

**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Parks and Facility Operations & Maintenance Center Design)**

DATE: _____, 2017.

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 architectural engineering design and construction phase administration services for the Parks and Facility Operations and Maintenance Center in accordance with Consultant’s proposal dated February 3, 2017 and the Scope of Services set forth in ***Exhibit 1*** (“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 2***. Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$253,629, unless authorized in writing by Town.

Section 3. Completion. Consultant shall commence the Services upon execution of this Agreement and complete the Services by December 31, 2018. 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. In addition, this Agreement shall terminate on December 31, 2017 in the event funds to support payment under this Agreement are not appropriated for calendar year 2018. 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 its 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 seq.*, 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:

Sally A. Misare, Town Clerk

Approved as to form:

Robert J. Slentz, Town Attorney

CONSULTANT:

HB&A, LLC,
a Colorado limited liability company

By: _____

Its: _____

TOWN OF CASTLE ROCK

Jennifer Green, Mayor

Approved as to content:

Jeff Brauer, Director of Parks & Recreation

EXHIBIT 1

SCOPE OF WORK

Consultant shall provide architectural engineering design services for preparing bidding and construction documents for a new operations and maintenance facility for the parks and facilities divisions

The architectural engineering design services will include, but are not limited to, the following tasks:

- ☐ Review Phase 2 Environmental Assessment and become familiar with the existing property and facilities;
- ☐ Complete ALTA/NSPS Land Title Survey to include flood hazards, topography, PMJM habitat boundary and any other information necessary to design and construct the project;
- ☐ Complete Geotechnical Investigation required to design and construct the project;
- ☐ Complete Drainage Report per Town of Castle Rock requirements for construction;

Prepare cost estimates: Consultant shall provide an opinion of probable construction cost at 60%, 90% and 100% complete design. Consultant shall prepare definitive estimates in accordance with the American Association of Cost Engineers. The total capital budget for this project is \$3.5M, which must include design, permit fees, site development, building development and furniture, furnishings and equipment. In addition to capital cost estimates, Consultant shall provide an estimate of annual operations and maintenance costs for the new facility.

- ☐ Provide design schedule: The Consultant shall submit a project design and construction bar chart schedule with their proposal. The bar chart schedule developed by the Consultant shall reflect their recommended project phases, phase activities and activity durations. A written narrative shall also be included with the proposal explaining the schedule submitted and the reasons why and how it can be completed in the time frame proposed by the Consultant. This schedule and narrative will be reviewed by the Consultant Selection Committee as part of the evaluation process and will be assigned a score commensurate with clarity and comprehensiveness of the submission.
- ☐ Develop a Project Work Breakdown Structure: The Work Breakdown Structure (WBS) provides a scheduled, systematic breakdown of the project's tasks and activities.
- ☐ Prepare drawings and specifications: Prepare review plans and specifications at

60% level of design completion for Owner review and input. Prepare plans and specifications at 90% level of design completion for purposes of permitting. Prepare final 100% complete documents for bidding following receipt of the permit review comments. Documents for project bidding (plans & specifications), shall include a separate set of GESC plans and specifications that meet the Town GESC Manual requirements. Provide three paper sets of design documents at 60%, 90%, and 100% complete design (plans, 11"x17") and one copy of PDF, AutoCAD and Word format on CDs. Town will furnish Bid Forms, Contract Forms, and General Conditions for specifications. Project specific information (names, dates, bid schedule, etc.) on Town furnished documents to be revised as needed by consultant. All plans and specifications shall conform to current international codes as listed on the Town's website (<http://www.crgov.com/index.aspx?NID=428>). Issue bidding documents and provide a conformed set of construction documents, incorporating all addenda.

- ☐ Building and Site Elements: The O&M Center building should include the following features:
 - o Office and workspace as illustrated in Attachment B Table B-1
 - o Break room/multipurpose room sufficient to accommodate 50 people in a group meeting arrangement with audio/visual equipment
 - o IT/server room
 - o Secure access through external doors by card readers
 - o Parking for 50 maintenance vehicles
 - o Parking for 75 staff members
 - o Gravel yard space for material storage
 - o 2 Cold Storage Buildings of 1,500 sq.ft. each

Consultant shall review building design criteria and solicit Owner's input through one or more workshops during initial phase of design. Design shall comply with current building codes as listed on the Town's website (<http://www.crgov.com/index.aspx?NID=428>).

- ☐ Incorporate mechanical and electrical designs that minimize operation and maintenance costs. Leadership in Energy and Environmental Design (LEED) elements should be considered and incorporated into the design as the project budget allows.
- ☐ Assist in completing all required permitting for the project. Anticipated permits include Town of Castle Rock building permit, public works and GESC permit.
- ☐ Consultant will include coordination/review meetings with the project team. Team members will include Town staff from Parks and Facilities. Town project manager will be the main point of contact. Consultant shall be responsible for preparation and distribution of all meeting agendas and meeting minutes. Assume bi-weekly meetings throughout the design process.

- Consultant will assist the Town with Contractor selection and bidding services.
Services shall include participation in the Town-led Contractor selection process including: assist the Town with development of a shortlist, participate in pre-bid meeting(s) including site walkthroughs and interviews of shortlisted (assume up to 6 shortlisted contractors) contractors, prepare bid proposal tabulation and letter(s) recommending award.
- Consultant will facilitate project communications, maintain project records, review submittals and drawings, certify amounts due to contractors, and assist in the preparation of change orders.

**CASTLE ROCK PARKS AND FACILITIES OPERATIONS & MAINTENANCE CENTER
FEE PROPOSAL SUMMARY
2/3/2017**

ITEM NO.	DESIGN DISCIPLINE	CONSULTANT NAME	DESIGN DEVELOPMENT (60% Docs)	CONSTRUCTION DOCUMENTS (100% Docs)	CONTRACTOR SELECTION	CONSTRUCTION RELATED	TOTAL
1	O&M CENTER DESIGN						
2	Civil Design	Kiowa Engineering Corporation	\$16,970.00	\$14,035.00	\$365.00	\$3,310.00	\$34,680.00
3	Architectural Design	HB&A, LLC	\$55,000.00	\$25,000.00	\$5,000.00	\$30,000.00	\$115,000.00
4	Interior Design	HB&A, LLC (included in Arch)	\$ -	\$ -	\$ -	\$ -	\$ -
5	Structural Design	MGA Structural Engineers	\$15,300.00	\$10,200.00	\$ -	\$4,500.00	\$30,000.00
6	Mechanical & Plumbing Design	Farnsworth Group, Inc.	\$5,800.00	\$6,600.00	\$800.00	\$3,300.00	\$16,500.00
7	Electrical Design	Farnsworth Group, Inc.	\$4,400.00	\$5,000.00	\$600.00	\$2,500.00	\$12,500.00
8	Landscape Consultant	DHM Design	\$6,235.00	\$8,025.00	\$320.00	\$3,060.00	\$17,640.00
9	Acoustical Engineering	Farnsworth (included in Elec)	\$ -	\$ -	\$ -	\$ -	\$ -
10	Signage and Graphics	HB&A (included in Arch)	\$ -	\$ -	\$ -	\$ -	\$ -
11	Low Voltage- voice, data & security	Coordination only(included/Elec)	\$ -	\$ -	\$ -	\$ -	\$ -
12	Surveying	Kiowa Engineering Corporation	\$14,990.00	\$ -	\$ -	\$ -	\$14,990.00
13	Geotechnical Investigation	VIVID Engineering Group, Inc.	\$6,600.00	\$ -	\$ -	\$ -	\$6,600.00
14	Other – Electrical Design of Cold Storage	Farnsworth Group, Inc.	\$525.00	\$600.00	\$75.00	\$300.00	\$1,500.00
15	Other – Electrical Site Development Package	Farnsworth Group, Inc.	\$3,500.00				\$3,500.00
16	SUBTOTAL DESIGN		\$129,320.00	\$69,460.00	\$7,160.00	\$46,970.00	\$252,910.00
17	ADD ALTERNATES						
18	Concept Development for Potential Future Recreation Facility		\$ -	\$ -	\$ -	\$ -	\$12,000.00
19	Other		\$ -	\$ -	\$ -	\$ -	\$ -
20	SUBTOTAL ADD ALTERNATES		\$ -	\$ -	\$ -	\$ -	\$274,910.00
21	Reimbursable Expenses	Detail included in Attachment "E"	\$ -	\$ -	\$ -	\$ -	\$718.20
22	TOTAL PROJECT COSTS		\$129,320.00	\$69,460.00	\$7,160.00	\$46,970.00	\$265,628.20

Design Consultant's Mark-up on Subconsultants included above:	2%
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NOTES:

1	The Client 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 "E").
4	Within Contractor Selection category, include time required to assist the Owner in selecting a contractor.
5	This design fee shall be all inclusive as determined to provide complete design services.

ATTACHMENT D

**CASTLE ROCK PARKS AND FACILITIES OPERATIONS &
MAINTENANCE CENTER BILLABLE RATES
2/3/2017**

ITEM NO.	FIRM	TITLE	INDIVIDUAL NAMES	HOURLY BILLABLE
1	HB&A, LLC	Principal in Charge	Amy Umiamaka	\$177.89
2	HB&A, LLC	Lead Designer / Architect	Carrie Higgs	\$177.89
3	HB&A, LLC	Project Manager / Architect	Liz Apke	\$98.62
4	HB&A, LLC	Intern Architect	Tom Magnuson	\$71.76
5	MGA Structural Engineers, Inc.	Principal	Jon Dietrich	\$140.00
6	MGA Structural Engineers, Inc.	Design Engineer	Adam Balsinger / Jeremy Montoya	\$100.00
7	MGA Structural Engineers, Inc.	Drafter	Kevin Gregg / Brian Samberson	\$90.00
8	Farnsworth Group, Inc.	Engineering Manager (Mech)	Dan Hopper	\$185.00
9	Farnsworth Group, Inc.	Engineering Intern 1 (Mech)	Bryan Reid	\$107.00
10	Farnsworth Group, Inc.	Engineering Intern 1 (Plumb)	John Bellamy	\$107.00
11	Farnsworth Group, Inc.	Technician 2	Matt Hand	\$94.00
12	Farnsworth Group, Inc.	Engineering Manager (Elec)	Amanda Occhi	\$185.00
13	Farnsworth Group, Inc.	Senior Designer (Elec)	Jim Bishop	\$135.00
14	Farnsworth Group, Inc.	Technician 1	Jacob Gertz	\$71.00
15	Kiowa Engineering Corporation	Senior Project Manager	Matthew W. Erichsen, PE	\$125.00
16	Kiowa Engineering Corporation	Project Engineer	Chris J. Castelli, PE	\$110.00
17	Kiowa Engineering Corporation	Engineering Technician	Neil R. Kempcke	\$90.00
18	Kiowa Engineering Corporation	Engineering Technician	Eric Stream	\$90.00
19	Kiowa Engineering Corporation	Principal Surveyor	Dale Rush	\$125.00
20	Kiowa Engineering Corporation	Surveyor Designer	Derek Brown	\$110.00
21	Kiowa Engineering Corporation	Surveyor Manager	Robert Snodgrass	\$125.00
22	Kiowa Engineering Corporation	Senior Surveyor	Jean Halpin	\$110.00
23	Kiowa Engineering Corporation	Project Surveyor	Brady Moorehead	\$90.00
24	Kiowa Engineering Corporation	Project Surveyor	Paul Beal	\$90.00
25	VIVID Engineering Group, Inc.	Principal Engineer	William Barreire, PE	\$180.00
26	VIVID Engineering Group, Inc.	Engineer / Geologist	Brysen Mustain, PG	\$120.00
27	VIVID Engineering Group, Inc.	Senior Technician	Patrick Se Well	\$65.00
28	DHM Design	Principal / Project Manager	Mark Wilcox	\$150.00
29	DHM Design	Project Designer	Eric Giberson	\$85.00
30	DHM Design	Designer	Jenn Becker	\$80.00
31	DHM Design	Irrigation Designer	Kurt Munding	\$90.00
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.