

**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Town Hall Addition Construction Document Preparation)**

DATE: _____, 2016.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

HB&A, LLC., a Colorado limited liability company, 102 East Moreno Avenue, Colorado Springs, Colorado 80903 (“Consultant”).

RECITALS:

- A. Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Consultant shall provide construction document preparation services related to the Town Hall Addition project in accordance with the proposal dated February 22, 2016, attached as *Exhibit A* (“Services”).

Section 2. Payment. Consultant shall invoice Town monthly for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit A*. Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$173,242, unless authorized in writing by Town.

Section 3. Completion. Consultant shall commence the Services upon execution of this Agreement and complete the Services by June 30, 2016. Consultant shall devote adequate resources to assure timely completion of the Services. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 10 days written notice to Consultant. The Town’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Consultant shall turn over all work product produced up to the date of termination.

Section 4. Subcontractors. Consultant may utilize subcontractors to assist with specialized works as necessary to complete the Services. Consultant will submit any proposed subcontractor and the description of their services to the Town for approval.

Section 5. Assignment. This Agreement shall not be assigned by Consultant without the written consent of the Town.

Section 6. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 7. Prohibition Against Employing Illegal Aliens. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. Consultant is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Consultant shall:

A. Notify the subcontractor and the Town within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employee or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

If Consultant violates a provision of this Agreement required pursuant to C.R.S. §8-17.5-102, Town may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Town.

Section 8. Insurance. Consultant agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Consultant shall procure and maintain, and shall cause each subcontractor of the Consultant to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive 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 be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

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) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation and Professional Liability insurance, if applicable, shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Consultant's insurance agent as evidence that policies providing the required coverage, conditions and minimum limits are in

full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Consultant to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the Town’s discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

E. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person, \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, et sect, 10 C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 9. Indemnification. Consultant expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney’s fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant.

Section 10. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 11. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 12. Entire Agreement. 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. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 13. Time of the Essence. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 14. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

Section 15. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 16. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Section 17. Independent Contractor. Consultant and Town hereby represent that Consultant is an independent contractor for all purposes hereunder. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

Section 18. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Approved as to content:

Robert J. Slentz, Town Attorney

Bill Detweiler, Director of Development Svcs.

CONSULTANT:

HB&A, LLC,
a Colorado limited liability company

By: _____

Its: _____

Castle Rock Town Hall - Addition
Castle Rock CO

HB&A
 Fixed Fee

Fee Summary Sheet

Total Labor Cost			
Personnel Classification	Hours	Rate	T.L. Cost
Project Manager	4	\$0.00	\$0.00
Senior Planner	0	\$0.00	\$0.00
Planner	0	\$0.00	\$0.00
Senior Architect	338	\$150.00	\$50,700.00
Architect	0	\$125.00	\$0.00
Arch. Tech.Staff/Intern	362	\$90.00	\$32,580.00
GIS Specialist	0	\$0.00	\$0.00
GIS Analyst	0	\$0.00	\$0.00
Total Labor Hours	704		
Total Labor Cost (Including Overhead & Profit)			\$83,280.00

1. Total Labor Cost HB&A (TLC)		\$83,280.00
2. Travel and Per Diem HB&A		\$270.00
3. Materials, Reproduction & Delivery		\$1,374.40
4. Consultants:		
Civil Engineering - Kiowa	\$12,885.00	
Landscape Architecture -	\$0.00	
Structural Engineering - MGA	\$15,900.00	
Mech./Elec. Engineering - Farnsworth	\$40,000.00	
Sustainable consultant - Not Provided	\$0.00	
Specifications - Gregg Voos	\$13,000.00	
Interior Design -	\$0.00	
Cost Estimator - Bob Stanton	\$0.00	
Survey - Aztec	\$4,800.00	
CONSULTANT SUBTOTAL		\$86,585.00
HB&A management	2%	\$1,731.70
Total consultant cost:		\$88,316.70

TOTAL FEE **\$173,241.10**

0						Attachment A
						22-Feb-16
Castle Rock Town Hall - Addition						
Castle Rock CO						
HB&A						
Fixed Fee						
Travel & Per Diem Costs						
	<u>Quantity</u>	<u>Unit</u>	<u>\$/Unit</u>	<u>#</u>		<u>Subtotal</u>
Task 1 - Development Plan						
a. Air	0	Round Trip	\$999.00	N/A		\$0.00
b. Car Rental	0	Car	\$60.00	2 Days		\$0.00
c. POV Mileage	2	Car(s)	\$0.50	60 Miles		\$60.00
d. Per Diem	0	Person	\$15.00	0 Days		\$0.00
	0	Person	\$15.00	0 Days		\$0.00
SUBTOTAL						\$60.00
Task 2 - Schematic Design						
a. Air	0	Round Trip	\$999.00	N/A		\$0.00
b. Car Rental	0	Car	\$60.00	3 Days		\$0.00
c. POV Mileage	2	Car(s)	\$0.50	60 Miles		\$60.00
d. Per Diem	0	Person	\$15.00	0 Days		\$0.00
	0	Person	\$15.00	0 Days		\$0.00
SUBTOTAL						\$60.00
Task 3 - Design Development						
a. Air	0	Round Trip	\$999.00	N/A		\$0.00
b. Car Rental	0	Car	\$60.00	3 Days		\$0.00
c. POV Mileage	2	Car(s)	\$0.50	60 Miles		\$60.00
d. Per Diem	0	Person	\$15.00	0 Days		\$0.00
	0	Person	\$15.00	0 Days		\$0.00
SUBTOTAL						\$60.00
Task 4 - Construction Documents						
a. Air	0	Round Trip	\$999.00	N/A		\$0.00
b. Car Rental	0	Car	\$60.00	3 Days		\$0.00
c. POV Mileage	2	Car(s)	\$0.50	60 Miles		\$60.00
d. Per Diem	0	Person	\$15.00	0 Days		\$0.00
	0	Person	\$15.00	0 Days		\$0.00
SUBTOTAL						\$60.00
Task 5 - Permit and Bidding						
a. Air	0	Round Trip	\$999.00	N/A		\$0.00
b. Car Rental	0	Car	\$60.00	2 Days		\$0.00
c. POV Mileage	1	Car(s)	\$0.50	60 Miles		\$30.00
d. Per Diem	0	Person	\$15.00	0 Days		\$0.00
	0	Person	\$15.00	0 Days		\$0.00
SUBTOTAL						\$30.00
Task 6 -						
a. Air	0	Round Trip	\$999.00	N/A		\$0.00
b. Car Rental	0	Car	\$60.00	2 Days		\$0.00
c. POV Mileage	0	Car(s)	\$0.50	20 Miles		\$0.00
d. Per Diem	0	Person	\$15.00	0 Days		\$0.00
	1	Person	\$15.00	0 Days		\$0.00
SUBTOTAL						\$0.00
Task 7 -						
a. Air	0	Round Trip	\$999.00	N/A		\$0.00
b. Car Rental	0	Car	\$60.00	2 Days		\$0.00
c. POV Mileage	0	Car(s)	\$0.50	0 Miles		\$0.00
d. Per Diem	0	Person	\$15.00	0 Days		\$0.00
	0	Person	\$15.00	0 Days		\$0.00
SUBTOTAL						\$0.00
Task 8 -						
a. Air	0	Round Trip	\$999.00	N/A		\$0.00
b. Car Rental	0	Car	\$60.00	2 Days		\$0.00
c. POV Mileage	1	Car(s)	\$0.50	0 Miles		\$0.00
d. Per Diem	0	Person	\$15.00	2 Days		\$0.00
	0	Person	\$15.00	0 Days		\$0.00
SUBTOTAL						\$0.00

Castle Rock Town Hall - Addition
Castle Rock CO
HB&A
Fixed Fee

Materials, Reproduction & Delivery

	# of		# of			# of		# of			
	Orig.	\$/Unit	Copies	Cost		Orig.	\$/Unit	Copies	Cost		
Task 1 - Development Plan						Task 9 -					
a. B & W Xerox (8-1/2 x 11)	0	\$0.09	1	\$0.00		a. B & W Xerox (8-1/2 x 11)	0	\$0.09	1	\$0.00	
b. B & W Xerox (11 x 17)	0	\$0.12	1	\$0.00		b. B & W Xerox (11 x 17)	0	\$0.12	1	\$0.00	
c. Color Xerox (8-1/2 x 11)	0	\$0.89	1	\$0.00		c. Color Xerox (8-1/2 x 11)	0	\$0.89	1	\$0.00	
d. Color Xerox (11 x 17)	0	\$1.50	1	\$0.00		d. Color Xerox (11 x 17)	0	\$1.50	1	\$0.00	
e. Meal	0	\$40.00	1	\$0.00		e. Meal	0	\$40.00	1	\$0.00	
f. Text/Graphics CDROM	0	\$2.50	1	\$0.00		f. Text/Graphics CDROM	0	\$2.50	1	\$0.00	
g. Reproducible Plot (24x36)	4	\$5.00	10	\$200.00		g. Reproducible Plot (24x36)	0	\$5.00	1	\$0.00	
h. Blue/Blackline Prints (24x36)	0	\$3.00	10	\$0.00		h. Blue/Blackline Prints (24x36)	0	\$3.00	1	\$0.00	
i. Regular Postal Delivery	0	\$10.00	1	\$0.00		i. Regular Postal Delivery	0	\$10.00	1	\$0.00	
j. FedEx Delivery	0	\$22.50	1	\$0.00		j. FedEx Delivery	0	\$22.50	1	\$0.00	
PHASE SUBTOTAL					\$200	PHASE SUBTOTAL					\$0
Task 2 - Schematic Design						Task 10 -					
a. B & W Xerox (8-1/2 x 11)	60	\$0.09	2	\$18.00		a. B & W Xerox (8-1/2 x 11)	0	\$0.09	1	\$0.00	
b. B & W Xerox (11 x 17)	0	\$0.12	1	\$0.00		b. B & W Xerox (11 x 17)	0	\$0.12	1	\$0.00	
c. Color Xerox (8-1/2 x 11)	0	\$0.89	1	\$0.00		c. Color Xerox (8-1/2 x 11)	0	\$0.89	1	\$0.00	
d. Color Xerox (11 x 17)	0	\$1.50	1	\$0.00		d. Color Xerox (11 x 17)	0	\$1.50	1	\$0.00	
e. Meal	0	\$40.00	1	\$0.00		e. Meal	0	\$40.00	1	\$0.00	
f. Text/Graphics CDROM	0	\$2.50	1	\$0.00		f. Text/Graphics CDROM	0	\$2.50	1	\$0.00	
g. Reproducible Plot (24x36)	20	\$5.00	2	\$200.00		g. Reproducible Plot (24x36)	0	\$5.00	1	\$0.00	
h. Blue/Blackline Prints (24x36)	0	\$3.00	10	\$0.00		h. Blue/Blackline Prints (24x36)	0	\$3.00	1	\$0.00	
i. Regular Postal Delivery	0	\$10.00	1	\$0.00		i. Regular Postal Delivery	0	\$10.00	1	\$0.00	
j. FedEx Delivery	0	\$22.50	1	\$0.00		j. FedEx Delivery	0	\$22.50	1	\$0.00	
PHASE SUBTOTAL					\$211	PHASE SUBTOTAL					\$0
Task 3 - Design Development						MOD. #1 -					
a. B & W Xerox (8-1/2 x 11)	100	\$0.09	2	\$18.00		a. B & W Xerox (8-1/2 x 11)	0	\$0.09	1	\$0.00	
b. B & W Xerox (11 x 17)	50	\$0.12	2	\$12.00		b. B & W Xerox (11 x 17)	0	\$0.12	1	\$0.00	
c. Color Xerox (8-1/2 x 11)	0	\$0.89	1	\$0.00		c. Color Xerox (8-1/2 x 11)	0	\$0.89	1	\$0.00	
d. Color Xerox (11 x 17)	0	\$1.50	1	\$0.00		d. Color Xerox (11 x 17)	0	\$1.50	1	\$0.00	
e. Meal	0	\$40.00	1	\$0.00		e. Meal	0	\$40.00	1	\$0.00	
f. Text/Graphics CDROM	0	\$2.50	1	\$0.00		f. Text/Graphics CDROM	0	\$2.50	1	\$0.00	
g. Reproducible Plot (24x36)	40	\$5.00	2	\$400.00		g. Reproducible Plot (24x36)	0	\$5.00	1	\$0.00	
h. Blue/Blackline Prints (24x36)	0	\$3.00	30	\$0.00		h. Blue/Blackline Prints (24x36)	0	\$3.00	1	\$0.00	
i. Regular Postal Delivery	0	\$10.00	1	\$0.00		i. Regular Postal Delivery	0	\$10.00	1	\$0.00	
j. FedEx Delivery	0	\$22.50	1	\$0.00		j. FedEx Delivery	0	\$22.50	1	\$0.00	
PHASE SUBTOTAL					\$430	PHASE SUBTOTAL					\$0
Task 4 - Construction Documents						MOD. #2 -					
a. B & W Xerox (8-1/2 x 11)	120	\$0.09	2	\$21.60		a. B & W Xerox (8-1/2 x 11)	0	\$0.09	1	\$0.00	
b. B & W Xerox (11 x 17)	50	\$0.12	2	\$12.00		b. B & W Xerox (11 x 17)	0	\$0.12	1	\$0.00	
c. Color Xerox (8-1/2 x 11)	0	\$0.89	1	\$0.00		c. Color Xerox (8-1/2 x 11)	0	\$0.89	1	\$0.00	
d. Color Xerox (11 x 17)	0	\$1.50	1	\$0.00		d. Color Xerox (11 x 17)	0	\$1.50	1	\$0.00	
e. Meal	0	\$40.00	1	\$0.00		e. Meal	0	\$40.00	1	\$0.00	
f. Text/Graphics CDROM	0	\$2.50	1	\$0.00		f. Text/Graphics CDROM	0	\$2.50	1	\$0.00	
g. Reproducible Plot (24x36)	50	\$5.00	2	\$500.00		g. Reproducible Plot (24x36)	0	\$5.00	1	\$0.00	
h. Blue/Blackline Prints (24x36)	0	\$3.00	30	\$0.00		h. Blue/Blackline Prints (24x36)	0	\$3.00	1	\$0.00	
i. Regular Postal Delivery	0	\$10.00	1	\$0.00		i. Regular Postal Delivery	0	\$10.00	1	\$0.00	
j. FedEx Delivery	0	\$22.50	1	\$0.00		j. FedEx Delivery	0	\$22.50	1	\$0.00	
PHASE SUBTOTAL					\$534	PHASE SUBTOTAL					\$0

Castle Rock Town Hall - Addition
Castle Rock CO
 HB&A
 Fixed Fee

Detailed Task Breakdown

	Project Manager	Senior Planner	Planner	Senior Architect	Architect	Architect Tech.Staff	GIS Specialist	GIS Tech			
Task 1 - Development Plan											
Meetings (Pre app, LDTC, Neighborhood)	2			6		6					
Drawing Prep				24		40					
Coordination				16							
Task Hours SUBTOTAL	2	0	0	46	0	46	0	0	0	0	94
Task 2 - Schematic Design											
Mostly Complete											
Verify Drawings	2			8							
Coordinate with Consultants				16							
Finalize Schematic Design				32		48					
Outline Specification Coordination				4							
Task Hours SUBTOTAL	2	0	0	60	0	48	0	0	0	0	110
Task 3 - Design Development											
Drawings				40		80					
Coordination				24		16					
Meetings				8		8					
Specification Coordination				16							
Task Hours SUBTOTAL	0	0	0	88	0	104	0	0	0	0	192
Task 4 - Construction Documents											
Drawings				48		100					
Coordination				24		16					
Meetings				8		8					
Specification Coordination				16							
Task Hours SUBTOTAL	0	0	0	96	0	124	0	0	0	0	220
Task 5 - Permit and Bidding											
Code Study				16		24					
Building Department Coordination				16							
Addendums				16		16					
Task Hours SUBTOTAL	0	0	0	48	0	40	0	0	0	0	88
Man-hours Required (This Page)	4	0	0	338	0	362	0	0	0	0	704