

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 7, SERIES 2019**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT WITH
JENSEN LAPLANTE DEVELOPMENT, LLC**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is a professional services contract with Jensen LaPlante, LLC (the “Contractor”) to manage and facilitate the planning and design of a new Police Department Building; and

WHEREAS, the Contractor served this role on the Town Center Building with success; and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON FEBRUARY 12, 2019.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



PROJECT MANAGEMENT AGREEMENT

This Agreement is made this 12th day of February 2019:

BETWEEN the Client:

Town of Timnath
4800 Goodman Street
Timnath, CO 80547

and the Project Manager:

Jensen LaPlante Development, LLC
1603 Oakridge Drive, Unit #101
Fort Collins, CO 80525

The Project:

Town of Timnath Police Services Building
Timnath, CO 80547

Project includes a new commercial police services building and associated site work.

Project Assumptions: For the purposes of this Agreement related to this project, the **Town of Timnath** will be the Client. All relative project information will be provided by the Client to the Project Manager, including but not limited to all existing site information, surveys, covenants, restrictions, architectural design/planning, etc. that would impact the Project.

Client and Project Manager mutually agree to the obligations as follows:

ARTICLE 1: Project Management Services

The Project Manager shall provide to Client project management services (hereinafter referred to as the "Services") as follows:

Pre-Construction Phase:

1. Determine from the Client the conditions of satisfaction of the Client and manage the project in an effort to accomplish all conditions of satisfaction.
2. Work with the Client, based on the project parameters, to determine the best design and construction delivery process which are in alignment with the conditions of satisfaction of the Client.
3. Draft RFQ/RFP for a select list of pre-qualified designers, including architects, structural, civil, electrical, and mechanical engineers to provide necessary documents for bidding, permitting, and construction.
4. Provide selection matrix that illustrates the responsive design teams' key terms for the Owner's consideration.
5. Review proposals packages from design firms and provide recommended shortlist to Owner.
6. Assist with the interview process of shortlisted design teams. Includes interview time and download/consulting time for up to three design firms.
7. Working with the client, negotiate design agreements for the design services.
8. Work with the Client-selected design team to coordinate a bid and permit set of documents that will be used to price, permit, and build the project.

9. Attend appropriate meetings with Client to outline the preliminary schedule, overall plan, and to obtain any key or underlying issues that is important to Client that will impact the construction or schedule.
10. Review progress architectural, structural, civil, and mechanical, electrical, plumbing drawings along with initial construction budgets, and identify cost saving items for the Client to consider.
11. Develop a detailed project schedule and manage the design and construction team to perform per the project schedule, and advise Client on required milestones related to financing, leasing, permitting, and other areas that are the Client's responsibility.
12. Assist in the selection of appropriate Environmental Project Manager to determine if there are any environmental issues with the site (Phase I, Phase II).
13. Determine legal support required beyond Client's internal capabilities. Assist in identification, structure, and selection of legal support for all phases of the project.
14. Evaluate construction model and provide rough order of magnitude estimate for vertical construction, site work, landscaping, city fees, and soft costs for a complete and comprehensive project budget.
15. Work with Client to maintain appropriate contingency for the project, and determine a contingency management program.
16. Draft and publish RFQ/RFP for the construction services for the project.
17. Review and evaluate RFQ/RFP packages and bids from General Contractors and provide selection matrix that illustrates the responsive General Contractors' key terms for the Owner's consideration.
18. Assist Client with the interview process of General Contractor teams. Includes interview time and download/consulting time for three General Contractors.
19. Working with the Client, negotiate terms of General Contractor agreement on behalf of the Client.
20. Coordinate the establishment of an overall project budget with Client, design and construction team and develop a cost tracking system. Work with Client to maintain appropriate contingency for the project, and determine a contingency management program.
21. Assist the design and construction team with the permit process through the Town of Timnath. Meet with the staff of the Town of Timnath as needed to obtain required approvals.
22. The Project Manager is not required to ascertain that the design documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, or that the designs are in accordance with the design professionals' standard of care, but the Project Manager shall promptly report to the Client any nonconformity in the designs that are actually observed by the Project Manager.
23. Assist in selection of the appropriate surveying firm to provide ALTA/Boundary/Topographic Surveys, and monitor the efforts of the firm.

Construction Phase: NOT INCLUDED

Exclusions:

1. Management, negotiating or extensive reviews and comments related to legal and real estate documents.
2. Financial risk related to the Project, or payment of any Project Manager fees directly.
3. Property Management or Asset Management Services
4. Accounts payable and accounts receivable services
5. Responsibility for the design and responsibility for the methods and means used in the construction.
6. Any obligations owed by the General Contractor to the Client under its agreement with the Client.
7. Any obligations owed by the design team to the Client under its/their agreement(s) with the Client.
8. Project agreements and development agreements as required by the Town of Timnath approval process.

ARTICLE 2: Date of Commencement of Services

The Date of Commencement of Services is hereby agreed to by Client and Project Manager as February 12, 2019.

ARTICLE 3: Life of the Contract

It is expected that the work contemplated under this agreement will be completed nine (9) months after commencement of services. This contract will be in effect until all services under this contract are performed.

ARTICLE 4: Compensation for Project Manager Services

In consideration of the Services listed above, Client agrees to compensate Project Manager as follows: During the "Preconstruction Phase of this agreement, The Client shall make progress payments to Project Manager for Services provided, on a month basis (\$5,000/month).

Client will pay Project Manager within 30 days of the original receipt date of the invoices. Any unpaid amounts to the Project Manager shall bear interest at the rate of 1.5% per month.

ARTICLE 5: Reimbursable Miscellaneous Fees

The following miscellaneous fees shall be reimbursed by Client to Project Manager in the performance of Services at cost:

1. Plan reproduction
2. Postage and courier service
3. Travel (\$0.55/mile)

ARTICLE 6: Selection of Design and Construction Firms

Project Manager shall assist the Client in the collecting and reviewing the design service proposals and construction bids. Upon performing review of design service proposals and construction bids, Project Manager shall provide a list of business points from each solicited bid and exclusions or qualifications of the business points, for the benefit of Client to make the selection. Client shall have ultimate authority to select the successful architect, engineers and general contractor to perform the work.

Upon the Client's selection of the successful design and construction entities, Project Manager shall assist the Client, as requested by the Client in drafting their respective agreements. Project Manager's assistance in drafting shall be limited to the business points in the agreements, as the Client has its own legal counsel to review such agreements for the legal obligations and interpretations of the agreements. Design and construction agreements shall be executed by the Client and the terms and conditions of the agreement shall be the sole responsibility of the Client. Project Manager shall not be responsible for change orders or requested increases in the contract sums of such agreements.

ARTICLE 7: Payment of Services Performed By Others

Under no circumstance shall the Project Manager have any financial obligation to pay for services performed by other entities with which the Client has entered into an agreement to provide goods or services necessary to complete the Project. Such entities include, but are not limited to, the general contractor performing the work, the architect and engineers providing project design services, and any other Project Managers, vendors, suppliers or subcontractors providing goods, labor, equipment, rentals, weather protection, or any other materials and/or services associated with the project.

ARTICLE 8: Termination of Agreement by the Parties

This Agreement may be terminated by either party by written notification to the other. In the event of termination of the Agreement, the Client shall fully reimburse the Project Manager for Services performed prior to termination, including any reimbursable expenses.

ARTICLE 9: Dispute Resolution

The Client and Project Manager agree that any unresolved claims, disputes or other matters in question between the parties to this Agreement arising out of or related to this Agreement or breach thereof shall be subject to and decided by arbitration.

ARTICLE 10: Indemnification

To the extent permitted by law, the Client and Project Manager waive all rights against each other and against the contractors, Project Managers, agents and employees of each other for damages actually reimbursed by any insurance during construction. The Client and Project Manager each shall require similar waivers from their contractors, Project Managers and agents.

ARTICLE 11: Designated Representatives

The Client designates and authorizes April D. Getchius to act on behalf of Client. Client has the right by written notice to Project Manager to change its designated representative.

The Project Manager designates and authorizes Jeff Jensen and Chris LaPlante to act on behalf of Project Manager. Project Manager has the right by written notice and approval by Client to change its designated representative.

ARTICLE 12: Insurance

Project Manager shall purchase and maintain Commercial General Liability Insurance which shall cover all operations of the Project Manager under this Agreement for which the Project Manager may be legally liable. The insurance required under this Article shall be written for not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

ARTICLE 13: Governmental Immunity

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Client, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Client and, in particular, governmental immunity afforded or available to the Client pursuant to Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

ARTICLE 14: Annual Appropriation And Budget

The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Project Manager expressly understands and agrees that the Town's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute

a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

This Agreement is entered into as of the date and year written above by and between:

Town of Timnath

By: 

Jill Grossman-Belisle

Title: Mayor

Jensen LaPlante Development, LLC

By: 

Jeff Jensen

Title: Manager