

HIGH PLAINS LIBRARY DISTRICT

BOARD OF TRUSTEES COMMUNICATION

Meeting Date: December 11, 2017
Type of Item: Action
Subject: Owner’s Representation Services RFP
Presented by: Eric Ewing, Associate Director of Human Resources & Facilities
Recommendation: Direct staff to release the RFP.

Background

Owner’s Representatives advise and represent HPLD during design, permitting, bidding, construction, and close-out phases. Please see page 12 of the RFP for a more comprehensive view of the scope of services.

Owner’s Representative Services are needed for three of the capital projects planned for 2018:

Erie Community Library Expansion	Carbon Valley Regional Library Remodel	District Support Services & Administration Expansion*
<ul style="list-style-type: none"> 10,000 square foot addition, expansion and repair of parking lot, and interior remodel Budget: \$3,025,000 	<ul style="list-style-type: none"> Interior remodel Budget: \$750,000 	<ul style="list-style-type: none"> Expansion for support collection and additional garage space for Outreach vehicles. Budget: \$850,000

*Owner’s Representative Services for the DSS & Admin building will advance the project from the Design Build procurement stage. We are more rapidly advancing progress on this project in anticipation of additional Outreach vehicles and a place to store Lincoln Park collection if needed.

Owner’s Representation Services are paid from the construction budgets.

Question for the Board

Board Participation on Evaluation Team: The RFP calls for an evaluation team to judge the merit of the proposals to determine the basis of award. The recommendations from this team will be forwarded to the Board for approval and execution. Would the Board like to appoint a trustee to participate in the evaluation team?

Recommended Action

Staff is requesting approval to release this RFP, with any adjustments requested by the Board.



**REQUEST FOR PROPOSAL
(RFP)**

OWNER'S REPRESENTATION SERVICES

**Multi-Location Project:
Erie Community Library
Carbon Valley Regional Library
District Support Services & Administration
December 12, 2017**

Prepared by:

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1.0 GENERAL INFORMATION

1.1. INTRODUCTION AND PROPERTY DESCRIPTION

This Request for Proposal (“RFP”) is issued to provide the selection process for Owner’s Representation/Project Management services for the project named above. Firms submitting a response to the RFP will be asked at a minimum to state their understanding/experience to the project and offer their methodology for meeting the criteria noted in this RFP. The shortlisted finalists will then be requested to participate in an interview. At that stage of the selection process, respondents will be asked to include a fee proposal for the work as outlined in this RFP.

Background

The Weld Library District is a special taxing district that was established in 1986 under the authority of Colorado Library Law §C.R.S. 24-90-101 to improve library service to residents through the sharing of books, staff, and tax revenue. The taxing authority includes all of Weld County except the areas covered by the Windsor-Severance Library District and the City of Dacono. In some areas, High Plains Library District expands into other counties. In 2007 the Town of Erie’s Boulder County residents voted to become part of High Plains Library District. The major source of revenue for High Plains Library District is derived from a 3.249 mill levy applied to the assessed value of portions of Weld and Boulder County properties. The District serves over 245,959 residents of Weld County and parts of neighboring counties, and covers a geographic area of almost 4,000 square miles.

In July 2008, as part of a re-branding project, the Library Board of Trustees approved the recommendation to rename the Library District *High Plains Library District*. High Plains Library District is comprised of seven branch libraries, bookmobile services and six autonomous member libraries governed by their own separate boards of trustees.

Our Mission

- Connecting communities to information, inspiration and entertainment for life.

Our Vision

- To build a solid reputation, increase overall participation and unite residents by being so connected to our communities that the library:
- Becomes everyone’s first and best choice for life long learning.
- Is seen as a necessary and important community asset.
- Is a community destination and gathering place.

Our Values

These values help clarify the principles that guide the High Plains Library District. As trustees, administration, and staff of the High Plains Library District, we are committed to fulfilling our mission and vision while upholding the following values:

Our Customers

- are treated with dignity, respect, and consideration.
- receive an exceptional level of personal customer service.
- are provided with a variety of library materials that reflect the communities’ interests and values.
- have access to up-to-date technology and receive assistance in using that technology.
- enjoy a variety of quality programming for all ages.
- have a positive library experience every time they visit.

Our Facilities

- are modern, clean, and well maintained.

- provide and utilize up-to-date technology.
- are open and available to all people regardless of age, gender, sexual orientation, or physical limitations.
- are inviting, comfortable and friendly.
- serve as a local gathering place.

Our Staff

- uphold the principles of the First Amendment to the Constitution of the United States of America — the freedom to read, view, speak and hear.
- are committed to instilling a love of reading.
- are professional and reliable information catalysts.
- will make every effort to be available to you whenever and wherever you need us.
- seeks solutions to problems in a positive, productive manner.
- works as a team to provide an exceptional level of service to all customers.
- continues to learn and grow professionally in an effort to better serve you by taking advantage of classes, workshops, and seminars offered by the High Plains Library District, State/National Library Associations, and other agencies.
- sees High Plains Library District as an employer of choice; one that provides fair compensation, competitive benefits, and a flexible schedule that leads to a healthy work / life balance.

Our Community

- benefits from partnerships between High Plains Library District and other local agencies that support reading, education and literacy.
- enjoys the talents, abilities and contributions of High Plains Library District staff at community-related activities.
- is aware of and appreciates the programs and services offered by High Plains Library District.
- supports High Plains Library District by contributing to its Foundation.
- feels enriched by the presence of High Plains Library District.

Project Descriptions:

The High Plains Library District is undertaking a multi-branch expansion and renovation project at three different locations. Those locations are the Erie Community Library (Erie, CO), Carbon Valley Regional Library (Firestone, CO), and District Support Services & Administration (Greeley, CO). Information below highlights the scope of the projects at each location. The High Plains Library District prefers that one firm provide Owner's Representation Services for all three projects. All three projects are to be completed in 2018.

Erie Community Library (Erie, CO)

- Expand current 20,000 square foot facility by 10,000 square feet.
- Expand parking lot and reconfigure affected landscaping.
- Remodel interior space including a refresh of interior finish and furniture
- Reconfigure entrance to mitigate wind impact on doors
- Increase storage space
- Increase work area for staff
- Increase meeting space for public (study rooms, meeting rooms, etc.)
- Complete project in 2018

Carbon Valley Regional Library (Firestone, CO)

- Remodel and refresh of interior finish including furniture
- Refresh the interior finish and furniture
- Increase safety of staff with doors
- Increase visibility of library (exterior lighting and signage)
- Library is 35,000 square feet
- Complete project in 2018

District Support Services & Administration* (Greeley, CO)

- Expand current 24,000 square foot facility by 5,000 square feet
- Increase garage space for 3 additional vehicles
- Increase area to store an additional 75,000 items as part of support collection.
- Increase workspace for staff (IT, Facilities, etc.)
- Complete project by July 2018

*Owner’s Representation Services for this project will advance from the Design Build procurement stage as the team is making progress on this project.

1.2 CONTACTS

Owner: Eric Ewing
 High Plains Library District
 2650 W. 29th Street
 Greeley, CO 80631
 970-506-8562
 eewing@highplains.us

Notice: Direct contact with the Client, the Board, or other related parties, may cause this candidate’s removal from the RFP process.

1.3 SCHEDULE OF EVENTS

The anticipated schedule below outlines milestones for the project:

DATE	TIME	EVENT
Tuesday, December 12, 2017	n/a	RFP Issued
Friday, December 29, 2017	3:00 p.m.	Deadline for receipt of questions
Monday, January 8, 2018	5:00 p.m.	Responses to questions issued
Thursday, January 18, 2018	5:00 p.m.	RFP Due - Deadline for submission of proposals from Consultants
Week of February 5, 2018	TBD	Interviews of firms
Monday, February 19, 2018	TBD	Preferred Consultant announced

1.4 QUALIFICATIONS FOR OWNER’S REPRESENTATIVE

- 1.4.1 Team members proposed must meet the following minimum requirements
 - 1.4.1.1 Licensed General Contractor or minimum 15 years relevant experience as a general contractor or,
 - 1.4.1.2 Licensed Civil Engineer or minimum 15 years relevant experience as a civil engineer or,

- 1.4.1.3 Licensed Architect or minimum 15 years' experience as a design professional.
- 1.4.1.4 The successful candidate must be able to apply innovative and effective management techniques and must have complete knowledge of corporate and construction industry practice, process, standards and their impact on project activities. Qualified owner's representatives will be able to provide references on projects of similar scale.
- 1.4.1.5 LEED Accreditation
- 1.4.2 Firm must meet the following requirements
 - 1.4.2.1 Established as a business for five years in the State of Colorado.
- 1.4.3 Firm must carry the following Insurance requirements
 - 1.4.3.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Employers' Liability Limits include ONE MILLION DOLLARS (\$1,000,000) for disease policy limit, disease of each employee, and each accident.
 - 1.4.3.2 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 include the Owner, its officers and its employees, as additional insured's, with primary coverage as respects Owner, its officers and its employees, and shall contain a severability of interests provision.
 - 1.4.3.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per claim, with respect to each of Consultant's, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall include Owner, its officers and its employees, as additional insured's, with primary coverage as respects Owner, its officers and its employees, and shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to Owner under this contract.
 - 1.4.3.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each claim and ONE MILLION DOLLARS (\$1,000,000) aggregate. Professional liability insurance is required for subcontractors of Consultant only if such subcontractor is providing architectural, engineering or other professional services subject to state licensure.

1.5 PROPOSAL INSTRUCTIONS

- A. Pages in the proposal shall be typed with the maximum number of pages of proposal information (excepting cover sheet, index sheet, blank pages, table of contents, and other supplemental proposal forms required or requested) to be limited to 40 pages numbered in sequential order.

- B. **Submit PDF ELECTRONIC COPIES of the Proposal via EMAIL to ewing@highplains.us indicating in the subject field indicating it is a response to this RFP, addressed to the Client.** Deliver to the Owner/Client address noted in 1.2 above.
- C. No Proposing Firm may submit more than one proposal. Multiple submissions under different names will not be accepted from one firm, Joint Venture, or association.
- D. Each respondent must comply with the submission requirements as outlined. Submittals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that respondent or the respondent's submittals by the Client. At any stage, the Client reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities or omissions in submittals, as the best interests of the Client may require.

1.6 PROPOSAL REQUIREMENTS

Proposals must include, but are not limited to, the following items:

Part 1 – Cover Letter

Brief cover letter expressing interest. Identify years in business in the cover letter.

Part 2 – Project Experience

- A. Present at least five similar projects completed in the last four years similar in size and complexity. Provide portfolio sheets including:
 - 1. Project location
 - 2. Project size in square feet
 - 3. Project completed construction value
 - 4. Project construction start and completion date
 - 5. Method of construction delivery
 - 6. Project Description
 - 7. Staff directly involved with the project.
 - 8. Owner, Contractor, and Architect contact information, email and telephone

Part 3 – Project Team & Staff

- A. Provide an overview of your proposed team and how their experience benefits the proposed projects.
- B. Organization Chart; Provide an organization chart graphically indicating how your firm would staff and structure the proposed team. Clearly identify the main point of contact for all or each of the projects.
- C. Qualifications Matrix: Provide a matrix identifying the five similar projects identified under project experience along and the proposed team members. Identify the team members that actively worked on the similar project. Also include relevant qualifications on the matrix such as LEED, PMP Certification, Licenses etc.
- D. Resumes of team members.
 - 1. Identify their role on the project
 - 2. Identify team member credentials per 1.7
 - 3. Identify their LEED Accreditation Status

4. Identify relevant credentials such as Licensed General Contractor, Licensed Engineer, Certified Project Manager or other relevant experience
5. Identify professional affiliations

Part 4 – Qualifications Q&A

1. Describe your firms approach and philosophies to projects
2. Describe your firms approach to communication with the ownership team members and consultants.
3. Describe how your firm engages the community in projects
4. Describe the tools your firm uses to effectively develop and manage the projects budgets.
5. Describe the tools your firm uses to effectively develop and manage the projects schedules.
6. Describe your firms experience managing a portfolio of projects and what lessons were learned.
7. Provide description of any lawsuits or claims including status and resolutions.
8. Describe a recent experience at a library that was positive or negative and describe why.
9. Describe how changes in libraries will affect how this project is designed and constructed.

Part 5 – Fee Proposal

1. Provide lump sum fees identified by each project.
2. Clearly identify reimbursables as a separate line item by project. Include a description of what is included and excluded as a reimbursable.
3. Define any clarifications or exclusions related to the fee proposed.
4. Provide an hourly rate sheet for team members proposed.

1.7 QUESTIONS, INQUIRIES, AND AMENDMENTS REGARDING THIS RFP

Questions and inquiries regarding the RFP should be directed in writing only to Eric Ewing at eeewing@highplains.us by the date aforementioned. The Client will issue a response to all questions by email. Questions should not be submitted to the Board or other parties, doing so may cause this candidate's removal from the RFP process.

1.8 PROPOSING FIRMS TO FULLY INFORM THEMSELVES

Proposers are required to fully inform themselves of all project conditions which may impact their proposal and the Client's requirements prior to submitting a proposal. Proposers should become acquainted with the nature and extent of the services to be undertaken and make all necessary examinations, investigations and inspections prior to submitting a proposal. Firms proposing are responsible for examining and determining for themselves the location and nature of the proposed work, the amount and character of the labor and materials required, and the difficulties which may be encountered. If requested in advance the Client will provide the Firm proposing access to the site to conduct such examinations as each Proposing Firm deems necessary for submission of a proposal. The Proposing Firm is to consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

The Client will not consider any claims arising from failure to take such actions.

1.9 EVALUATION & SELECTION CRITERIA

The Client reserves the right to reject any or all responses to this RFP. Final selection of the short-listed candidates will be on the basis of their apparent ability to best meet the overall expectations of the Client, as determined solely by the Client.

The High Plains Library District reserves the absolute right to conduct investigations as it deems necessary for the evaluation of any proposal and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the firm responding. The purpose of such investigation is to determine that the candidate has the ability, experience, resources and reputation necessary to perform the work and to support all warranties in accordance with the contract documents.

1.10 RIGHT OF REJECTION

The Client reserves the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified Proposing Firms, if such action is in the best interest of the Client. The Client has the right, in its sole and absolute discretion, to select the proposal or proposals that the Client determines best meets its needs.

The Client will have sole determination of which proposal is in the Client's best interest. The Owner further reserves the right to cancel or amend this Request for Proposals at any time and will notify all recipients accordingly.

1.11 MODIFICATION AND WITHDRAWAL OF PROPOSAL

- A. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals due date/time provided that they are then fully in conformance with the RFP.
- B. If, within twenty-four hours after proposals are opened, any company that provides written notice to the Client and promptly thereafter demonstrates to the reasonable satisfaction of Client that there was a material and substantial mistake in the preparation of its proposal, that company may withdraw its proposal. Thereafter, that company will be disqualified from further bidding on the Work.

1.12 COST OF PROPOSALS

Expenses incurred in the preparation of proposals in response to this RFP are the Proposing Firm's sole responsibility. The Client assumes no responsibility for payment of any expenses incurred by any Proposing Firm as part of the RFP process.

1.13 RIGHTS OF OWNER

- A. Professional Service Provider hereby releases, discharges and agrees to hold harmless the High Plains Library District, its directors, members, administrators, officers, employees, agents and contractors. The Professional Service Provider also holds harmless the High Plains Library District, its trustees, administrators, officers, employees and agents, and any third-parties who provide any information to the High Plains Library District, as well as any assignees, from any and all claims for damages for libel, slander, defamation, invasion of privacy, false light, interference with business expectancy or any other claim based on any investigation of the background, references, credentials, history, experience and abilities of the Professional Service Provider.

- B. The Owner reserves the right (a) to terminate the Request for Proposals process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received.
- C. The Owner further reserves the right to conduct a pre-award survey and reference checks of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the Owner to be necessary for the successful performance of the contract.

2.0 ATTACHMENTS

2.1 PROPOSAL FORM FOR OWNERS REPRESENTATIVE

(Please use additional sheets as necessary.)

COMPANY NAME: _____

COMPANY ADDRESS: _____

PHONE: _____ **FAX:** _____

CONTACT PERSON NAME: _____

CONTACT PERSON PHONE: _____

CONTACT PERSON EMAIL: _____

1. I Acknowledge that the "Sample Agreement" attached to this RFP has been reviewed and is agreed to as shown. _____(YES/NO). Do you request amendments to the "Agreement". _____(YES/NO) Please list them if yes.
2. Acknowledgment that the submitting agent meets or exceeds insurance requirements as outlined in the RFP. _____(YES/NO)
3. The undersigned Proposer declares and stipulates that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Request for Proposal and associated documents, all of which have been examined by the undersigned. _____(YES/NO)
4. The submission of the proposal constitutes an agreement, and shall not be withdrawn after the proposal opening for a period of forty-five days.
5. The Proposer hereby acknowledges receipt of answers to questions. _____ (YES/NO)

Signature: _____ Date: _____

* * * End of Proposal Form * * *

2.2 EXHIBIT B: SCOPE OF SERVICES

Owner's Representative Services for the following projects:

1. Erie Community Library Expansion & Remodel (Erie, CO)
2. Carbon Valley Regional Library Remodel (Firestone, CO)
3. District Support Services & Administration Expansion and Remodel (Greeley, CO) – Firm is expected to advance project from Design Build Procurement stage.

General

1. Set up and manage Project Management Online Software including shared documents, contacts and calendar.
2. Be available to give presentations to the boards, commissions, civic groups, government officials and funding agencies.
3. Primary role is to provide oversight and coordination of the project from the HPLD's perspective to effectively balance costs, time and quality.
4. Work with the team to refine the scope of work to be within the HPLD's budget. Upon the HPLD's approval of the design schematics and budget, the design team will prepare the necessary architectural and other design development documents. Owner's Representative will review design with respect to compliance with agreed-upon project objectives.
5. Represent the HPLD at regular project meetings and provide advice that will help facilitate economical, efficient and desirable development and construction procedures. Track project related issues, assign responsibility and track follow-through.
6. Act as liaison between the project team members and assist in the obtaining of building permits, other governmental approvals, authorizations and sign-off's as necessary for the design, construction and operations of the project.
7. Prepare periodic updates for HPLD's approval.
8. Generate master budget. Establish a process by which all changes can be priced, submitted, reviewed and added or subtracted from the project cost. Review and submit, with recommendations, all requests for payment under vendor agreements, provided that all such payments shall be subject to HPLD approval. Coordinate with HPLD's finance and accounting departments on related budget and financial matters.
9. Meet with fire departments, cable, power and phone companies to progress design and construction.
10. Submit to the HPLD suggestions or changes that could improve the design or reduce costs.
11. Provide interpretation of plans and specifications.
12. Develop a communication organization chart for communication flow and decision making.
13. Coordinate with HPLD's legal counsel on legal aspects of the project and major project-related decisions.
14. Maintain electronic files for the HPLD.
15. Review the options for project delivery methods based on program needs and recommend an approach.

Programming

Provide a written Program Plan for the facilities. Services shall include:

1. Program Plan Process:
 - a. All-day programming workshop, including meetings with library staff and administration on library space and program needs,

- b. Follow-up discussion via telephone and e-mail with stakeholders to clarify questions raised at the workshop
 - c. Development of the first draft of the program plan (all sections)
 - d. Presentation to High Plains Library District followed by break-out meetings with user representatives as required for discussion of refinement and revisions to program plan document
 - e. Final revisions to document based on input received during the second work session (and input received immediately following, if applicable).
 - f. Final program presentation to High Plains Library District.
2. Program Plan Content (outline): The program plan document will combine narratives, area tabulations, and diagrams.
- a. Introduction/Executive Summary
 - b. Goals and Guiding Principles
 - c. Project Description
 - d. Area Tabulation
 - e. Room Descriptions (narrative, including list of special features for each room and use)
 - f. System Narrative (brief narrative of program parameters for each building system)
 - g. Site Narrative
 - h. Site Diagram (indicating site access and program features)
 - i. Program Blocking Plan ("Bubble" diagram indicating relative sizes of program area types and adjacency relationships)

Pre-Design/Planning

1. Assist in architect selection including generating RFPs, facilitating interviews and calling references.
2. Develop contracts in conjunction with legal counsel for the architect and other design team members.
3. Prepare comprehensive project budget, update the project budget regularly, and provide monthly status reports.
4. Coordinate with Client's finance and accounting departments on related budget and financial matters.
5. Receive proper insurance documents from the design team.
6. Work with the HPLD to manage site preparations, including preparing RFP's, evaluating proposals, generating agreements, and reviewing insurance certificates for:
 - a. Surveys
 - b. Soils Testing
 - c. Environmental Assessments
 - d. Traffic Engineering
 - e. Construction Material Testing
 - f. Commissioning Agent (if desired by Client or if project is LEED)
 - g. HAZMAT
7. During the schematic design phase, Owner's Representative will review design documents for conformance to HPLD's program and other stated project objectives.
8. Owner's Representative will facilitate the incorporation of sustainable building initiatives into the new project at a level deemed appropriate by HPLD.
9. Develop a master schedule outlining critical milestones for the project's success.
10. Review applications for payment and generate monthly draw request for HPLD.

Design and Documentation

1. Work with team to outline critical design goals for a successful project.
2. Attend design team meetings.
3. Help guide team, review design documents, offer suggestions that represent the HPLD's interests.
4. Assist with periodic design reviews, review construction documents for technical accuracy in conjunction with the design team.

5. Monitor the incorporation of sustainable initiatives into the project.
6. Review design documents for conformance to building program, HPLD's objectives.
7. Facilitate coordination between IT manager and required design team members.
8. Report to Building Committee team and Board/Commission regarding progress of the design effort.
9. Work with maintenance personnel to standardize equipment and construction materials.
10. Evaluate and advise HPLD regarding additional service requests made by design team and vendors.

Contractor Selection

1. Assist in the marketing of the project to attract potential qualified bidders.
2. Manage general contractor selection process including generating RFPs, checking references, analyzing fees, managing the interview process and attending interviews.
3. Review contracts for the contractor in conjunction with the client's legal representation.

Construction Administration

1. Serve as the main HPLD contact for the architect and general contractor.
2. Monitor construction costs.
3. Review and monitor preliminary and final construction schedules.
4. Attend weekly construction meetings.
5. Obtain and monitor evidence of insurance by contractor.
6. Observe construction activities. Minimum of once a week anticipated.
7. Monitor the construction phase activities of the design and engineering firm(s), including the following:
 - a. Technical review and approval of materials submittals and samples
 - b. Resolution of technical questions that may arise during construction
 - c. Review and opinion on change orders subject to HPLD approval
8. Monitor progress of construction work to determine compliance with the drawings and specifications.
9. Resolve questions asked of HPLD that may arise during construction.
10. Maintain HPLD's record copies and permanent project files of necessary design and construction related communications. Includes periodic construction progress photographs.
11. Report to and advise HPLD on issues of construction cost, schedule and related items.
12. Review progress payment requests of contractor and provide payment recommendations to HPLD.
13. Monitor design team's construction-phase performance with respect to timeliness of documentation, type and frequency of contractually agreed-to project reporting and other documentation relied upon by HPLD and Owner's Representative.

Furniture and Equipment and Move

1. Review, comment and provide recommendations relating to furniture and equipment drawings submitted by HPLD's vendors in order to determine conformance with HPLD objectives.
2. Coordinate schedule with HPLD provided furniture and equipment and monitor the installation progress.
3. Review invoices for furniture and equipment, and provide recommendation to HPLD on payment.

Close-Out and Post-Construction

1. Perform the punch list in conjunction with the design and engineering firms and monitor progress and completion of corrective work identified on punch list.
2. Recommend to the HPLD the approval of the issuance of the Certificate of Substantial Completion.
3. Provide recommendation to HPLD regarding final acceptance of project and release of final payment to contractor(s).

4. Monitor the turnover of stock supplies of materials as specified by the contract documents.
5. Monitor the preparation of operations, maintenance manuals and as-built plans and specifications on behalf of the HPLD.
6. Facilitate contractor's training of appropriate, HPLD selected facilities staff members on subjects of operations and maintenance.
7. Facilitate post-occupancy evaluation following approximately 10 months of standard building operations.

2.3 EXHIBIT C: SAMPLE AGREEMENT

AN AGREEMENT BY AND BETWEEN OWNER'S NAME AND _____ FOR PROJECT MANAGEMENT/OWNER'S REPRESENTATIVE SERVICES

1.0 PARTIES

THIS AGREEMENT (the "Agreement") is made and entered into on Month Day, Year by and between Owner's Name (hereinafter "Owner"), and COMPANY., a Colorado corporation (hereinafter "Consultant"), with Owner and Consultant sometimes individually referred to as "party" or collectively referred to as the "parties."

The respective addresses of the parties are as follows:

OWNER

Owner's Name
Address
City, State Zip

CONSULTANT

Company
Address

This Agreement shall set forth the respective duties, rights and obligations of the parties with respect to the following described project:

Name: Project Name

Location: City, State

Description: Add General Description (hereinafter referred to as the "**Project**"). Budget is approximately \$0.00

Detailed Scope Description

2.0 RECITALS AND PURPOSE

2.1 The Owner desires to engage the Consultant for the purpose of Project Management/Owner's Representative Services in connection with the Project.

2.2 The Consultant represents that it has the special expertise and background necessary to provide the Owner with the services.

3.0 SCOPE OF SERVICES

3.1 The Consultant agrees to provide the Owner with the specific professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference (Services).

3.2 The Consultant agrees to furnish the best skill and judgment and to cooperate with the Architect, Engineers, and the General Contractor in furthering the interests of the Owner.

4.0 COMPENSATION

4.1 The Owner shall pay the Consultant for services under this agreement per the amounts set forth as Total Fees and Reimbursables in Exhibit "B" attached hereto and incorporated herein by this reference. Expenses shall be reimbursed in accordance with the schedule set forth in Exhibit "B". Such amounts shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant/subcontractor fees. The scope of

services and payment therefore shall only be changed by a mutually authorized written amendment to this Agreement.

- 4.2 The Consultant shall submit monthly a detailed invoice to the Owner outlining the percentage services that are complete by phase and reimbursable expenses incurred.
- 4.3 The Owner shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one and one half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefore.
- 4.4 Any payment obligations of Owner for fiscal years after the year in which this Agreement is executed shall be subject to and contingent upon annual budgeting and appropriation by the Owner.

5.0 PROJECT REPRESENTATION

- 5.1 The Owner designates Name, as the responsible Owner staff member to provide direction to the Consultant during the conduct of the project.
- 5.2 The Consultant designates NAME. as its designated representative. The Owner may rely upon the guidance, opinions, and recommendations provided by the Consultant and its subcontractors, subject to all conditions, limitations, and requirements of this Agreement.

6.0 TERM

- 6.1 The Consultant's services under this Agreement shall commence upon the execution of this Agreement by the Owner and be completed by the Consultant no later than Month Day, Year. The term of this Agreement may be shortened or extended, but only by written amendment executed by Owner and Consultant, subject to the termination rights set forth in Section 13.

7.0 INSURANCE

- 7.1 The Consultant shall procure the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. In the case of any claims-made policy, the necessary insurance to cover retroactive dates and extended reporting periods shall be procured by the Consultant to maintain such continuous coverage.
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Employer's Liability Limits include ONE MILLION DOLLARS (\$1,000,000) for disease policy limit, disease of each employee, and each accident.
 - 7.1.2 Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the Owner, its officers and its employees, as additional insureds, with primary coverage as respects Owner, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 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) per person in any one occurrence. The policy shall include Owner, its officers and its employees, as additional insureds, with primary coverage as respects Owner, its officers and its employees, and shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to Owner under this contract.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each claim and ONE MILLION DOLLARS (\$1,000,000) aggregate. Professional liability insurance is required for subcontractors of Consultant only if such subcontractor is providing architectural, engineering or other professional services subject to state licensure.

7.2 A certificate of insurance shall be completed by the Consultant's insurance agent(s), and by agents of any subcontractor providing services through Consultant, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Owner prior to commencement of any services under the contract. The insurer shall give Owner notification of any termination by refusal to renew the policy or of any change in coverage of the policy in the manner provided by law, or, if none, at least thirty (30) days prior to such termination or change.

8.0 INDEMNIFICATION & LIMITATION OF LIABILITY

8.1 The Consultant agrees to indemnify and hold harmless the Owner, and its officers and its employees, from and against any liability, demands, and expenses, including reasonable court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by the negligent act, error or omission or other fault of the Consultant or any officer or employee of the Consultant or any subcontractor of Consultant, or any other person for whom Consultant is directly responsible. The obligations of this Section 8 shall not extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the Owner or parties under the Owner's control.

8.2 It is the intention of the parties that this Agreement shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunity Act, Section 24-10101 and following, Colorado Revised Statutes.

9.0 QUALITY OF WORK

9.1 Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Colorado Area.

10.0 INDEPENDENT CONTRACTOR

10.1 Consultant and any persons employed or retained by Consultant for the performance of work hereunder shall be independent contractors and not agents or employees of Owner. Any provisions in this Agreement that may appear to give the Owner the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Owner as to end results of the work only. Consultant is not entitled to receive from Owner any benefits, including without limitation workers' compensation or unemployment compensation. The Consultant is obligated to pay all federal, state and local income tax or other applicable tax on any moneys earned or paid pursuant to this Agreement. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between the Parties, and no party shall have the authority to bind the other in any respect.

11.0 WORK PRODUCT/CONFIDENTIALITY

11.1 Any and all information disclosed to the Consultant by the Owner in connection with this Agreement will be held confidential by the Consultant and will not be disclosed to any other party without the express consent of Owner. All reports, plans, drawings, computer input and output, analyses, data, electronic files and written material of any kind generated in the performance of this Agreement or development specifically for the project are all and shall remain the sole and exclusive property of the Owner. All such materials shall be promptly provided to the Owner upon request therefore and at the time of termination of this Agreement, without further charge or expense to the Owner other than approved reimbursable expenses for reproduction thereof. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Owner. The parties agree that the report and any other documents prepared hereunder are solely for the use of the Owner, and no other entity is entitled to rely on the reports or other documents that the Consultant prepares.

12.0 ASSIGNMENT

12.1 Consultant shall not assign, subcontract, nor delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the Owner's prior written consent.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the non-terminating party written notice at least thirty (30) days in advance of the termination date, with a right to cure. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Owner for its convenience and without cause of any nature by giving written notice to the consultant at least seven (7) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed the total amount set forth in Exhibit B and any additional sums approved by amendment, and upon such payment, all obligations of the Owner to the Consultant under this Agreement will cease and terminate. The consultant shall also be compensated for project shut down costs. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION

14.1 The Owner and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

15.0 DISPUTE RESOLUTION

15.1 If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through good faith negotiations.

- a. Mediation. Mediation. If the dispute cannot be settled through good faith negotiations within thirty (30) days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, the parties shall endeavor in good faith to settle the dispute by mediation through selection of a mutually agreeable mediator. In the event the parties are unable to agree upon a mediator, then they shall submit the matter to the Judicial Arbitrator Group, Denver, Colorado for mediation. Such mediation will be conducted within sixty (60) days following either party's written request therefor.
- b. Arbitration. If neither direct discussions nor mediation successfully resolves the dispute, the parties agree that Arbitration shall be used to resolve the dispute pursuant to the Colorado Uniform Arbitration Act. A written demand for arbitration by either party shall be filed with the other party to the Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitation for a legal or equitable proceeding has run. The award of the arbitrator shall be final.

16.0 COMPLIANCE WITH LAWS

16.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of Owner; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.0 INTEGRATION AND AMENDMENT

17.1 This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

18.0 WARRANTIES

18.1 The Consultant makes no warranties relating to schedules or completion dates, budgets, the cost of the work or the project, the work performed by contractors, or any other warranties, express or implied, that are

not expressly set forth in this contract. The Consultant shall have no liability for any errors or omissions in the construction documents or any defect in the services attributable to the Consultant's use of and or good faith reliance upon the construction documents or any other information furnished by or on behalf of Owner or Architect to the extent permitted by law.

19.0 BINDING EFFECT

19.1 This Agreement shall be binding upon the heirs, personal representatives, successors and permitted assigns of the parties hereto.

20.0 CONTROLLING LAW

20.1 This Agreement is being executed and is to be performed in the State of Colorado and shall be enforced and construed according to the laws of the State of Colorado.

21.0 WAIVER

21.1 The failure of either party to require strict performance of or the waiver by either party of any provision hereof shall not be construed as a consent to or waiver of any other breach of the same or any other provision.

22.0 SEVERABILITY

22.1 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or illegal, such provision shall have no effect and the remaining provisions shall remain applicable.

23.0 APPROPRIATION

23.1 No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Owner to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by Owner to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

24.0 NOTICES

24.1 Any notices required or permitted under this Agreement shall be deemed given when personally delivered, in writing, or when deposited in the United States certified mail, postage prepaid, and addressed to the persons identified in Section 5.0 above.

25.0 TIME

25.1 Time is of the essence. Deadline and completion dates are material and significant to the Owner.

26.0 ILLEGAL IMMIGRANT

26.1 Throughout the term of this Agreement, Consultant will not: (i) knowingly employ or contract with an illegal alien who will perform work under this Agreement; or (ii) enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant does not knowingly employ or contract with an illegal alien to perform work under this Agreement.

26.1.1 Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Colorado Department of Labor and Employment verification program. As used in this provision: (i) the term "E-Verify Program" means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program; and (ii) the term "Colorado Department of Labor and Employment verification program" means the program established by Section 8-17.5-102(5)(c), C.R.S.

26.1.2 Consultant is prohibited from using E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

EXHIBIT A
Scope of Services

Insert scope of services here:

EXHIBIT B

Owner's Representation

Professional Service Fees – Owner's Representation

\$0,000

Anticipated Reimbursables -

\$0,000