

**DESIGN CONSULTANT AGREEMENT  
BETWEEN THE TOWN OF CASTLE ROCK  
AND BURNS & MCDONNELL  
ENGINEERING COMPANY, INC.**

**(PLUM CREEK WATER PURIFICATION FACILITY  
ADVANCED TREATMENT PROJECT)**

**December 5, 2017**

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**DESIGN CONSULTANT AGREEMENT  
BETWEEN THE TOWN OF CASTLE ROCK AND  
BURNS & MCDONNELL ENGINEERING COMPANY, INC.  
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This Agreement is made effective this \_\_\_th day of December, 2017, by and between the **Town of Castle Rock**, a Colorado home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado (“TOWN”) and **Burns & McDonnell Engineering Company, Inc.**, a Missouri corporation, 9785 Maroon Circle, Suite 400, Centennial, Colorado 80112 (“DESIGN CONSULTANT”).

**RECITALS:**

- A. The Town issued a Request for Proposal (RFP No. 2017-06) seeking qualified firms with expertise in designing advanced treatment processes.
- B. DESIGN CONSULTANT timely submitted its proposal.
- C. Town wishes to engage DESIGN CONSULTANT to provide the services described in this Agreement and Attachments.

**COVENANTS:**

**NOW, THEREFORE**, in consideration of these mutual promises, the parties agree and covenant as follows:

**ARTICLE I  
GENERAL**

**1.01** The project is the Plum Creek Water Purification Facility (“Project”).

**1.02** The TOWN’s representative is Walt Schwarz, Project Manager-CIP.

**1.03** The DESIGN CONSULTANT’S representative is Jason Schaefer, Department Manager – Water.

**1.04** Attachments incorporated into this Agreement are as follows and reference to “Agreement” shall include these Attachments:

*Attachment A:* DESIGN CONSULTANT’S Scope and Design Fee Proposal dated October 17, 2017.

*Attachment B:* DESIGN CONSULTANT’S Standard Hourly Billing Rates dated October 17, 2017.

*Attachment C:* DESIGN CONSULTANT’S Reimbursable Expenses dated October 17, 2017.

*Attachment D:* DESIGN CONSULTANT'S Staffing Matrices dated October 17, 2017.

*Attachment E:* Basis of Design Report \*

*Attachment F:* PCWPF Record Drawings \*

*Attachment G:* Geotechnical Information for PCWPF \*

*Attachment H:* Drainage Report for PCWPF Project \*

*Attachment I:* Draft Memorandum – Residuals Handling for the PCWPF \*

*Attachment J:* Designer Schedule dated October 17, 2017. \*

*Attachment K:* Response to Requests for Clarification dated October 13, 2017. \*

\*Available upon request

In the event of a conflict between the Attachments and the express provisions of this Agreement, the text of this Agreement shall control.

## ARTICLE II DEFINITIONS

**2.01** Unless the context expressly indicates to the contrary, the following words when capitalized in the text shall have the meanings indicated:

*30% Complete Design:* No 30% Design for Work Package 0. the schematic plans and specifications for the Project, including but not limited to site grading, buried utilities and structure foundation for Work Package 1 and mechanical, plumbing, process and electrical plans and may include civil and architectural and structural drawings (not included in Work Package 1) and convey the general layout of major water purification structures, critical interior piping, and equipment room locations for Work Package 2, more particularly described in **Attachment A**.

*60% Design:* No 60% Design for Work Package 1. For Work Package 2, the level of design will further develop the design and comments following the 30% Complete Design submittal and include drawings from all disciplines, more particularly described in **Attachment A**. 60% Design for Work Package 0 will be the initial submittal for the tank design.

*90% Design:* contains information necessary for the selected Contractor to prepare a Guaranteed Maximum Price and/or solicit subcontractor bids, more particularly described in **Attachment A**.

*Additional Services* are those Services performed by DESIGN CONSULTANT more specifically outlined in Article IV.

*Agreement:* this Design Consultant Agreement between the Town of Castle Rock and Burns & McDonnell Engineering Company, Inc., dated \_\_\_\_\_, 2017 as amended.

*Basic Services* are those Services performed by DESIGN CONSULTANT more specifically outlined in Article III.

*Construction Contract*: the contract for construction of the Project between the TOWN and Contractor.

*Construction Documents*: the approved plans and specifications for the construction of the Project.

*Contractor*: the general contractor selected by the TOWN for the construction of the Project.

*Services*: the DESIGN CONSULTANT'S services provided under this Agreement, and other services which are necessary to complete the Project in accordance with and reasonably inferable from this Agreement.

*Sub-consultants*: a person or entity who has an agreement with the DESIGN CONSULTANT to perform any portion of the Work. The term Sub-consultant does not include any separate consultants or contractors employed by the TOWN or any separate consultant or contractor's sub-consultant.

*Work*: labor and materials provided in the construction of the Project.

*Work Package 0*: 1 million gallon blended water storage tank

*Work Package 1*: the site grading, buried utility and concrete foundation work for the Project, and the greensand filter conversion to BAC.

*Work Package 2*: the balance of the Project.

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

**2.02** Any reference to a section or article number, without further description, shall mean such section or article in this Agreement.

### **ARTICLE III DESIGN CONSULTANT'S RESPONSIBILITIES**

**3.01** DESIGN CONSULTANT shall be responsible for the design and engineering of the Project based upon the Town's Basis of Design Report, in accordance with **Attachment A**. The standard of care applicable to DESIGN CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. DESIGN CONSULTANT will re-perform any Services not meeting this standard without additional compensation. The DESIGN CONSULTANT shall provide the Town with Construction Documents which are complete and coordinated both internally and with the DESIGN CONSULTANT's Sub-consultants for Work Packages 0, 1 and 2.

**3.02** DESIGN CONSULTANT affirms it has the requisite experience and sufficient personnel to perform the Services, those employees of the DESIGN CONSULTANT are adequately



**3.02** DESIGN CONSULTANT affirms it has the requisite experience and sufficient personnel to perform the Services, those employees of the DESIGN CONSULTANT are adequately trained and supervised and that each Sub-consultant it uses on the Project shall have the requisite expertise and personnel to perform the Services.

**3.03** The DESIGN CONSULTANT shall coordinate its Services with those services independently provided by the TOWN and the TOWN's consultants, as directed by Town. The DESIGN CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the TOWN and the TOWN's consultants. The DESIGN CONSULTANT shall provide prompt written notice to the TOWN if the DESIGN CONSULTANT becomes aware of any error, omission or inconsistency in such services or information.

**3.04** The DESIGN CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on Basis of Design Report in developing a design for the Project that is consistent with the TOWN's schedule and budget for the Project.

**3.05** The TOWN, with the DESIGN CONSULTANT's assistance, will select a qualified Contractor to assist in the pre-construction phase related but not limited to: cost, schedule, and value analysis and constructability issues. The TOWN will rely on the professional expertise of the DESIGN CONSULTANT and Contractor to plan the Project within the TOWN's stated goals related to scope, quality, budget and schedule. Therefore the DESIGN CONSULTANT and Contractor must work proactively during the pre-construction phase to assist in achieving the TOWN's goals of the Project including but not limited to cost, schedule and quality.

**3.06** DESIGN CONSULTANT shall complete the Services in accordance with the timeframes established in Attachment J, subject to such delays that are beyond the control of the DESIGN CONTRACTOR.

**3.07** The DESIGN CONSULTANT shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the DESIGN CONSULTANT shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The DESIGN CONSULTANT shall produce a design for the Project that complies with all applicable laws, codes, regulations and other requirements imposed by governmental authorities having jurisdiction over the Project.

**3.08** The DESIGN CONSULTANT shall assist the TOWN in connection with the TOWN's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**3.09** During the schematic design (30% Complete Design), the DESIGN CONSULTANT shall be responsible for obtaining utility information required and presenting recommendations/studies to the TOWN for review, comment and approval.

**3.10** Upon approval of the 30% Complete Design, the TOWN will add a Contractor to the team through a competitive RFQ/RFP selection process utilizing a Guaranteed Maximum Price Construction Management (GMPCM) delivery method.

**3.11** Through the Contractor selection process, a detailed estimate of the Project cost will be required from the Contractor based on the 30% Complete Design.

**3.12** Working with the TOWN, the DESIGN CONSULTANT and the Contractor will reconcile differences between the TOWN's budget and the Contractor's Project cost estimate based



on the 30% Complete Design Documents. In the event that this reconciliation is not within the TOWN's budget, the DESIGN CONSULTANT and Contractor will work together to revise the Project design and bring the design within the TOWN's budget. The approved reconciled cost estimate will become the Initial Guaranteed Maximum Price (IGMP) for the Project.

**3.13** If revisions to the 30% Complete Design are required to comply with the TOWN's budget for the Project at the conclusion of the 30% Complete Design phase, the DESIGN CONSULTANT shall make the necessary revisions to the 30% Complete Design Documents prior to commencing work on the 60% Design phase.

**3.14** Based on the 30% Complete Design documents, and on the TOWN's authorization of any adjustments in the Project requirements, the DESIGN CONSULTANT shall prepare 60% Design documents for Work Package 0 and 2 for TOWN's approval in accordance with the requirements Article VI.

**3.15** The 60% Design shall illustrate and describe the development of the approved 30% Complete Design documents for Work Package 2 and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of structures and systems to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical and electrical systems, and such other elements as may be appropriate. The 60% Design shall outline specifications and quality levels for major materials and systems.

**3.16** Cost estimates will be made by the Contractor (under separate agreement) from the 60% Design documents to ensure that the Project does not exceed the TOWN's budget, including adequate contingency reserve. The DESIGN CONSULTANT shall cooperate with the Contractor as the Contractor prepares cost/systems studies periodically throughout the design and provide updates through ongoing variance reports. The drawings shall incorporate general narratives of the design intent to enable cost estimation of details which may not yet be fully incorporated into the drawings at the time of the estimates.

**3.17** The 60% Design phase will not be complete until the TOWN approves, in writing, the 60% Design along with the Contractor's schedule and cost estimate for Work Package 0 and 2. Work shall not commence with the next design phase until the current design phase is within the TOWN's budget. In the event Contractor's cost estimate for Work Package 0 and 2 is not within the TOWN's budget, the DESIGN CONSULTANT and Contractor will work together to revise the Project design and bring the design within the TOWN's budget. Modification of the drawings and specifications to keep the Project aligned with the TOWN's budget will be made by DESIGN CONSULTANT for Work Package 2, if required. These adjustments shall be considered Additional Services and the DESIGN CONSULTANT shall be compensated in accordance with Article IV.

**3.18** Based on the TOWN's approval of the 60% Design, and on the TOWN's authorization of any adjustments in the Project requirements and the estimate for the cost of the Project, the DESIGN CONSULTANT shall prepare Construction Documents for each Work Package for TOWN approval and submittal for all appropriate permits. The Construction Documents shall illustrate and describe the further development of the approved 60% Design and shall consist of drawings and specifications for each Work Package.

**3.19** The 90% Design documents for Work Packages 0, 1 and 2 shall be prepared in a manner that provides the TOWN with the documentation necessary for the Contractor to develop a detailed Final Guaranteed Maximum Price (FGMP) with the minimal number of allowances. The DESIGN CONSULTANT shall cooperate with the Contractor who shall provide a cost estimate at the 90% Design documents phase and provide input back to the DESIGN CONSULTANT for incorporation into the 90% Design documents prior to them being issued for permit.



**3.20** While the 90% Design documents are being reviewed, Town shall require the Contractor to competitively bid each Work Package and prepare the Final Guaranteed Maximum Price (FGMP) and detailed construction schedule for the TOWN's written approval. In the event that the FGMP is not within the TOWN's budget, the DESIGN CONSULTANT and the Contractor will work together to bring the Project within the TOWN's budget, schedule and quality expectations.

**3.21** All modifications to the design documents, including drawings and specifications, issued after the 90% Design documents shall be "clouded" and tracked per revision for all changes, modifications and additions. This revised set of documents shall be referred to as the 100% Complete Construction Documents.

**3.22** The DESIGN CONSULTANT shall have authority to act on behalf of the TOWN only to the extent provided in this Agreement. The DESIGN CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, nor shall the DESIGN CONSULTANT be responsible for the Contractor's failure to construct the Project in accordance with the requirements of the Construction Documents.

**3.23.** The DESIGN CONSULTANT shall be responsible for the DESIGN CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing work on the Project.

**3.24** The DESIGN CONSULTANT shall review and respond to Requests for Information ("RFI") about the Construction Documents. The DESIGN CONSULTANT shall set forth in the Construction Documents the requirements for RFI's. RFI's shall include, at a minimum, a detailed written statement that indicates the specific drawings or specifications in need of clarification, if known, and the nature of the clarification requested. The DESIGN CONSULTANT's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the DESIGN CONSULTANT shall prepare and issue supplemental drawings and specifications in response to requests for information.

**3.25** DESIGN CONSULTANT shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by DESIGN CONSULTANT and incorporated in the Work. DESIGN CONSULTANT shall defend, indemnify and hold TOWN harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

**3.26** Once the TOWN has compensated the DESIGN CONSULTANT for all or a portion of the Services, the TOWN shall have title to all copyright and intellectual property materials and other property rights, in and to all phased and final designs, plans, and specifications, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, draft specifications, contract documents, studies, reports, notes and any other materials or work products, whether in electronic or hard copy format, created by the DESIGN CONSULTANT pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. Nothing contained in this paragraph shall be construed as limiting or depriving Design Consultant of its rights to use its basic knowledge and skills or standard designs, drawings, or other work product, to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. Notwithstanding anything herein to the contrary, Design Consultant retains all rights to its intellectual property associated with Design Consultant's Documents developed prior to the date hereof and/or unrelated to the Project. DESIGN CONSULTANT further warrants that it will ensure



that all agreements with Sub-consultants shall contain language incorporating the same provisions for intellectual property materials and other property rights. DESIGN CONSULTANT and its Sub-consultants shall be entitled to retain copies of all Documents and other information generated or obtained in the course of providing Services for their business records.

**3.27** Any unilateral use of the Documents by the TOWN without the DESIGN CONSULTANT's involvement, for completing, using, maintaining, adding to or altering the Project or facilities shall be at the TOWN's sole risk and without liability to the DESIGN CONSULTANT and the DESIGN CONSULTANT's Sub-consultants; provided however, that if the TOWN's unilateral use occurs for completing, using or maintaining the Project as a result of the DESIGN CONSULTANT's breach of this Agreement, nothing in this Article shall be deemed to relieve the DESIGN CONSULTANT of liability for its own negligent acts or omissions in the creation of any Documents that are complete, or for breach of this Agreement.

## ARTICLE IV ADDITIONAL SERVICES

**4.01** Additional Services may be required for the Project in accordance with this Article IV. Regardless of any other provision in this Agreement, no "Additional Services" will be performed without prior written authorization from the TOWN. DESIGN CONSULTANT will not be entitled to make a claim for Additional Services to the extent such services are necessitated by errors or omissions by the DESIGN CONSULTANT. DESIGN CONSULTANT agrees that written notice to TOWN of the circumstances giving rise to Additional Services shall be provided in reasonable promptness (no longer than fourteen (14) days) of the circumstances and shall be a condition precedent to payment for Additional Services.

**4.02** Intentionally Deleted.

**4.03** Intentionally Deleted.

**4.04** If the Services covered by this Agreement have not been completed within four (4) months of the projected completion of the Basic Services, as described in **Attachment J**, through no fault of DESIGN CONSULTANT, extension of the DESIGN CONSULTANT's Services beyond that time shall be compensated as Additional Services.

## ARTICLE V TOWN RESPONSIBILITIES

**5.01** Unless otherwise provided for under this Agreement, the TOWN shall provide complete information in a timely manner regarding requirements for and limitations on the Project, including the written Basis of Design along with information which shall set forth the TOWN's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the DESIGN CONSULTANT, the TOWN shall furnish the requested information as necessary and relevant for the DESIGN CONSULTANT to evaluate, give notice of or enforce lien rights.

**5.02** The TOWN shall provide:

A. All previously completed information describing the physical characteristics of the Project site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.

B. All legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the TOWN's needs and interests.

C. Unless otherwise stated in this Agreement, necessary approvals, site plan review, rezoning, easements and assessments, necessary permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.

**5.03** TOWN shall notify DESIGN CONSULTANT of any significant increase or decrease in the budget for the Project that may affect the Project's scope and quality.



**5.04** TOWN has appropriated the sufficient funds to meet its financial obligation to DESIGN CONSULTANT under this Agreement.

**5.05** The TOWN shall provide the DESIGN CONSULTANT access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the DESIGN CONSULTANT access to the Work wherever it is in preparation or progress.

**5.06** If TOWN becomes aware of any error, omission or failure to meet the requirements of the Construction Documents or any fault or defect in the Work, TOWN shall give prompt written notice to DESIGN CONSULTANT.

## **ARTICLE VI SUB-CONSULTANTS**

**6.01** TOWN has accepted the qualification of those Sub-consultants listed on Attachment A. DESIGN CONSULTANT shall not retain or substitute any Sub-consultant for which the TOWN has a reasonable and timely objection. DESIGN CONSULTANT shall not be required to retain any Sub-consultant to whom DESIGN CONSULTANT has a reasonable objection.

**6.02** DESIGN CONSULTANT shall be responsible for the management of the Sub-consultants in the performance of their work.

**6.03** DESIGN CONSULTANT shall provide for assignment of Sub-consultant agreements in the event that TOWN terminates this Agreement as provided in Article IX. Following such termination, TOWN shall notify in writing those Sub-consultants whose assignments will be accepted, subject to the rights of sureties, if any.

**6.04** The DESIGN CONSULTANT shall execute a written agreement with each of its Sub-consultants. Each Sub-consultant shall agree to maintain a professional liability (negligent errors and omissions) policy of insurance and workman's compensation insurance as required by statute. The Sub-consultants shall perform the services as indicated, and no other or additional consultants shall be used to perform any of said services unless the TOWN specifically authorizes the use of such other or additional consultants. DESIGN CONSULTANT shall indemnify and hold TOWN harmless from all liens and other encumbrances against the TOWN's property or facilities on account of debts or claims alleged to be due from DESIGN CONSULTANT or its Sub-consultant, shall manage and obtain required lien waivers and related documentation, and shall defend at its own expense any claim or litigation in connection therewith.

**6.05** The DESIGN CONSULTANT agrees to promptly pay any and all sums due and owing to the Sub-consultants for their work in connection with the Project, when payment is made by the TOWN, subject to the terms and conditions of the DESIGN CONSULTANT's Agreements with its Sub-consultants. The DESIGN CONSULTANT shall indemnify, and hold the TOWN and its consultants harmless from any and all claims, including but not limited to mechanic's liens, filed or asserted by or on behalf of any of the Sub-consultants, with respect to nonpayment of fees. At the TOWN's request, the DESIGN CONSULTANT will provide documentation of payments by the DESIGN CONSULTANT to Sub-consultants.

## **ARTICLE VII COMPENSATION**



**7.01** Except for Additional Services authorized by the TOWN pursuant to Article IV, the total compensation payable to DESIGN CONSULTANT under this Agreement, inclusive of all fees, costs and expenses incurred by DESIGN CONSULTANT is a fixed sum of one million four hundred fifty-five thousand three hundred twenty dollars \$1,455,320 ("Fee"). The Fee includes management of all Sub-Consultants.

**7.02** Monthly progress payments of the Fee shall be based upon actual percentage of completion of Services for each billing period broken down by discipline and phase of Service. DESIGN CONSULTANT shall provide TOWN monthly invoices for Services. With each invoice, DESIGN CONSULTANT will submit a breakdown indicating the actual percentage of completion for each discipline and phase of service identified in **Attachment A**, and calculate the Project total percent complete.

**7.03** If the DESIGN CONSULTANT performs any Services prior to written authorization, those Services shall be at the sole risk of the DESIGN CONSULTANT.

**7.04** For Additional Services the TOWN shall compensate the DESIGN CONSULTANT per the rates established in **Attachment B**. DESIGN CONSULTANT will not charge mark-ups or burdens on any Additional Services for Sub-consultants assigned to their contract.

**7.05** The billable rates established within **Attachment B** will remain fixed for the duration of the Project.

**7.06** Payments of the Fee are due and payable thirty (30) days from the date of upon presentation of the DESIGN CONSULTANT's approved invoice. If the TOWN wishes to dispute any payments to the DESIGN CONSULTANT, TOWN shall advise the DESIGN CONSULTANT within fourteen (14) calendar days of his receipt of the invoice, and shall identify the specific item(s) and dollar amounts under dispute. Payment of the balance of the invoice shall be due as described above.

**7.07** If any undisputed payment is more than thirty (30) days late, DESIGN CONSULTANT shall (i) provide notice of late payment to Town, and (ii) if the relevant payment is not made within thirty (30) days of receipt of such late notice, DESIGN CONSULTANT shall have the option to suspend its provision of Services. A finance charge equal to the statutory interest rate on judgments shall be assessed on the due, but unpaid amount for each day of the month that any undisputed amount remains unpaid beyond thirty (30) days after the date the invoice is received by the Town.

## **ARTICLE VIII INDEMNITY, INSURANCE**

**8.01** To the fullest extent permitted by law, DESIGN CONSULTANT shall defend, indemnify and hold TOWN and its consultants harmless from all claims for bodily injury and property damage (other than to the Work itself), including resulting loss of use that may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions by DESIGN CONSULTANT, Sub-consultants or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. DESIGN CONSULTANT shall not be required to defend, indemnify or hold harmless TOWN for any acts, omissions or negligence of TOWN, TOWN's employees, agents or separate contractors.

**8.02** The indemnity obligations of DESIGN CONSULTANT under this paragraph shall not extend to the liability of engineers, designers or architects retained by TOWN who furnished services for the Project.



**8.03** DESIGN CONSULTANT shall procure and maintain, and shall use commercially reasonable efforts to require each Subconsultant to procure and maintain a policy with the insurance coverages listed below. Such coverages shall be procured and maintained with forms able to meet the insurance requirements included herein. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates shall be prior to the date of Services of DESIGN CONSULTANT and extended for reporting periods shall be two (2) years after Services are completed.

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 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. Commercial General Liability insurance with combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) 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. Business Automobile Liability Insurance with combined single limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each accident with respect to each of DESIGN 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 limits of ONE MILLION DOLLARS (\$1,000,000) each 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 include the TOWN, its officers and employees, as additional insured. Every policy required above, except Workers' Compensation, Employer's Liability 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 DESIGN CONSULTANT. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The DESIGN CONSULTANT shall be responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by DESIGN CONSULTANT's insurance agent as evidence that policies providing the required coverage, conditions and 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 or terminated 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.



D. Failure on the part of DESIGN CONSULTANT to procure or maintain policies providing the required coverage, conditions, and limits shall constitute a material breach of contract upon which the 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 DESIGN CONSULTANT to the TOWN upon demand, or the TOWN may offset the cost of the premiums against any monies due to DESIGN CONSULTANT from the TOWN. The Town reserves the right to inspect any of the above-referenced policies, with confidential information redacted.

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 seq.*, C.R.S., as from time to time amended, or otherwise available to TOWN, its officers, or its employees.

F. The TOWN waives all rights against DESIGN CONSULTANT and its officers, directors, agents, or employees for damage to the Project site and the Work (including Work Packages 0, 1 and 2) covered by property insurance and/or builder's risk insurance during and after the completion of DESIGN CONSULTANT'S Services. A provision similar to this shall be incorporated into all construction contracts entered into by the TOWN for work related to the Services, and all the TOWN's construction contractors shall be required to provide waivers of subrogation in favor of the TOWN's and DESIGN CONSULTANT for damage or liability covered by any of the TOWN's contractor's policies of insurance and DESIGN CONSULTANT shall be added as an additional insured on those policies of insurance, in the same manner, and to the same extent as the TOWN.

## **ARTICLE IX DEFAULT AND TERMINATION**

**9.01** TOWN may terminate this Agreement and the provision of Services by DESIGN CONSULTANT at TOWN's sole discretion. Such termination without cause shall be effective 30 days after written notice from TOWN. In the event of such termination, TOWN shall pay DESIGN CONSULTANT for all Services rendered on a pro rata basis, through the date of termination, and DESIGN CONSULTANT shall furnish TOWN with all work product produced by DESIGN CONSULTANT through the date of termination.

**9.02** In the event of an uncured default by DESIGN CONSULTANT, as provided in 9.03, TOWN may terminate this Agreement and DESIGN CONSULTANT'S Services and/or pursue any and all of its legal remedies.

**9.03** 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.

## **ARTICLE X MISCELLANEOUS PROVISIONS**

**10.01** 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.

**10.02 Assignment.** This Agreement shall not be assigned by DESIGN CONSULTANT without the written consent of the Town.

**10.03. 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.

**10.04 Prohibition against Employing Illegal Aliens.** DESIGN CONSULTANT shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. DESIGN CONSULTANT shall not enter into a contract with a sub-consultant that fails to certify to the DESIGN CONSULTANT that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

DESIGN 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. DESIGN 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 DESIGN CONSULTANT obtains actual knowledge that a Sub-consultant performing work under this Agreement for services knowingly employs or contracts with an illegal alien, DESIGN CONSULTANT shall:

A. Notify the Sub-consultant and the Town within three days that the DESIGN CONSULTANT has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

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

DESIGN 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 DESIGN 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 DESIGN CONSULTANT shall be liable for actual and consequential damages to the TOWN.



**10.05 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.

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

**10.07 Audit.** The TOWN of Castle Rock shall have access to and the right to examine any directly pertinent books, documents, checks, papers and records of the DESIGN CONSULTANT and their Consultants involving transactions related to the Agreement for a period of three (3) years from the date of Project completion.

**10.08** Except with the TOWN's knowledge and consent, the DESIGN CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that may reasonably appear to compromise the DESIGN CONSULTANT's professional judgment with respect to this Project.

**10.09 Confidentiality.** During performance of the work, DESIGN CONSULTANT may be exposed to, or otherwise obtain, information regarding the TOWN's plans, security systems, operations, properties, finances, practices, methods and personnel. This information is the confidential and proprietary property of the TOWN and the same shall be kept confidential by DESIGN CONSULTANT who shall not disclose the same to any third person directly or indirectly except upon the prior written consent of the TOWN. The DESIGN CONSULTANT may share such information with its employees or consultants who need to know the content of such information in order to perform services solely and exclusively for the Project but the DESIGN CONSULTANT shall ensure that it has similar confidentiality provisions in its consultant agreements to maintain the confidentiality of information specifically designated as confidential by the TOWN.

**10.10** If the DESIGN CONSULTANT is otherwise requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process from a governmental authority, agency or tribunal) to disclose any confidential information, the DESIGN CONSULTANT shall promptly notify the TOWN of such request so that TOWN may authorize the release of such information, or the TOWN may seek a protective order or other appropriate remedy.

**10.11** The DESIGN CONSULTANT agrees that it will not use the name of the TOWN or a description of the work performed under this Agreement in any press release, advertising or other printed publicity material without prior written permission of the TOWN.

**10.12 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.

**10.13 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.

**10.14 Governing Law.** This Agreement shall be governed by the laws of the State of Colorado.

**10.15** Independent Contractor. DESIGN CONSULTANT and TOWN hereby represent that DESIGN CONSULTANT is an independent contractor for all purposes hereunder. As such, DESIGN 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. DESIGN CONSULTANT shall not create any indebtedness on behalf of the TOWN.

**10.16** 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 DESIGN 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.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -



**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jennifer Green, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

**STATE OF COLORADO**            )  
  ) **ss.**  
**COUNTY OF DOUGLAS**         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Lisa Anderson as Town Clerk and Jennifer Green as Mayor of the Town of Castle Rock, Colorado.

Witness my official hand and seal.  
My commission expires: \_\_\_\_\_

( S E A L )

\_\_\_\_\_  
Notary Public

**DESIGN CONSULTANT:**

**BURNS & MCDONNELL ENGINEERING COMPANY, INC.,**  
a Missouri corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF** )  
 ) **ss.**  
**COUNTY OF** )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2017, by \_\_\_\_\_ as \_\_\_\_\_ for Burns & McDonnell  
Engineering Company, Inc., a Missouri corporation.

Witness my official hand and seal.  
My commission expires: \_\_\_\_\_

( S E A L )

\_\_\_\_\_  
Notary Public

## **FEE PROPOSAL**

We have prepared a complete and comprehensive fee for the project and are prepared to complete the project for this fee based on the scope defined in the RFP. We also developed fee proposals for two additional scope items for the Town's consideration. The following attachments are included herein:

- Attachment A- Fee Proposal Summary
- Attachment A – Fee Proposal Summary (Alternate Work Item)
- Attachment B- Billable Rates
- Attachment C- Reimbursable Expenses
- Attachment C – Reimbursable Expenses (Alternate Work Item)
- Attachment D- Staffing Matrices

## **SOLIDS HANDLING ALTERNATE**

We made assumptions concerning the solids handling item, as the scope of this alternate can range from simple desktop analyses to highly involved pilot testing on-site. Our proposal assumes that this item generally involves an initial technology screening workshop, supplier benchtop studies, technology selection, and detailed design. In addition, there are some efficiencies that can be gained by completing the additional work concurrently with the main project, especially if the new systems are housed in a common facility with the other upgrades. We will be able to better define the extra work costs if the work items are included and the scope is further defined.

## **WORK PACKAGE 0**

Our base fee is based on completing the tank construction as described in the RFP, with Work Package 1. Our team believes that there is a schedule benefit to constructing this item earlier. This work package 0 scope would add \$26,878 to our fee, primarily due to preparing separate submittals and managing an additional submittal to CDPHE.

## **ADDITIONAL FRONT-END PLANNING**

As requested in the RFP, our fee is based on designing the processes that are listed in the basis of design report without a significant change to the process flow diagram. We have included adequate time to confirm the basis of design and develop design criteria for these processes. Our proposal notes that there are benefits to revisiting the unit processes to reduce capital and O&M costs for the Town. While the RFP notes that alternate processes can be suggested in proposals, we feel that we cannot make appropriate recommendations to the Town without staff input and more in-depth discussions with the state. If the Town desires a more detailed review and coordination with staff and CDPHE to modify the selected processes, define treatment goals, and review removal credits for the improvements, we can include an additional \$57,824 to our fee for these services. We believe this could save the Town millions of dollars.







Town of Castle Rock  
 PCWPF Advanced Treatment Project  
 Manhour Estimate

Activity	Project Director	Project Manager/ Engineer	Process Engineers	Structural/ Architectural Engineer	Electrical/ SCADA Engineer	Mechanical Engineer	Civil Engineer	QC	CADD	Total Labor
	PD Hours	PM Hours	PE Hours	SE Hours	EE Hours	ME Hours	CE Hours	QC Hours	CADD Hours	Hours
<b>Project Meetings</b>										
Project Kickoff Meeting	2	4	8							14
30% Weekly Design Meetings	2	110	110	24	24	8	8			286
60% Bi-Weekly Design Meetings	1	64	64	12	12	4	4			161
90% Bi-Weekly Design Meetings	1	64	64	12	12	4	4			161
<b>30% Design</b>										
Operator Questionnaire		4	8	2	2					16
BDR Design Criteria Review		8	24							32
Operator Workshop with ToCR Staff		8	16							24
Finalize PFD		4	8					2		14
Finalize Raw Water Hydraulics		4	16					4		24
Identify Long-Lead Items for Early Procurement		2	2							4
Unit Process Sizing		16	40					16		72
Develop 30% Design Drawings		40	200	180	40	8	80	24	80	652
Prepare Initial Cost Model		8	24	8	4	4	8	2		58
Update Geotechnical Report		4		4						8
Update Hydraulic Profile		4	24					4		32
30% Review Workshop	2	8	12							22
<b>GMP/GC Selection</b>										
Evaluate Proposals	2	16	8							26
Attend Interviews		16	16							32
Provide Selection Recommendation	2	2	2							6
<b>Pilot Plant</b>										
Prepare Procurement Documents for the Town		4	8							12
Design Process & Electrical Connections to Existing Plant		8	4							12
Pilot Installation & Startup		20	20							40
Data Collection			96							96
Data Analysis			40							40
Report Development		8	40					4		52
<b>Final Design</b>										
<b>Work Package 1</b>										
60% WP1 Design Development & Assist with Cost Update	2	80	80	150	80		80	24	80	576
60% WP1 Design Review Workshop		16	16							32
WP1 GMP Development		8	8	8						24
90% Design Development	2	80	80	160	80		80	24	80	586
90% WP1 Design Review Workshop		16	16							32
Prepare WP1 Permit Review Documents			16							16
<b>Work Package 2</b>										
Develop 60% WP2 Design Documents	2	80	300	220	300	180	80	24	120	1306
60% WP2 Design Review Workshop		8	16							24
WP2 GMP Development		8	8							16
Develop 90% Design Documents	2	80	300	220	300	180	80	24	120	1306
90% WP2 Design Review Workshop		8	16							24
Prepare WP2 Permit Review Documents		16	40							56
<b>CDPHE Permitting</b>										
Submit Preliminary Design Documents to CDPHE		4	16							20
Amend CDPHE Documents to Include WP1 Design (and WP1		4	16							20
Submit WP2 Documents to CDPHE (and WP2 comments)		4	16							20
<b>Total Hours</b>	<b>20</b>	<b>838</b>	<b>1798</b>	<b>1000</b>	<b>854</b>	<b>388</b>	<b>424</b>	<b>152</b>	<b>480</b>	<b>5954</b>

ATTACHMENT A

PLUM CREEK WATER PURIFICATION FACILITY ADVANCED TREATMENT PROJECT  
FEE PROPOSAL SUMMARY  
10/17/2017

**WORK PACKAGE #1 - 1 MG blended water storage tank, Greensand filter conversion to BAC, Site and Foundation work**

ITEM NO.	DESIGN DISCIPLINE	CONSULTANT NAME	30% DESIGN DOCUMENTS	60% DESIGN DOCUMENTS	90% DESIGN DOCUMENTS	FINAL DESIGN DOCUMENTS	CONTRACTOR SELECTION	CONSTRUCTION RELATED SUPPORT	TOTAL
1	Civil Design	Burns & McDonnell	\$ 3,888	\$ 13,122	\$ 13,122	\$ -	\$ -	\$ -	\$ 30,132
2	Architectural Design	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Mechanical & Plumbing Design	Burns & McDonnell	\$ 955	\$ 191	\$ 191	\$ -	\$ -	\$ -	\$ 1,337
4	Structural Design	Burns & McDonnell	\$ 9,933	\$ 29,342	\$ 29,707	\$ -	\$ -	\$ -	\$ 68,982
5	Electrical Design	Burns & McDonnell	\$ 2,756	\$ 13,073	\$ 13,073	\$ -	\$ -	\$ -	\$ 28,901
6	Geotechnical	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Process Design	Burns & McDonnell	\$ 36,021	\$ 48,067	\$ 48,607	\$ 2,832	\$ 13,020	\$ -	\$ 148,547
8	Survey	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Tech/ACAD	Burns & McDonnell	\$ 3,540	\$ 14,160	\$ 14,160	\$ -	\$ -	\$ -	\$ 31,860
10	QA/QC	Burns & McDonnell	\$ 3,055	\$ 5,640	\$ 5,640	\$ -	\$ -	\$ -	\$ 14,335
11	Other	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Other	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	<b>SUBTOTAL DESIGN</b>		<b>\$ 60,148</b>	<b>\$ 123,595</b>	<b>\$ 124,499</b>	<b>\$ 2,832</b>	<b>\$ 13,020</b>	<b>\$ -</b>	<b>\$ 324,093</b>
14	Reimbursable Expenses	Detail included in Attachment "C"	\$ 577	\$ 577	\$ 577	\$ 577	\$ 577	\$ -	\$ 2,885
15	<b>TOTAL DESIGN COSTS</b>		<b>\$ 60,725</b>	<b>\$ 124,172</b>	<b>\$ 125,076</b>	<b>\$ 3,409</b>	<b>\$ 13,597</b>	<b>\$ -</b>	<b>\$ 326,978</b>

**WORK PACKAGE #2 - Remainder of Project**

ITEM NO.	DESIGN DISCIPLINE	CONSULTANT NAME	30% DESIGN DOCUMENTS	60% DESIGN DOCUMENTS	90% DESIGN DOCUMENTS	FINAL DESIGN DOCUMENTS	CONTRACTOR SELECTION	CONSTRUCTION RELATED SUPPORT	TOTAL
1	Civil Design	Burns & McDonnell	\$ 11,664	\$ 13,446	\$ 13,446	\$ -	\$ -	\$ -	\$ 38,556
2	Architectural Design	Burns & McDonnell	\$ 9,933	\$ 13,912	\$ 13,912	\$ -	\$ -	\$ -	\$ 37,756
3	Mechanical & Plumbing Design	Burns & McDonnell	\$ 2,865	\$ 34,953	\$ 34,953	\$ -	\$ -	\$ -	\$ 72,771
4	Structural Design	Burns & McDonnell	\$ 19,865	\$ 27,824	\$ 27,824	\$ -	\$ -	\$ -	\$ 75,512
5	Electrical Design	Burns & McDonnell	\$ 8,269	\$ 48,668	\$ 48,668	\$ -	\$ -	\$ -	\$ 105,604
6	Geotechnical	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Process Design	Burns & McDonnell	\$ 105,285	\$ 143,624	\$ 110,057	\$ 10,584	\$ -	\$ -	\$ 369,550
8	Survey	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Tech/ACAD	Burns & McDonnell	\$ 10,620	\$ 21,240	\$ 21,240	\$ -	\$ -	\$ -	\$ 53,100
10	QA/QC	Burns & McDonnell	\$ 9,165	\$ 6,580	\$ 17,108	\$ -	\$ -	\$ -	\$ 32,853
11	Other	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Other	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	<b>SUBTOTAL DESIGN</b>		<b>\$ 177,666</b>	<b>\$ 310,246</b>	<b>\$ 287,207</b>	<b>\$ 10,584</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 785,702</b>
14	Reimbursable Expenses	Detail included in Attachment "C"	\$ 1,454	\$ 1,454	\$ 1,454	\$ 1,454	\$ -	\$ -	\$ 5,816
15	<b>TOTAL DESIGN COSTS</b>		<b>\$ 179,120</b>	<b>\$ 311,700</b>	<b>\$ 288,661</b>	<b>\$ 12,038</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 791,519</b>

Survey and Geotechnical Services per the RFP (not included above)	\$ 2,000
Tank Design Subconsultant Fee	\$ 53,000
Design Consultant's Mark-up on Subconsultants included above:	0%

**NOTES:**

1	The Owner is looking for a complete design, therefore include additional consultants that you require for this project
2	Identify Design Contractor's mark-up on their subconsultants above. The Design Consultant is responsible for providing fully coordinated design documents
3	Provide a specific separate budget for reimbursable expenses (as Attachment "C").
4	Within Contractor Selection category, include time required to assist the Owner in selecting a contractor through a GMP/CM format. Also allow time for assisting with the selection of major subcontractors. It is expected there will be only one Contractor.
5	This design fee shall be all inclusive as determined to provide complete design services resulting in a GMP within the Owner's Budget.
6	Include any Project Initiation and Progress tasks, and all required Permitting efforts within the categories identified above

ATTACHMENT A

**PLUM CREEK WATER PURIFICATION FACILITY ADVANCED TREATMENT PROJECT  
FEE PROPOSAL SUMMARY  
10/17/2017**

**PROPOSAL ALTERNATE WORK ITEM - Onsite Solids Handling Facilities**

ITEM NO.	DESIGN DISCIPLINE	CONSULTANT NAME	30% DESIGN DOCUMENTS	60% DESIGN DOCUMENTS	90% DESIGN DOCUMENTS	FINAL DESIGN DOCUMENTS	CONTRACTOR SELECTION	CONSTRUCTION RELATED SUPPORT	TOTAL
1	Civil Design	Burns & McDonnell	\$ 2,592	\$ 2,592	\$ 2,592	\$ -	\$ -	\$ -	\$ 7,776
2	Architectural Design	Burns & McDonnell	\$ 4,860	\$ 4,860	\$ 4,860	\$ -	\$ -	\$ -	\$ 14,580
3	Mechanical & Plumbing Design	Burns & McDonnell	\$ 3,056	\$ 3,056	\$ 3,056	\$ -	\$ -	\$ -	\$ 9,168
4	Structural Design	Burns & McDonnell	\$ 9,720	\$ 9,720	\$ 9,720	\$ -	\$ -	\$ -	\$ 29,160
5	Electrical Design	Burns & McDonnell	\$ 6,300	\$ 6,300	\$ 6,300	\$ -	\$ -	\$ -	\$ 18,900
6	Geotechnical	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Process Design	Burns & McDonnell	\$ 28,600	\$ 19,416	\$ 19,416	\$ -	\$ -	\$ -	\$ 67,432
8	Survey	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Tech/ACAD	Burns & McDonnell	\$ 14,160	\$ 14,160	\$ 14,160	\$ -	\$ -	\$ -	\$ 42,480
10	QA/QC	Burns & McDonnell	\$ -	\$ -	\$ 6,443	\$ -	\$ -	\$ -	\$ 6,443
11	Other	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Other	Burns & McDonnell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	<b>SUBTOTAL DESIGN</b>		<b>\$ 69,288</b>	<b>\$ 60,104</b>	<b>\$ 66,547</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 195,939</b>
14	Reimbursable Expenses	Detail included in Attachment "C"	\$ 394	\$ 394	\$ 394	\$ -	\$ -	\$ -	\$ 1,183
15	<b>TOTAL DESIGN COSTS</b>		<b>\$ 69,682</b>	<b>\$ 60,498</b>	<b>\$ 66,941</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 197,121</b>

Survey and Geotechnical Services per the RFP (not included above)	\$ -
Design Consultant's Mark-up on Subconsultants included above:	0%

**NOTES:**

1	The Owner is looking for a complete design, therefore include additional consultants that you require for this project
2	Identify Design Contractor's mark-up on their subconsultants above. The Design Consultant is responsible for providing fully coordinated design documents
3	Provide a specific separate budget for reimbursable expenses (as Attachment "C").
4	Within Contractor Selection category, include time required to assist the Owner in selecting a contractor through a GMPCM format. Also allow time for assisting with the selection of major subcontractors. It is expected there will be only one Contractor.
5	This design fee shall be all inclusive as determined to provide complete design services resulting in a GMP within the Owner's Approved Budget.
6	Include any Project Initiation and Progress tasks, and all required Permitting efforts within the categories identified above
7	Assumes that the solids handling final design and permitting will be completed concurrently with the WP2 design submitta

**ATTACHMENT B**

**PLUM CREEK WATER PURIFICATION FACILITY ADVANCED TREATMENT PROJECT  
BILLABLE RATES  
10/17/2017**

<b>ITEM NO.</b>	<b>FIRM NAME</b>	<b>TITLE</b>	<b>INDIVIDUAL NAMES</b>	<b>HOURLY BILLABLE RATE</b>
1	Burns & McDonnell	Principal in Charge	Mark Lichtwardt	\$ 243
2	Burns & McDonnell	Project Manager	Jason Schaefer	\$ 219
3	Burns & McDonnell	Quality Control	Anthony Beeson	\$ 235
4	Burns & McDonnell	Project Engineer/Lead Process	Chris Olson	\$ 177
5	Burns & McDonnell	Structural/Architectural Engineer	Andy Hundley	\$ 240
6	Burns & McDonnell	Structural/Architectural Engineer	Kevan Thurman	\$ 163
7	Burns & McDonnell	Process Engineer	Bethany Yaffe	\$ 143
8	Burns & McDonnell	Lead Electrical Engineer	Kevin Sparrow	\$ 197
9	Burns & McDonnell	Electrical Engineer	Andrew O'Donnell	\$ 118
10	Burns & McDonnell	Lead Civil Engineer	Nick Tessitore	\$ 219
11	Burns & McDonnell	Civil Engineer	Erik Vik	\$ 143
12	Burns & McDonnell	Lead Mechanical Engineer	Bonnie Birge	\$ 219
13	Burns & McDonnell	Mechanical Engineer	Emily Huth	\$ 143
14	Burns & McDonnell	ACAD/Tech	Paul Huntzinger	\$ 177
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
21				\$ -
22				\$ -
23				\$ -
24				\$ -
25				\$ -
26				\$ -
27				\$ -
28				\$ -
29				\$ -
30				\$ -
31				\$ -
32				\$ -
33				\$ -
34				\$ -
35				\$ -

**NOTES:**

1	List all Engineer Staff and all subconsultants.
2	Add additional rows as required.
3	State any possible adjustments to rates that may apply for the duration of this project.
4	It is understood that you will plan your work effort in a manner that overtime rates will not apply.



**ATTACHMENT C**

**PLUM CREEK WATER PURIFICATION FACILITY ADVANCED TREATMENT PROJECT  
REIMBURSABLE EXPENSES  
10/17/2017**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	<b>WORK PACKAGE #1</b>				
2	Copies/Prints (8.5x11)	15000	EA	\$ 0.08	\$ 1,200.00
3	Copies/Prints (11x17)	2500	EA	\$ 0.16	\$ 400.00
4	Color Prints (8.5x11)	500	EA	\$ 1.00	\$ 500.00
5	Color Prints (11x17)	150	EA	\$ 2.00	\$ 300.00
6	Large Format Plots	100	EA	\$ 1.25	\$ 125.00
7	Large Format Plots (Color Exhibits)	10	EA	\$ 36.00	\$ 360.00
8				\$ -	\$ -
9				\$ -	\$ -
10				\$ -	\$ -
11				\$ -	\$ -
12				\$ -	\$ -
13				\$ -	\$ -
14				\$ -	\$ -
15				\$ -	\$ -
16				\$ -	\$ -
17				\$ -	\$ -
18				\$ -	\$ -
19	<b>WORK PACKAGE #1 TOTAL</b>				<b>\$ 2,885.00</b>
20	<b>WORK PACKAGE #2</b>				
21	Copies/Prints (8.5x11)	30000	EA	\$ 0.08	\$ 2,400.00
22	Copies/Prints (11x17)	5000	EA	\$ 0.16	\$ 800.00
23	Color Prints (8.5x11)	1000	EA	\$ 1.00	\$ 1,000.00
24	Color Prints (11x17)	300	EA	\$ 2.00	\$ 600.00
25	Large Format Plots	525	EA	\$ 1.25	\$ 656.25
26	Large Format Plots (Color Exhibits)	10	EA	\$ 36.00	\$ 360.00
27				\$ -	\$ -
28				\$ -	\$ -
29				\$ -	\$ -
30				\$ -	\$ -
31				\$ -	\$ -
32				\$ -	\$ -
33				\$ -	\$ -
34				\$ -	\$ -
35				\$ -	\$ -
36				\$ -	\$ -
37				\$ -	\$ -
38				\$ -	\$ -
39				\$ -	\$ -
40				\$ -	\$ -
41	<b>WORK PACKAGE #2 TOTAL</b>				<b>\$ 5,816.25</b>
42					
43	<b>TOTAL REIMBURSABLE EXPENSES</b>				<b>\$ 8,701.25</b>

<b>NOTES:</b>	
1	Provide all anticipated Reimbursable Expenses.
2	Add additional rows as required.
3	Assume that you will provide copies of design documents for the Owner and General Contractor at each design evolution. (Assume seven sets for each phase, including 30%, 60%, 90% and 100%). Additional bid documents will not be included within these reimbursable expenses. If required by the Owner, they will be compensated at cost.
4	Note that these expenses will be contracted at actual costs with a not-to-exceed amount.

**ATTACHMENT C**

**PLUM CREEK WATER PURIFICATION FACILITY ADVANCED TREATMENT PROJECT  
REIMBURSABLE EXPENSES  
10/17/2017**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	<b>PROPOSAL ALTERNATE - SOLIDS HANDLING</b>				
2	Copies/Prints (8.5x11)	5000	EA	\$ 0.08	\$ 400.00
3	Copies/Prints (11x17)	1500	EA	\$ 0.16	\$ 240.00
4	Color Prints (8.5x11)	200	EA	\$ 1.00	\$ 200.00
5	Color Prints (11x17)	50	EA	\$ 2.00	\$ 100.00
6	Large Format Plots	50	EA	\$ 1.25	\$ 62.50
7	Large Format Plots (Color Exhibits)	5	EA	\$ 36.00	\$ 180.00
8				\$ -	\$ -
9				\$ -	\$ -
10				\$ -	\$ -
11				\$ -	\$ -
12				\$ -	\$ -
13				\$ -	\$ -
14				\$ -	\$ -
15				\$ -	\$ -
16				\$ -	\$ -
17				\$ -	\$ -
18				\$ -	\$ -
19				\$ -	\$ -
20				\$ -	\$ -
21				\$ -	\$ -
22				\$ -	\$ -
23				\$ -	\$ -
24				\$ -	\$ -
25				\$ -	\$ -
26				\$ -	\$ -
27	<b>PROPOSAL ALTERNATE TOTAL</b>				<b>\$ 1,182.50</b>
28					
29	<b>TOTAL REIMBURSABLE EXPENSES</b>				

<b>NOTES:</b>	
1	Provide all anticipated Reimbursable Expenses.
2	Add additional rows as required.
3	Assume that you will provide copies of design documents for the Owner and General Contractor at each design evolution. (Assume seven sets for each phase, including 30%, 60%, 90% and 100%). Additional bid documents will not be included within these reimbursable expenses. If required by the Owner, they will be compensated at cost.
4	Note that these expenses will be contracted at actual costs with a not-to-exceed amount.

ATTACHMENT D

**PLUM CREEK WATER PURIFICATION FACILITY ADVANCED TREATMENT PROJECT**  
**STAFF TIME ALLOCATION**  
**10/17/2017**

ITEM NO.	STAFF POSITION	INDIVIDUAL	YEARS OF EXPERIENCE	30% DESIGN DOCUMENTS	60% DESIGN DOCUMENTS	90% DESIGN DOCUMENTS	FINAL DESIGN DOCUMENTS	CONTRACTOR SELECTION	CONSTRUCTION ADMINISTRATION
<b>PROCESS</b>									
1	Principal Engineer in Charge	Mark Lichtwardt	25	1%	1%	1%	0%	1%	0%
2	Project Manager	Jason Schaefer	9	42%	30%	28%	8%	9%	0%
3	Project Engineer	Chris Olson	6	70%	53%	41%	21%	5%	0%
5	Staff Engineer	Bethany Yaffe	2	23%	18%	14%	7%	2%	0%
<b>STRUCTURAL</b>									
1	Structural Engineer	Andy Hundley	21	10%	10%	11%	0%	0%	0%
2	Structural Engineer	Kevan Thurman	9	30%	29%	32%	0%	0%	0%
<b>MECHANICAL</b>									
1	Mechanical Engineer	Bonnie Birge	16	1%	5%	5%	0%	0%	0%
2	Mechanical Engineer	Emily Huth	2	3%	14%	15%	0%	0%	0%
<b>ELECTRICAL</b>									
1	Electrical Engineer	Kevin Sparrow	10	6%	20%	21%	0%	0%	0%
2	Electrical Engineer	Andrew O'Donnell	2	6%	20%	21%	0%	0%	0%
<b>SITE/CIVIL</b>									
1	Civil Engineer	Nick Tessitore	15	4%	4%	4%	0%	0%	0%
2	Civil Engineer	Erik Vik	4	13%	12%	13%	0%	0%	0%
<b>ARCHITECTURAL</b>									
1	Project Architect	Andy Hundley	21	10%	10%	11%	0%	0%	0%
2	Project Architect	Kevan Thurman	9	30%	29%	32%	0%	0%	0%
<b>OTHER DESIGN CONSULTANTS</b>									
1	Bates Engineering	Kit Badger	16	20%	10%	10%	10%	0%	0%

**NOTES:**

- 1 The Owner wants to understand the involvement for each of the proposed team members from the design team throughout each key phase of the project.
- 2 Include the staff title and breakdown % commitment of each member of staff that shall be on the project for each design phase of the project.
- 3 Included additional design consultants for your team at the bottom of the form under "Other Design Consultants".
- 4 There should not be a total % for each phase by firm or discipline.
- 5 The % commitment of each member of staff should be relative to their overall workload, not relative to the collective effort required by the firm to accomplish each phase.