations to Owner regarding the reasonableness of the payment request and percentage of completion.
- f) Consultant will monitor Project budget:
 - o Monitor Project budget and keep Owner apprised of changes including, at a minimum, monthly updates.
- g) Consultant will monitor Project contract and correspondence logs:
 - o Monitor Contractor-Maintained logs of all contract modifications, change orders, PCO's, submittals, general correspondence and required field reports for Owner. This includes third party inspections such as concrete, soils, etc.
- h) Consultant will coordinate the activities of the general contractor, with other contractors, Town staff, the Architect, Engineers, Utility Companies, other construction professionals, and/ or local organizations.
- i) Consultant will review shop drawing submittals on behalf of the Owner and coordinate related design and fabrication decisions with the Owner, Architect and/or Engineer, and general contractor as necessary. Consultant shall provide comments regarding submittals to the general contractor on behalf of the Owner, with the general contractor responsible for processing and approval of submittals.
- i) Consultant will participate in Punch list Inspections on behalf of the Owner:
 - o Consultant will arrange turnover inspections including the proper inspection team (architect, contractor, engineer, management rep, Town rep, etc.) for each inspection until the punch list items are corrected. Collect the turnover information; the punch list, certificate of occupancy, permission to occupy, etc., and distribute the information to the proper parties.
 - o Coordinate the production of the "Master Punch list" document and procedures for final completion scheduling.
- j) Consultant will Coordinate and Collect all Required Close-Out Documents:
 - o Collect and distribute all required close-out documents including, but not limited to the following:
 - Substantial Completion Certificates
 - Certificates of Occupancy
 - As-built plans
 - Operations and Maintenance Manuals
 - Warranties
 - Contractor Cost Certifications
 - Systems testing certifications (mechanical, alarm, etc)

Post Construction Phase Services

- a) Consultant will Provide Owner with Final Report:
 - o Review final Project documentation, costs and schedule and provide Owner with final report.

Other Services: Other services may be requested by the Owner and agreed to by the Consultant.

Submission Requirements: Responses to this Request for Owner Representation Services shall include at a minimum the following information:

1. Company Description, including brief company history, services provided, number of staff members.
2. Resumes of key personnel that will be assigned to this Project.
3. Listing of similar projects that the firm has completed, including size and value of project, type of construction, and services provided.
4. Listing of projects that the firm is currently working on in the Town.
5. Proof of insurability
6. Proposed fee breakdown

RFP Schedule: Submittals Due June 9, 2021 by 5:00 pm – Email submittal to christy.chicoine@basalt.net.

Finalists Interviews: June 14 – 15th

Contract Approval: June 22, 2021

RFP Award

The services for this Request for Proposal will be determined based upon a scheduled interview as well as the materials submitted. This solicitation for proposals may be canceled by the Town, and any proposal may be rejected in whole or in part for good cause when in the best interests of the Town. The Town reserves the right to reject any or all proposals or accept what is, in its judgment, the best proposal.