AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM
Gunnison County Legal Instrument # _____

Date of Request:	3/1/2013	**Contractual Deadline:**		**Received in Administration:**	3/1/2013
Desired Agenda Date:		**Amount of Discussion Time Desired:**	None.		
Action Requested:	Please review for BOCC approval.				
Parties to the Agreement:	Gunnison County / MJM Project Consulting, LLC				
Term Begins:	3/1/2013	**Term Ends:**	12/31/2013	**Grant Contract #:**	

Summary: Acknowledgment of County Manager Signature; Amendment to Standard Consulting Agreement; MJM Project Consulting, LLC; Gunnison County Courthouse Renovation Project

Recommendation: BOCC approval.

Fiscal Impact:

Submitted by: County Manager's Office **Return To:** County Manager's Office

Finance Department Review: ● Required ○ Not Required

Comments: Sufficient Courthouse renovation funds to cover this extension

Signature: [signature] Discharge Date: 3/1/13

County Attorney Review: ● Required ○ Not Required

Comments:

RECEIVED MAR - 4 2013 COUNTY ATTORNEY

OK DB 3/5/13

Certificate of Insurance Required
Yes ____ No X Initials DB

Signature Discharge Date

Returned to Administration: 3/5/2013 **Original Returned:** B. Wiseman 3/7/13

County Manager Approval:

Signature MB 3/19/13 Date 3-5-13

● Consent Agenda ○ Regular Agenda Time Allotted: _____ (2)

Revised January 2011

Matthew Birnie

From:	Brenda Wiseman
Sent:	Thursday, February 21, 2013 5:04 PM
To:	Matthew Birnie
Cc:	David Baumgarten; Katherine Haase
Subject:	ADMIN - MJM Mike Mismash PC Standard Consulting Agreement - Courthouse Renovations - AMENDMENT 1
Attachments:	ADMIN - MJM Mike Mismash PC Standard Consulting Agreement - Courthouse Renovations - AMENDMENT 1.docx
Follow Up Flag:	Follow Up
Flag Status:	Flagged

Hi Matthew – David reviewed and approved the attached Amendment to Mike Mishmash's agreement today. He will be out of the office tomorrow so if we need Art to sign off, let us know.

Thanks, Brenda

Brenda Wiseman
Gunnison County Attorney's Office
Phone: (970) 641-5300

AMENDMENT TO STANDARD CONSULTING AGREEMENT
BETWEEN
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
GUNNISON, COLORADO
AND
MJM PROJECT CONSULTING, LLC

THIS AMENDMENT TO STANDARD CONSULTING AGREEMENT (hereinafter "Amendment"), made effective this 1 day of MARCH, 2013, is made by and between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County") and MJM Project Consulting, LLC (hereinafter "Consultant").

WHEREAS, Gunnison County and the Consultant entered into an agreement effective July 18, 2012 ("Agreement"); and

WHEREAS, Gunnison County and the Consultant wish to extend said terms of the agreement and provide additional funding to the Consultant at a monthly rate or hourly rate, plus reimbursable expenses.

NOW, THEREFORE, in consideration of the above, and in accordance with the mutual terms, conditions, requirements and obligations set forth in this Amendment, Gunnison County and the Consultant agree as follows:

1. The term of this Amendment shall commence on the date first set forth above and shall be extended to December 31, 2013, unless sooner terminated or replaced as provided in the Agreement.

2. Gunnison County shall compensate the Consultant at a monthly rate of $8,333.00 for the next 2 months after execution of this Agreement, plus reimbursable expenses as identified in Exhibit A of the Agreement between the parties dated July 18, 2012.

   Any additional work performed by the Consultant shall be at the discretion of the Gunnison County Manager. Gunnison County shall compensate Consultant $125 per hour for any additional work.

3. This Amendment is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Amendment, if appropriate. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Amendment without penalty to Consultant.

4. The remainder of the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: Matthew Birnie, County Manager

MJM PROJECT CONSULTING, LLC

By: Mike Mismash

ATTEST:

Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Gunnison County Legal Instrument # _____

Date of Request: 6/18/2012 **Contractual Deadline:** **Received in Administration:** 6/18/2012

Desired Agenda Date: **Amount of Discussion Time Desired:** None.

Action Requested: Consideration of Agreement.

Parties to the Agreement: MJM Project Consulting, LLC / Gunnison County

Term Begins: Upon execution **Term Ends:** **Grant Contract #:**

Summary: Standard Consulting Agreement with MJM Project Consulting, LLC (Mike Mismash) for the Courthouse Renovation Project.

Recommendation:

Fiscal Impact:

Submitted by: County Attorney for Admin **Return To:**

Finance Department Review: ● Required ○ Not Required

Comments: $50,000 ANTICIPATED IN CIP FOR 2012 COSTS ASSOCIATED WITH SPACE NEEDS ASSESSMENT. PLANNED COURTHOUSE RENOVATION RESTRICTED CASH BALANCE AT YEAR END 2012 IS $409,000.

Signature 7/16/12 Discharge Date

County Attorney Review: ● Required ○ Not Required

Comments:

Certificate of Insurance Required

Yes ✓ No ____ Initials (R)

Approved

Signature Discharge Date 7/13/2012

Returned to Administration: 7/16/2012 **Original Returned:** 1 original to M. Mismash 7/20 B. Wiseman 8/2/2012

County Manager Approval:

Signature 8/7/2012 Date 7-18-12

● Consent Agenda ○ Regular Agenda Time Allotted: _____

(1)

Revised January 2011

STANDARD CONSULTING AGREEMENT

This Consulting Agreement is entered into by and between MJM Project Consulting, LLC, hereinafter referred to as "Consultant;" and the Board of County Commissioners of the County of Gunnison, Colorado, hereinafter referred to as "Gunnison County".

1. The Consultant agrees to provide consulting support services as an independent contractor, by rendering an opinion to Gunnison County in accordance with Gunnison County's direction in support of its Courthouse Renovation ("Project") located in Gunnison, Colorado. This shall be completed on a Fee and Reimbursable basis in accordance with the Fee Schedule incorporated and included with this agreement as "Exhibit A".

a. The Consultant agrees that it will adhere to the following procedures pursuant to this Agreement:

(1) The Consultant shall report to Gunnison County findings and conclusions reached during research of the various phases of its performance hereunder, and provide, as required, support and assistance as requested by Gunnison County.

(2) All services performed under this Agreement shall be subject to review by Gunnison County at all times.

(3) All efforts in performance of this Agreement by the Consultant shall be performed at the direction of Gunnison County's representative and single point of contact, which has been designated as Matthew Birnie, County Manager.

b. The Consultant shall commence performance of this Agreement on **9 July 2012** and shall continue performance hereunder until such time as determined by agreement of the parties. Both of, or either of, the beginning date and completion date may be changed by agreement of the parties. In the event that services continue beyond a specific completion date, Gunnison County shall continue to compensate the Consultant per the terms and conditions of this Agreement.

2. In support of the Consultant's services, Gunnison County agrees that it will provide the Consultant with all necessary data, plans, records, and information gathered to perform this service and that Gunnison County will make available specific representatives of its organization staff, or other consultants to assist the Consultant on an as needed basis at no cost to the Consultant.

3. In consideration of the services provided by the Consultant, Gunnison County shall pay the Consultant in accordance with the following provision:

a. Gunnison County shall pay the Consultant for actual services performed hereunder in accordance with the Fee Schedule, which is attached to this agreement in "Exhibit A"; however in no case shall total fee compensation for the Scope of Services pertaining to Phase 1-A as

described in numbered paragraph 2. of Exhibit A exceed $50,000 (exclusive of approved Reimbursable Expenses) unless otherwise approved by Gunnison County in advance.

b. Gunnison County shall compensate the Consultant for reimbursable expenses in accordance with the terms defined in the attached "Exhibit A".

4. The following payment provisions shall apply:

a. In consideration for the above, Consultant shall be paid for work performed within 25 days of Gunnison County's receipt of invoice. Consultant shall invoice for services on a monthly basis.

b. The Consultant shall not be required to perform any work for Gunnison County when any amount due and payable hereunder by Gunnison County shall be in default.

c. Interest in the amount of 1½% per month shall be applied to any unpaid balances beyond the 25day payment terms of this agreement.

5. It is understood and agreed that all information and/or data which is generated by the Consultant, and/or which is obtained by the Consultant as a result of this agreement with Gunnison County, shall be considered confidential. Unless specified otherwise by Gunnison County's authorized representative, the Consultant shall not disclose, any such information and/or data to any other person, firm or organization. Information and/or data created by the Consultant shall remain the property of Gunnison County, and Consultant is authorized to retain a printed copy of such Consultants project documents for its confidential files.

6. In the event that Gunnison County shall make a determination, in the exercise of its business judgment, to change, alter, amend or modify any material or documents prepared by the Consultant pursuant to this Agreement, the Consultant shall not be responsible or liable for the consequences of such action on the part of Gunnison County.

7. The Consultant's role is to assist Gunnison County, as an independent contractor, in the performance of certain Gunnison County's duties and responsibilities in the direction of others and management of the project. Consultant does not provide certified/professional estimating, project scheduling, certified accounting, appraisal, legal services; nor space planning, programming, architectural design, surveying or engineering design services. As a Consultant, there is no influence over or guarantee made by the Consultant to Gunnison County of cost, quality, or time completion of the Project.

8. The Consultant has no authority to assume or create any commitment or obligation on behalf of or to bind Gunnison County in any respect whatsoever and shall not represent that it has such authority or otherwise hold itself out as having such authority.

9. In the event that any dispute shall arise with regard to any provision or provisions of this Agreement, the Agreement shall be subject to, and shall be interpreted in accordance with, the laws of

the State of Colorado. Jurisdiction shall be in the State of Colorado, and venue shall lie in the County of Gunnison, Colorado.

10. In the event that the Consultant is required to provide consulting services beyond the term of this agreement, or support Gunnison County's project team, or provide support as a matter of resolution of the completion and/or close out of services, or provide added services including support for legal action, the Consultant will be compensated by Gunnison County based on the applicable hourly rates, times 1.0 plus reimbursable expenses.

11. This Agreement may be terminated at any time by either party upon thirty (30) days written notification or otherwise by mutual consent of the parties. Gunnison County will compensate Consultant for reasonable costs per "Exhibit A", for demobilization of services, in the event that the Consultants services are terminated without proper and timely notice. In the event that any party to this Agreement shall be deemed to be in default according to the terms and conditions of the Agreement, such party shall have an opportunity to cure said default; in the event that any such default is not cured within (10) days of the date of the act, event or occurrence of the default, then this Agreement shall be terminated and the parties may pursue their respective remedies pursuant to this Agreement.

12. Gunnison County, by executing this agreement accepts that Gunnison County shall not hire away any staff individual from the Consultant. In the event that Gunnison County does hire a staff individual(s) within 12 months of the Consultant providing services to Gunnison County, Gunnison County shall compensate the Consultant at a rate of 75% of the staff individual's annual base salary. This compensation is due and payable within 30 days of the staff individual's 1st day of work with the Gunnison County. This compensation shall apply to any and all of Gunnison County's business ventures.

13. Gunnison County shall require General Contractor and all Subcontractors to name Gunnison County **and Consultant** as additional insured under their respective general liability policy, including completed operations coverage provided for the project. Products and Completed Operations insurance shall, at a minimum, be maintained per State statutes of the State where the work is being performed. In the event of an OCIP program for the building project, the Consultant shall be a named insured.

14. Consultant limits liability for any claims or judgments up to a maximum amount of, ten percent of the proposed fee for services. The services provided by Consultant shall be performed to the reasonable standard of care in Consultant's profession.

15. This Agreement constitutes the entire understanding of the parties hereto and supersedes all prior proposals, arrangements and/or understandings between the parties hereto with regard to the Project. No statements or representations by either party, which are contrary to, or in addition to, the terms and conditions of this Agreement shall be of any force or effort. This Agreement may not be altered, changed, amended, or modified except by mutual agreement of the parties thereto in writing.

16. Each party hereto represents and warrants that the person executing this Agreement on behalf of such party is authorized to sign this Agreement on behalf of such party.

Consultant Initials: _____ Gunnison County Initials: _____

17. As consultant has no control over municipalities, utilities, etc., the time required to obtain project approvals is difficult to anticipate therefore this time will be tracked and invoiced based on actual time required.

In witness whereof the parties acknowledge and execute this Agreement on this 18th day of JULY, 2012.

CONSULTANT:

MJM Project Consulting, LLC

By: _____
Michael J. Mismash
Title: Principal

GUNNISON COUNTY:

The Board of County Commissioners of the County of Gunnison, Colorado

By: _____
Matthew Birnie
Title: Gunnison County Manager

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

End of Agreement

Consultant Initials: _____ Gunnison County Initials: _____

Date:

"EXHIBIT A" to

Consulting Agreement Between

MJM Project Consulting LLC, and the Board of County Commissioners of the County of Gunnison, Colorado

1. FEE SCHEDULE:

   a. The billing rates for Services provided for this Project by Consultant are as follows:

   - Principal **$125.00/hour**
   - Contract Development Work **$125.00/hour**

   b. Additional Services billing rates are as follows:

   - Other Services (requested by Gunnison County) $TBD as required/agreed

   c. The billing rate will be applied to time spent working directly on the project and will include travel time to and from meetings and/or project jobsite.

   d. Consultant retains the right to reasonably increase these fees and expenses at the beginning of each calendar year and Gunnison County agrees to not withhold its approval of such reasonable increases.

2. SCOPE OF SERVICES:

   The Scope of Services is as follows:

Phase 1-A Preconstruction Services, Establishment of Initial Project Goals & Objectives; and Procurement of Needs Assessment, Space Planning & Basic Programming Services, all as outlined and described in the Outline of Services for Scope & Fee Proposal dated 7 June 2012, with attendant Schedule of Major Tasks & Activities for same Phase 1-A Preconstruction Services, all as attached hereto for reference.

3. REIMBURSABLE EXPENSES:

a. Additional Services and Reimbursable Expenses provided through the Consultant shall be actual costs plus a mark-up of 15%.

b. Included in Consultants' fee structure are standard overhead costs and supplies. Gunnison County will compensate Consultant for reimbursable expenses required beyond those expenses, which are considered standard for these professional consultancy services. The following are considered examples of expenses beyond our standard scope:

1. Professional Liability Insurance. If Gunnison County requires Consultant to provide this coverage it will be provided at actual cost to the Consultant without mark-up.

2. Out-of-region travel, beyond a 50 mile radius of Consultants' office.

3. Excessive printed copies of lengthy contract documents, reports, memos, and/or correspondence. If required, Consultant shall retain prior approval by Gunnison County for such costs.

4. Excessive office supplies, postage or long distance charges.

5. Project specific requirements not typically included in consultants' regular tools for consultancy and recommendation services. Such items may include, but are not limited to, software, hardware, and equipment not currently being used by Consultant, or manuals, books or standards required by specific municipalities, other governmental agencies or other outside agencies involved within a specific project.

6. Any direct and specific expenses required to provide services.

4. TAXES:

Consultant is responsible to pay all applicable taxes as related to this agreement. Payment of each invoice is considered full payment for services rendered and Gunnison County is not liable for any taxes, dues, etc. beyond the amount invoiced.

Consultant Initial: _____ Gunnison County Initial: _____

Date: 18 July 2012 Date: 8-18-2012

---End of "Exhibit A"---

Gunnison County Courthouse Renovation Project

MJM Project Consulting, LLC
Outline of Services for Scope and Fee Proposal (Exclusive of Reimbursable & Necessary Travel Expenses to be Reimbursed at cost)

Assumes a Single Needs Assessment/Space Planner & Initial Programmer; a Programming, Design and Construction Administration Team under a single Architect; and Single CM/GC Builder through a Cost Plus Fee GMP Delivery for the Project

Date: July 9, 2012 (Proposal from Project Commencement on 9 July 2012 through Phase 1 ONLY as defined and scheduled in this Document, Sheets 1 & 2.)

Phase 1- Pre-construction Services-

	Major Tasks/Phases	Activities	MJM PC Participation	Responsibilities	Unit	Unit of measure	Quantity	Total Hours
A	Initial Project Goals, & Objectives Establishment	Strategy Planning Work Session with County Manager &, at his discretion, with others.	Significant involvement	Attend half-day discussion and strategy development session with County Manager and County Commissioners for purposes of discussing and documenting thoughts and ideas regarding overall building improvement plan possibilities for the ultimate use of the Courthouse building facility and site. Assist County Manager in creating results narrative of intended future uses of the facility.	1	hrs.	8	8
		Receive, Review, Categorize & Assess Existing Building & Site Documents	Significant involvement	After assembly by Owner, review and discuss all pertinent existing building design and/or as-build drawings and specifications available for use and reference as to existing building composition and condition. Assumble as potential reference material for review and consideration in consultant solicitation and education processes.	1	hrs.	12	12
		Initial Project Outline of Ultimate Scope Description and Potential Phasing Plan	Significant involvement	Work with Owner to establish, in an overall master-planning sense, the Owner's expression, in documented written executive summary narrative for use as an overall Vision Statement, of the ultimate potential remodelling, renovation, re-configuration, systems modifications/upgrades, new construction, historic finishes renewal, and any other potential improvements to ultimately be made to the building/city block site, as currently envisioned as a basis for current Needs Assessment & Basic Programming within the constraints of probable current funding.	1	hrs.	16	16
		Assess & Outline Owner Master Project Target Budget Category, Schedule, Quality & Sustainability, Historical Adaptive Re-Use Preservation & Renewal, and Physical Functionality Objectives Criterion - Confirmation by Owner	Significant involvement	Based upon the Owner's "Vision Statement," work with and assist the Owner in developing and outlining initial project Cost, Time, Quality and Sustainability, and other Objectives the Owner deems achievable in terms of current planning for the further orchestration of the project under the scopes to be developed and undertaken through planning, programming, design, construction and occupancy/use under this project effort (initial portion of the master plan vision for the ultimate facility deemed to be further undertaken currently).	1	hrs.	40	40
		Develop Initial Owner's Overall Target Project Proforma Phasing Timetable	Significant involvement	Work with Owner to categorize Major Project Improvement Sub-scopes, Sequences and projected Timeline Milestones for the major component sub-scopes comprising the "ultimate vision" of all eventual facility improvements. Then work with Owner and pertinent Tenant User Group Representatives to chart the Project Target Timelines via detailed bar-charted tasks/activities through completion of the Needs Assessment, Space Planning & Basic Programming Phase; and a more general summary milestone bar-chart of timelines for the balance of the anticipated current major project tasks/activities to be undertaken through construction and occupancy of this current funded project effort.	1	hrs.	16	16
		Develop Initial Owner's Outline of Project Target Development Cost Proforma Based on Available Funding	Significant involvement	Work with the Owner and Owner's Financial Officer toward development of their outline of major projected project budget categories and values as targets through completion of Needs Assessment, Space Planning & Basic Programming Phase for those aspects of the ultimate facility master plan ("ultimate vision") deemed to be currently undertaken under current limits of available funding as the ongoing basis for this current project effort	1	hrs.	16	16
		Develop Owner's Projection of Initial Project Cash Flow Requirements by Major Potential Project Phases & Construction Types (Interior Space Re-utilization, Renovation & Additional/New)	Significant involvement	Work with Owner and Owner's Financial Officer to prepare Initial Project Cash Flow projection, in the form of anticipated monthly projections for expenditures through Needs Assessment, Space Planning & Basic Programming Phase.	1	hrs.	16	16

Gunnison County Courthouse Renovation Project

MJM Project Consulting, LLC
Outline of Services for Scope and Fee Proposal (Exclusive of Reimbursable & Necessary Travel Expenses to be Reimbursed at cost)

Assumes a Single Needs Assessment/Space Planner & Initial Programmer; a Programming, Design and Construction Administration Team under a single Architect; and Single CM/GC Builder through a Cost Plus Fee GMP Delivery for the Project

Date: July 9, 2012 (Proposal from Project Commencement on 9 July 2012 through Phase 1 ONLY as defined and scheduled in this Document, Sheets 1 & 2.)

	Needs Assessment, Space Planning & Basic Programming Services Procurement	Assist Owner in establishing Outline of Space Utilization & Building Improvement/Renovation Goals, Objectives and Approach, for their utilization as basis for contracting for formal Needs Assessment, Space Planning & Basic Programming service activities by others	Siignificant involvement	Based upon Owner's expression of initial project cost, time, quality and sustainability objectives the Owner deems achievable for the initial portion of the master plan vision to be further undertaken via the remainder phases of the current project; and utilizing the intended metrics of the Project Target Development Cost Proforma, Phasing Timetable & Initial Cash Flow projection, work with the Owner to confirm and summarize narrative description as basis for solicitation of and contract basis for this Needs Assessment, Space Planning & Basic Programming consultantancy.	1	hrs.	40	40
		Develop Draft Scope, Contract & RFQ/P for Needs Assessment, Space Planning and Basic Programming-to-Target-Budget for Interior, Exterior and/or Systems Renovation; and/or Development of Additional Building Space, etc.	Siignificant involvement	Based upon project strategy and approach developed with the Owner, manage approach and draft workscope description of services to be rendered by Needs Assessment, Space Planning & Basic Programming services consultant; and draft RFQ and RFP document narratives for review of Owner. Draft Owner-Consultant Contract for review of Owner. Assumes procurement of a single consultant entity for provision of all workscope services. Consultant selected by Owner may or may not be allowed to compete for separate, subsequent role and responsibility of Design Architect to be determined by comparative qualifications and performance.	1	hrs.	40	40
		Assist Owner in finalizing Contract and Solicitation Documents for Procurement of Owner's Needs Assessment, Space Planning & Basic Programming-to-Target-Budget Professional Services Consultant	Siignificant involvement	Work with Owner and Owner's County Attorney to finalize contract and solicitation documents for procurement of services of the Needs Assessment, Space Planning & Basic Programming services consultant, and prepare draft for review and final approved contract and solicitation documents.	1	hrs.	60	60
		Assist Owner in issuing Solicitation for Procurement of Owner's Needs Assessment, Space Planning & Basic Programming-to-Target-Budget Professional Consultant via RFQ/P and interview process	Siignificant involvement	Assumes a simple abbreviated two-step selection process similar to the selection of the A/E team for the Gunnison County Public Works and Safety Center Project(s). Process to involve invitation for submittal of qualifications of Owner's select list of entities, Owner's short list for proposal and subsequent submittal and consideration of fee/reimbursables/hourly rate proposals based upon intended scope.	1	hrs.	60	60
		Review Needs Assessment, Space Planning & Basic Programming-to-Target-Budget Proposals for Services	Significant involvement	Review Proposals for Needs Assessment & Space Planning and determine appropriateness. Make recommendation as appropriate for Owner short list for interview; orchestrate interview process and make recommendation as appropriate for Owner top-ranking of consultant.	1	hrs.	24	24
		Needs Assessor, Space Planner & Basic Programmer Contract Negotiations	Significant involvement	Lead negotiations of contract terms, and prepare Agreement for final Owner review toward approval.	1	hrs.	24	24
		Oversight & Coordination of Needs Assessment, Space Planning and Basic Programming	Significant involvement	Assist the Owner via oversight and coordination of the Needs Assessment, Space Planning & Basic Programming performed by the consultant.	24	wks.	8	192
B	**Assessment of Entitlements & Jurisdictional Requirements - <u>Per Hourly Rates</u>**	Municipal & Other Governmental Jurisdictional Requirements	TBD based upon development of project scope to be programmed	Survey and assess, with Owner, all municipal, county and state jurisdictional requirements pertinent to the project and then develop a managed approach to compliance with jurisdictional requirements.	1	hrs.	4	4
		Utilities	TBD based upon development of project scope to be programmed	Survey and assess, with Owner, all utility requirements pertinent to the project and then develop a managed approach to compliance with jurisdictional requirements	1	hrs.	8	8
		Coordinate with entitlement/grant specialists	TBD based upon development of project scope to be programmed	Assist Owner in selection of appropriate other consultants for entitlement work as required.	1	hrs.	8	8

Gunnison County Courthouse Renovation Project

MJM Project Consulting, LLC
Outline of Services for Scope and Fee Proposal (Exclusive of Reimbursable & Necessary Travel Expenses to be Reimbursed at cost)

Assumes a Single Needs Assessment/Space Planner & Initial Programmer; a Programming, Design and Construction Administration Team under a single Architect; and Single CM/GC Builder through a Cost Plus Fee GMP Delivery for the Project

Date: July 9, 2012 (Proposal from Project Commencement on 9 July 2012 through Phase 1 ONLY as defined and scheduled in this Document, Sheets 1 & 2.)

		Manage the entitlement process	TBD based upon development of project scope to be programmed	Work with Municipality, Utilities and Consultants on behalf of the Owner to provide the best solutions for efficient and reasonable incorporation of entitlements	1	hrs.	8	8
C	**Architect / Engineer(s) Final Programming, Design-to-Budget, Construction Administration & Commissioning Services Procurement**	Assist Owner in finalizing project approach to Final Programming & Design based upon results of Needs Assessment, Space Planning & Basic Programming	Significant involvement	Work with Owner to finalize the design approach. Also, assist in strategizing for other design, sustainability, commissioning and/or FF&E consultant(s).	1	hrs.	20	20
		Develop Draft Scope, Contract & RFQ/P for Final Programming & Design-to-Budget Services solicitation for Interior, Exterior and/or Systems Renovation; and/or Development of Additional Building Space, etc., as scoped	Significant involvement	Based upon project strategy and approach developed with the Owner, manage approach and draft workscope description of services to be rendered by Architect consultant and its team so design sub-consultants; and draft RFQ and RFP document narratives for review of Owner. Draft Owner-Consultant Contract for review of Owner. Assumes procurement of a single consultant entity for provision of all workscope services. Space Needs Assessment, Space Planning and Basic Programming consultant previously selected by Owner may or may not be allowed to compete for separate, subsequent role and responsibility of Design Architect to be determined by comparative qualifications and performance.	1	hrs.	40	40
		Assist Owner in finalizing Contract and Solicitation Documents for Procurement of Final Programming & Design-to-Budget Services by Architect	Significant involvement	Work with Owner and Owner's County Attorney to finalize contract and solicitation documents for procurement of services of the A/E consultant team, and prepare draft for review and final approved contract and solicitation documents.	1	hrs.	40	40
		Lead Selection Process of Project Final Programming and Design team (all programming & A/E design disciplines via Owner-selected Architect)	Significant involvement	Assumes a solicitation and selection process similar to the selection of the A/E design team on the Gunnison County Public Works and Safety Facilities project.	1	hrs.	60	60
		Review Final Programming & Design-to Budget Proposals for Services	Significant involvement	Review design proposal and determine appropriateness. Make recommendations as appropriate for Owner short list for interview; orchestrate interview process and make recommendation as appropriate for Owner top-ranking of A/E team.	1	hrs.	16	16
		Architectural/Engineering Contract Negotiations	Significant involvement	Assist negotiations of contract terms, and prepare Agreement for final Owner review toward approval.	1	hrs.	16	16
		Other Engineering Services (such as additional sustainability design, peer review or systems commissioning or FF&E design and procurement by other consultants outside of A/E design team)	TBD based upon development of project scope to be programmed	Assist Owner in development of strategy and contract approach for other such services.	1	hrs.	4	4
		Oversight & Coord. of Final Programming, Design & Construction Admin. (through IGMP Establishment & Initial DD Phase)	Significant involvement	Assist the Owner via oversight and coordination of the Final Programming, Design & Construction Administration performed by the consultant.	31	wks.	8	248
		Pre-construction Coordination	Significant involvement	Participate in coordination meetings, tracking documentation, follow-up and overall communication with the Owner and consultants for the development of the details for the project.	10	wks	8	80

Gunnison County Courthouse Renovation Project

MJM Project Consulting, LLC
Outline of Services for Scope and Fee Proposal (Exclusive of Reimbursable & Necessary Travel Expenses to be Reimbursed at cost)

Assumes a Single Needs Assessment/Space Planner & Initial Programmer; a Programming, Design and Construction Administration Team under a single Architect; and Single CM/GC Builder through a Cost Plus Fee GMP Delivery for the Project

Date: July 9, 2012 (Proposal from Project Commencement on 9 July 2012 through Phase 1 ONLY as defined and scheduled in this Document, Sheets 1 & 2.)

D	Pre-construction Mtgs/Cost Reviews	Confirm/Update Owner Master Project Target Budget, Schedule, Quality, Sustainability & Functionality Objectives	Significant involvement	Based upon the results of the results of the Needs Assessment, Space Planning & Basic Programming phase, and again after production, delivery and receipt of Conceptual Design Documents and Conceptual Phase Cost Estimate of the Architect, work with the Owner and consultants to confirm and/or update the Owner's Functional, Budgetary, Schedule, Quality & Sustainability Objectives pertaining to the ongoing basis of the current project effort to be undertaken within the limits of currently available funding.	1	hrs.	20	20
		Consultant Responsibility for Construction Budgetary Compliance during Programming and Design	Significant involvement	Assumes contract provision that Architect to provide cost estimate based on Conceptual Design Documents. Also assumes requirement for Architect design to Owner's Budget with responsibility to redesign to budget, if necessary, at no additional cost should selected CM/GC cost estimate based on Schematic Design Documents exceed Owner's Construction Budget. Also assumes GMP Cost Plus Fee construction delivery mode via single CM/GC, with construction cost estimate proposed based upon Schematic Design Documents.	1	hrs.	8	8
		VE, scope revisions, subcontractor selection, release authorizations etc.	Significant involvement	At the major design phase milestones (Concepts, SD, DD, CD) review with the Owner, and offer advice regarding the evolving design, for purposes of evaluating progress toward conformance with the program criteria proposed via those design solutions developed by the consultants. Purpose is to facilitate achievement of the targeted functional, cost effective, timely and quality-desired solutions to be constructed.	1	hrs.	16	16
E	Contractor Selection /Negotiation	Confirm Approach to Construction Delivery Methodology	Significant involvement	Based upon project strategy and approach developed with the Owner, manage approach and draft workscope description of services to be rendered by the CM/GC; and draft RFQ and RFP document narratives for review of Owner. Draft Owner-CMGC Contract for review of Owner. Assumes procurement of a single consultant entity for provision of all workscope services, via two-step procurement process of submittal of qualifications by Owner's selected list of potential builders, short-listing to 3-5 firms for proposal, presentation/interview and top-ranking by Owner as utilized on Safety Center and Public Works project.	1	hrs.	8	8
		Assist Owner in finalizing Contract and Solicitation Documents for Procurement of CM/GC Services	Significant involvement	Work with Owner and Owner's County Attorney to finalize contract and solicitation documents for procurement of services of the CM/GC, and prepare draft for review and final approved contract and solicitation documents.	1	hrs.	40	40
		Prequalification of Builders & Determination of Insurance Requirements/Approach to Risk Mitigation	Significant involvement	Manage process of establishing long-list of potential builders for consideration relative to types of construction, anticipated construction value vs. likely bonding capacities, etc., reputation and other Owner criteria. Meet with Owner's insurance representatives and discuss type/coverages to be required. Include consideration of contractors' capabilities related to insurance with other criteria of importance. If OCIP, assume need for additional MMJ PC involvement, which will be tracked separately via hourly rate.	1	hrs.	8	8
		Lead Selection Process of Project CM/GC builder	Significant involvement	Assumes a solicitation and selection process similar to the selection of the A/E design team on the Gunnison County Public Works and Safety Facilities project.	1	hrs.	80	80
		Prepare "Letter of Intent"	Significant involvement	Develop "Letter of Intent" via top-ranking of firm, for Owner to issue to Contractor.	1	hr.	8	8

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Assumes a Single Needs Assessment/Space Planner & Initial Programmer; a Programming, Design and Construction Administration Team under a single Architect; and Single CM/GC Builder through a Cost Plus Fee GMP Delivery for the Project

Date: July 9, 2012 (Proposal from Project Commencement on 9 July 2012 through Phase 1 ONLY as defined and scheduled in this Document, Sheets 1 & 2.)

		Contract Negotiations	Significant involvement	Negotiate final terms and contract language, conditions of the contract, Initial GMP with Contractor and finalize agreement for Owners review and consideration toward approval.	1	hrs.	16	16
		Establish Initial GMP	Significant involvement	Work with the Owner and preferred contractor and Architect to resolve open issues and establish Initial GMP.	1	hrs.	16	16

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F	Development of the Final or Multiple GMP(s)	Finalize Approach for Establishment of Final GMP or GMP(s)	Significant involvement	Scope, work phasing, types of construction and other criterion may influence nature of GMP. GMP may be comprises of separate sub-GMPs, but this proposal assumes single GMP to be employed. Work with Owner, designer and contractor to set up approach to assure qualified competitive pricing of all elements of work.	1	hrs.	16	16
		Prequalification of major subcontractors and suppliers	Significant involvement	Work with Owner, Architect and CM/GC to shortlist key subs. Work with CM/GC to identify any D/B subs, if appropriate, and participate in final selection of major trades.	1	hrs.	16	16
		Work through Established Process for Reaching Final GMP	Significant involvement	Orchestrate contractural process established for agreement upon a GMP by the parties (Owner, Architect & Contractor). Participate in the review/comparison to basis of the the Initial GMP, including relationships to budget, qualifications, schedule, work phasing plans, value engineering, scope revisions, and other criteria as applicable.	1	hrs.	24	24
		Establish GMP	Significant involvement	Participate in work session to finalize the GMP for the total project prior to the start of construction.	1	hrs.	30	30
		End Phase 1- Pre-construction Services						**1422**

Phase 1 Services: Pre-construction (from Needs Establishment through completion of Schematic Design and establishment of IGMP).	**1422**	**hrs**	**$135**	**$191,970**
Phase 1 Services- Total Preconstruction monthly average cost for 13 month (55 weeks) Preconstruction Phase duration. See note below.	**109**	**hrs/mo.**	**$135**	**$14,767**

	Major Tasks	Activities	POIS	Responsibilities	Unit	Unit of	Quantity	Total Hours
G	Cost / Schedule / Quality Controls	Cost Control Management	Active Participation	Establish Cost Control Procedures to be used by Team for the Project		hrs		0
		Schedule Control Management	Active Participation	Establish Schedule Control Procedures to be used by Team for the Project		hrs		0
		Quality Control Management	Active Participation	Establish Quality Control Procedures to be used by Team for the Project		hrs		0
		Finalize GMP contract document and execute	Active Participation	Establish Final Cost before Construction of the Project. Cost may be determined by phasing overall scope.		hrs		0
		Construction Supervision / QA - QC On-site	Active Participation	Part-time or full time on-site supervision. Work closely with the contractor and designers to be certain that work is installed correctly and efficiently the 1st time.		wks		0
		OAC meetings	Active Participation	Participate in weekly O/A/C meetings and project site visits, coordination, tracking documentation, follow-up and overall coordination of the details for the project.		wks		0
		Change Orders	Active Participation	Review, Negotiate and Manage Change Requests		mos		0
		Financial Tracking	Active Participation	Monthly Financial Tracking		mos		0
		Schedule Tracking	Active Participation	Monthly Schedule Tracking		mos		0
		Monthly Draws	Active Participation	Review GC Pencil copy and other owner invoices. Suggest revisions and review final Monthly Pay Requests		mos		0

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H	Construction Phase	Contractor Lien Tracking	Active Participation	Track Contractors monthly lien waivers required by the lender		mos		0
		Contingency	Active Participation	Manage Project Contingency		mos		0
		Phased Turn Over and Occupancy	Active Participation	Work on Contractor issues related to turnover and punch list. Actual walks and acceptance by Owner		mos		0

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		Follow-up Correspondence	Active Participation	Read and follow-up on correspondence, documentation, questions, and issues throughout the project		mos		0
		Outside Agency Coordination	Active Participation	Meet with appropriate agencies to determine project needs and interface throughout.		mos		0
		Owner/Lender Reporting	Limited Participation	Support preparation of Corporate or Lender required documentation		mos		0
		Final turnover and Close-Out	Active Participation	Final Close-out of Project Documentation		mos		0
I	Others Vendors	Phone	Active Participation	Work with phone company representatives to finalize service agreement and coordinate service to site (8)		hrs		0
		Cable	Active Participation	Work with cable company representatives to fianlize service agreement and coordiante services to the site (8)		hrs		0
		Power and Gas	Active Participation	Coordinate project requirements with Power and Gas Company to coordinate servies to the project (8)		hrs		0
		Security	Active Participation	Work with Owner and designers to select consultant/firm to coordinate and install security systems throught the project		hrs		0
		AV	Active Participation	Assist Owner in selection of AV consultant/firm to perform installations throught the project as required		hrs		0
		FF&E	Active Participation	Assist with Owner, designers, vendors and movers to coordiante the purchase and move-in of Furniture Fixtures and Equipment.		wks		0
J	Other Issues	To Be Determined	TBD	As Required by Owner and MJM PC				0
				End Phase 2- Construction Services				0

Phase 2 Services- Total Construction Phase Costs (To Be Determined)	0	hrs		
Phase 2 Services- Total monthly average cost (To Be Determined)	0	hrs/mo.		

TOTAL HOURS INCLUDING PHASE 1 & 2 SERVICES	
TOTAL PROPOSED FEE INCLUDING PHASE 1 & 2 SERVICES	
TOTAL MONTHLY AVERAGE FEE BASED ON PHASES 1 & 2 @ MONTHS	

Notes:

1) Phase 1- Assume 13 months (55 weeks from 9 July 2012 through 7 August 2013) of pre-construction as described by Major Tasks/Phases. See Sheet 2.

2) Phase 2 Activities TBD based upon project scoping & phasing results of Phase 1. Phase 2- Assume ___ months for Construction plus ___ months for closeout.

3) Billable Rates: Hourly rate basis of Principal only participation at $125/hr. for services rendered in Phase 1.

4) Architect and Contractor negotiations will be estimated at reasonable number of hours. As this effort is difficult to determine, this work shall be tracked separately and billed at actual time spent if estimated time exceeds estimate as provided.

5) MJM PC reserves the right to discuss revisions to this proposal if the actual scope of services is significantly different than anticipated in this original proposal.

6) Proposal assumes services begin 9 July 2012, duration of Phase 1 Services of 13 mos. (55 wks.) through 7 Aug. 2013 to IGMP. Assumes commencement of Needs Analysis on 13 Nov. 2012, Final Programming & Design Services by selected Architect on 24 April 2013 and reconciled IGMP on/about 7 Aug. 2013.

7) Hourly rate is subject to adjustment at the beginning of each calendar year.

8) As outside utilities and municipaly impacts, if any, are outside the control of the project manager and Owner, these costs are difficult to determine. This work will be noted at reasonable time for such tasks however wilt be tracked seperately and billed at actual time spent outside of estimate of time via this proposal.