

## CONSULTING SERVICES AGREEMENT

THIS Consulting Services Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Town of Richmond, a Vermont municipality with its principal offices located at 203 Bridge Street, Richmond, Vermont 05477 (“Town”) and APEX Consulting LLC, a Vermont limited liability company with its principal place of business at 191 East Main Street, Richmond, Vermont 05477 (“Consultant”). The Town and Consultant shall be known collectively as the “Parties”.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE PARTIES HERETO STIPULATED AND AGREE AS FOLLOWS:

### 1. Services to Be Performed

Consultant agrees to and shall perform the services described in the *Proposal for Project Management Services*, prepared by Consultant (the “Proposal”), and *Exhibit A, dated August 30, 2021*, each of which is attached hereto and incorporated herein by reference.

### 2. Payment

In consideration for the Services to be performed by Consultant, Town agrees to pay Consultant in the following manner: Monthly, for services provided, at a net rate of \$95.00 per hour. As provided in Exhibit A, such payments shall not exceed the cumulative total of \$11,780.00 (i.e., 124 hours at \$95/hour).

Consultant shall be paid within thirty (30) days after Consultant submits a proper invoice to Town. A proper invoice shall include the following: an invoice number, the dates covered by the invoice, a detailed summary of the work performed during the period covered by the invoice and such other information as the Town may reasonably require.

### 3. Expenses

Town shall reimburse Consultant for expenses attributable directly to the Services performed under this Agreement and outlined in the attached proposal within thirty (30) days after receipt of an itemized statement of such expenses.

### 4. Business Licenses, Permits, and Certificates

Consultant represents and warrants that Consultant will maintain and comply with all federal, state, and local laws requiring licenses (including driver’s licenses), business permits, certificates and approvals required to carry out fully the Services to be performed under this Agreement.

## **5. State and Federal Taxes**

Consultant shall pay all taxes incurred while performing Services under this Agreement—including all applicable income taxes.

## **6. Workers' Compensation**

Town shall not obtain workers' compensation insurance on behalf of Consultant. To the extent required by law, Consultant shall purchase and maintain Workers' Compensation and Employers' Liability insurance meeting statutory limits mandated by State law.

## **7. Insurance**

Consultant shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

- Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000 each occurrence, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.
- Professional liability insurance coverage in the minimum amount of \$1,000,000.
- Workers' compensation to meet State of Vermont requirements.

## **8. Term of Agreement**

This Agreement shall become effective on the Effective Date set forth above or on the date of the last signature below, whichever is later, and shall terminate on the date Consultant completes the Services required by this Agreement or the date on which the Town or Consultant terminates this Agreement, in accordance with Section 9 below.

## **9. Terminating the Agreement**

Either the Town or Consultant may, for reasonable cause, terminate this Agreement, effective immediately upon giving written notice to the other party. Reasonable cause shall include a material breach of the terms and conditions of this Agreement or any act, whether negligent, reckless, intentional or unintentional, by one party that exposes the other party to liability to others for personal injury, property damage or death. Either party may terminate this Agreement, at any time and for any reason, by giving the other party fifteen (15) days' written notice of intent to terminate.

## **10. Exclusive Agreement; Severability**

This Agreement, including the exhibits herein, shall constitute the entire agreement between Consultant and Town with respect to the subject matter hereof and shall supersede all prior agreements and understandings, written and oral,

with respect to such matters. This Agreement is severable. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, that provision shall be deemed severed and the remainder of the Agreement shall continue in full force and effect.

#### **11. Modifying the Agreement**

This Agreement shall be modified, changed or amended only in writing and signed by the Parties hereto.

#### **12. Resolving Disputes**

If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon, qualified mediator located in Chittenden County, Vermont, or such other location as the Parties may mutually agree. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties shall then be free to seek appropriate relief, including injunctive relief, in the Vermont Superior Court, Civil Division, Chittenden Unit.

#### **13. No Agency**

This Agreement does not create an agency, joint venture, partnership or similar relationship. Consultant shall not have authority to enter into contracts on the Town's behalf, nor shall Consultant at any time enter into or hold itself out to third parties as having authority to enter into any commitment, expense or liability on behalf of, or otherwise bind, the Town.

#### **14. Assignment and Delegation**

Consultant may not assign or subcontract any rights or delegate any of its duties under this Agreement without Town's prior written approval.

#### **15. Applicable Law**

This Agreement shall be governed under the laws of the State of Vermont, without giving effect to conflict of law principles.

**16. Signature Area**

**TOWN OF RICHMOND**

By: \_\_\_\_\_  
Its Duly Authorized Agent

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ 2021

**APEX Consulting LLC**

By: \_\_\_\_\_  
Its Duly Authorize Agent/Manager

Print Name: Jay Labare

Title of Signer: Principal

Taxpayer ID Number (EIN) 84-3423343

## **Exhibit A**

### **Library and Town Center Building Repairs-Phase I**

September 1, 2021

#### **Projects**

**Eliminate water intrusion through exterior envelope of Library building.**

Manage photographic documentation of existing conditions. Manage development of bidding documents. Advertise for bids and conduct pre-bid site visit for interested bidders. Evaluate proposals and make recommendations to the building committee.

Estimated Hours: 38

**Modify parking lot entrances at the Library and Town Center to be ADA compliant.**

Coordinate review of existing conditions to determine scope of work. Manage development of bidding documents. Advertise for bids and conduct pre-bid site visit for interested bidders. Evaluate proposals and make recommendations to the building committee.

Estimated Hours: 28

**Add cooling and ventilation to Library Mezzanine Meeting Room and heating to the Town Center Planning & Zoning Offices.**

Coordinate review of existing conditions to determine scope of work. Manage development of bidding documents. Advertise for bids and conduct pre-bid site visit for interested bidders. Evaluate proposals and make recommendations to the building committee.

Estimated Hours: 28

## **Exhibit A (continued)**

### **Library and Town Center Building Repairs-Phase I**

August 30, 2021

#### **Develop recommendations to resolve Town Center Portico drainage issues.**

Interview building occupants. Review construction with builder. Manage testing structure with a hose or witness a rain event. Provide report of findings and develop a plan to correct issue.

Estimated Hours: 20

#### **Develop recommendations to resolve Town Center entry ceiling leak.**

Manage testing structure with a hose or witness a rain event. Provide report of findings and develop a plan to correct issue

Estimated Hours: 10

Total not to exceed for above scope: 124 Hours or \$11,780 at \$95/Hour

APEX Consulting will provide a weekly update to the town of Richmond with the number of hours expended on the project during the previous week and a total number of hours accrued.

The town of Richmond will contract directly with all consultants and contractors.

Additional projects may be assigned by the Town Manager not to exceed a total of \$2,000.00

**End of Exhibit A**



## **Library and Town Center Building Repairs**



## **Proposal for Project Management Services**

### OVERVIEW

APEX Consulting is pleased to submit this proposal for owner project manager services in support of the Town of Richmond's mission to protect, preserve and upgrade the Library and Town Center buildings. I have partnered with numerous organizations, businesses, and municipalities throughout the Northeast endeavoring to improve their communities and the lives and safety of the people living in them and will bring this experience to your project.

### The Objective

Implement code required improvements, weatherization enhancements, essential restoration work plus HVAC and electrical system upgrades.

### The Opportunity

- Goal #1 Review project documents and construction costs.
- Goal #2: Develop the Total Project Budget.
- Goal #3: Generate an overall project schedule.
- Goal #4: Build a comprehensive project team.
- Goal #5: Restore and improve Town Center and Library buildings.

### The Solution

- Recommendation #1: Develop communication strategy and protocols.
- Recommendation #2: Engage Town Center Building Committee.
- Recommendation #3: Create bidding documents and bid packages.
- Recommendation #4: Engage designers and contractors.
- Recommendation #5: Actively manage project development and goals.



# OUR PROPOSAL

I understand that the Town of Richmond and the Town Center Building Committee has worked to identify the items requiring attention. I have developed a strategy to support your efforts and will provide the tools, knowledge, and experience necessary to mitigate your risks and maximize your results. I will partner with you to be your project manager, representative, advocate, advisor and am committed to ensuring your project's success. The APEX core values of collaboration, empathy, integrity, and accountability guide us through every step of our journey.

## Rationale

Experience has shown that proper early planning will greatly enhance your project's success. Our process will provide you with the information that is essential for you to make informed decisions throughout the life of the project.

## Execution Strategy

My execution strategy incorporates proven methodologies, and a highly responsive approach to facilitate your project's delivery. Following is a description of these methods.

## Project Approach

### Communication

As your owner's project manager, I will interact, advise, and consult with staff, local authorities, as well as public boards and committees, special consultants, architects, and contractors. I exercise proactive project management by identifying and addressing issues before they arise through open and transparent communication while incorporating your project goals and moving your project toward successful completion. Working with all project stakeholders, I will communicate and closely monitor key project information.

### Cost and Budget Controls

At the onset of the project, I will coordinate with the Town Center Building Committee to establish the Total Project Budget. The TPB includes the hard and soft costs as appropriate and is built through collaborative iterations with the team and is utilized to manage expectations as the project evolves. Each line item in the TPB represents a known or probable cost exposure based on the project type, our experience, and your input.

I will work collaboratively with the project stakeholders to ensure the Total Project Budget and overall project schedule is well detailed in its development, comprehensive in its scope and can be used to guide your decision-making process.

## **Preconstruction Phase**

I have the knowledge and experience to prepare and evaluate Requests for Proposals and Invitation to Bid for all facets of the project. I will assist you with the evaluation, interview, selection, and contract negotiations for these services.

It is essential that you fully understand what you are buying, and I will make every effort to ensure you do, including facilitating meetings and interviews with project designers and contractors to conduct in-depth reviews of their proposals. I will consult with you as needed to answer questions and interpret plans and specifications.

I will facilitate obtaining the required building and special permits, with the exclusion of trade permits which are required to be obtained directly by the installing contractor.

## **Construction**

Questions are inevitable during construction and when they are raised, I will ensure they are properly documented, and the architect notified so issues can be resolved as quickly as possible. I will intervene to resolve issues without change orders whenever possible and regardless of the genesis (design change, constructability issue, owner request, etc.) will analyze each additional cost for merit and impact to the construction schedule and budget.

Identifying issues as soon as possible is crucial to the success of a project so that corrective measures can be taken. Together, we will conduct weekly or bi-monthly project meetings, review the work in progress as well as all work completed. I will manage any issue that may be raised by code officials during site visits, coordinate with inspection and testing agencies, and ensure reports are issued in a timely fashion.

Prior to beginning construction, I will work with the contractors to establish a detailed baseline construction schedule. Throughout the course of the project, I will take updates provided by the contractors, along with firsthand knowledge of the construction activities, to review and evaluate schedule progress. All delays will be reported to you immediately.

## **Post Construction**

I will work with the project team to coordinate the requirements, sequencing, and lines of communication for punch list completion. This involves a thorough review of the contracts and specifications with all parties as well as coordination of a schedule and necessary meetings to hold each team member accountable for reviews and corrective work in a timely fashion. Upon the request for substantial completion, the contractor will be required to provide a set of coordinated and consolidated as-built drawings plus operation and maintenance manuals.

I will manage the commissioning of your mechanical and electrical systems by working in concert with the installing contractors and design engineers.

## Resources

Microsoft applications are used for day-to-day operations including “Teams” for collaboration and video conferencing as well as OneDrive for project document management allowing on-line access for all project stakeholders.

Apex utilizes Bluebeam Revu as a project collaboration tool for drawing mark-ups, on-screen quantity assessment, drawing comparison with overlay capabilities for detecting changes from one iteration of drawing to the next.

## Project Deliverables

Deliverable	Description
Project Schedule	Detailed schedule indicating tasks, durations, and owner touch points
Cost Estimate	Detailed conceptual cost estimate for building construction
Total Project Budget	TPB includes design, permitting, insurance, legal, Fixtures Furniture & Equipment (FFE), and construction costs
Requests For Proposals (RFP) and Invitations to Bid (ITB)	Detailed, clear and concise bid packages to minimize cost exposure during construction.

## EXPECTED RESULTS

I expect our proposed solution to provide the following results:

- Result #1: A schedule detailing your path forward.
- Result #2: Project cost control.
- Result #3: Selection of project team.
- Result #4: Successful project delivery.

## PRICING

This pricing is valid for 45 days from the date of submission. Services will be invoiced monthly based on actual hours and reimbursables accrued.

**Hourly Rate: \$110; Good will contribution \$15 = Net \$95/Hr**

Milage charged for travel outside of Chittenden County at accepted IRS rate.

Reimbursables will be invoiced at cost.

# PROJECTS, REFERENCES & INSURANCE

## Sample Projects

My role for the projects listed below included the following.

- Managed preconstruction services for the project including estimating, scheduling, and phasing as required.
  - Collaborated with architect and owner for presentations to stakeholders.
  - Managed value engineering process and development of alternates.
  - Ensured bidding documents reflected scope of work per approved budget.
  - Managed bidding process including interviews, tabulation, and analysis.
  - Reviewed work in place to verify conformance to contract documents.
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- **'53 Commons (Thayer Dining Hall) Dartmouth College, Hanover NH** - 72,000 SF Renovation and Historical Preservation, \$22,000,000
  - **Land Port of Entry, Derby VT (GSA)**- 20,000 SF New Build, \$25,000,000
  - **Sports Arena Upgrade-Town of Highgate** - 35,000 SF Renovation, \$1,500,000
  - **Public Safety Facility, Killington VT** - 14,000 SF New Build, \$4,800,000
  - **Golden Brook Elementary School, Windham NH** – 130,000 SF New Build, 18,000 SF Renovation \$32,000,000

## References

### **Rob St Laurent**

Building Committee Chair

Windham Elementary School, Windham NH

Tel. (603) 875-5049

[r.stlaurent@hotmail.com](mailto:r.stlaurent@hotmail.com)

Project: Windham Elementary School, \$32,000,000 renovation and addition; Dartmouth College \$16,000,000 renovation to Thayer Dining Hall.

### **Jessie Baker**

City Manager of South Burlington VT

[jbaker@sburl.com](mailto:jbaker@sburl.com)

(802) 846-4107

Project: One Taylor Street, Montpelier while Jesse was the assistant city manager. \$10,500,000 transit facility with 30 apartments coupled with bike path upgrades.

**Gail Henderson-King, EDFP, PLA**

Senior Project Manager

White + Burke Real Estate Advisors

[ghendersonking@whiteandburke.com](mailto:ghendersonking@whiteandburke.com)

Tel. (802) 862-1225, Ext 15

Projects: Craftsbury Saplings Expansion Plan-Estimating Services

**Insurance**

**Professional Liability - Lloyd's of London**

General Aggregate Limit \$1,000,000

Deductible \$5,000

**General Liability – Lloyd's of London**

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal/Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit	\$250,000
Medical Expense Limit	\$5,000
Deductible	\$1,000

**Workers' Compensation Insurance - NorGUARD**

Meets State of Vermont requirements

## CONCLUSION

I have the experience necessary to provide the Town of Richmond with the project management services for the successful completion of your project. I am confident that together we can meet the challenges ahead and stand ready to partner with you in delivering the most efficient and fiscally responsible solution to meet your needs.

If you have questions regarding this proposal, feel free to contact me at your convenience by email at [jlabare@apexconsulting-llc.com](mailto:jlabare@apexconsulting-llc.com) or by phone at **(802) 288-0344**. I look forward to hearing from you and having the opportunity to further discuss this proposal.

Thank you for your consideration,



**Jay Labare, Principal**