

AGREEMENT
TO FURNISH ENGINEERING SERVICES
TO THE CITY OF WESTMINSTER FOR
WESTMINSTER BOULEVARD DRINKING WATER FACILITY INDEPENDENT COST
ESTIMATING SERVICES WITH GLOBAL CONSTRUCTION ESTIMATING

THIS AGREEMENT, made and entered into on July 23, 2024, between the CITY OF WESTMINSTER, hereinafter called the “City,” and **Global Construction Estimating Corp.** a corporation organized pursuant to the laws of the State of Colorado hereinafter called the “Consultant,” collectively, the “Parties,” is as follows:

WHEREAS, the City wishes to independently assess the cost for the Westminster Boulevard Drinking Water Facility; and

WHEREAS, the City desires to engage the Consultant to render the professional services described in this Agreement and the Consultant is qualified and willing to perform such services; and

WHEREAS, sufficient authority exists in City Charter and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Consultant agree as follows:

I. THE PROJECT

The project consists of independent cost estimating consulting services as more specifically described in **Attachment 1 / Appendix A**, Consultant’s proposal, attached hereto and incorporated herein by this reference (hereinafter, the “Project”).

II. CONSULTANT'S SERVICES AND RESPONSIBILITIES

The Consultant agrees that it will furnish all of the technical, administrative, professional, and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to complete the Project.

III. ADDITIONAL SERVICES

When authorized in writing by the City and subject to separate written agreement as to additional compensation for additional services, the Consultant agrees to furnish or obtain from others additional professional services in connection with the Project due to changes in the scope of the Project or its design. Any requests for additional services shall be made in writing by Consultant to the City within sixty (60) days of beginning the work that constitutes additional services.

IV. CONSULTANT'S FEE

The compensation for the Project shall be according to the fee schedule attached hereto and incorporated herein as **Attachment 2, Appendix A**, including reimbursable expenses as described therein. The maximum amount billable under this Agreement shall not exceed Three Hundred Seventy Nine Thousand, Three Hundred and Thirty Five dollars (\$379,335.00). The Consultant shall submit invoices to the City for services rendered during the preceding month, such invoices to be in the form and detail reasonably required by the City. Reimbursable expenses shall be itemized. The City agrees to pay the Consultant within thirty (30) days of receipt of properly documented invoices.

V. COMMENCEMENT & COMPLETION OF PROJECT

The Consultant understands and agrees that time is an essential requirement of this Agreement. The Project shall be completed as soon as good practice and due diligence will permit. In any event, the Project shall be completed within three (3) months after the Consultant receives notice to proceed, exclusive of time lost or due to delays beyond the control of the Consultant.

VI. TERMINATION

This Agreement shall terminate at such time as the Project is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination plus any services the City deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing work on the Project, whether completed or in progress.

VII. INSURANCE

During the course of the Project, the Consultant shall maintain Workers' Compensation Insurance in accordance with the Workers' Compensation laws of the State of Colorado. Consultant shall maintain an Automobile Liability policy of \$500,000 per person/\$1,000,000 per occurrence and a Commercial General Liability policy of \$500,000 per person/\$1,000,000 per occurrence; or alternatively, Consultant shall maintain an Automobile Liability policy and a Commercial General Liability policy each with a \$1,000,000 per occurrence combined single limit. The City shall be named as an additional insured under the Consultant's Automobile and Commercial General Liability coverages, providing that such insurance is primary with respect to claims made by the City. These coverages shall be occurrence-based policies, and shall specifically provide that all coverage limits are exclusive of costs of defense, including attorney fees. The Consultant shall provide certificates of insurance to the City indicating compliance with this paragraph. It shall be an affirmative duty of the Consultant to notify the City in writing within two (2) days of the cancellation of or substantive change to any insurance policy set out herein, and failure to do so shall be a breach of this Agreement.

The Consultant shall procure and maintain in full force and effect for the period set forth herein

an Errors and Omissions policy, or other industry standard Professional Liability Insurance policy acceptable to the City, with a minimum two million dollars (\$2,000,000.00) coverage per claim and two million dollars (\$2,000,000) in the aggregate, but in any event sufficient to cover the Consultant's potential liability under paragraph X(D) below. The Consultant shall maintain and keep in effect such insurance coverage for the period of the Colorado statute of repose pertaining to the professional services contemplated by this Agreement. The policy shall cover claims, damages, losses, and expenses resulting from the performance of the professional services under this Agreement. The policy shall have a deductible not in excess of twenty-five thousand dollars (\$25,000) self-insured unless a greater amount has been approved by the City in writing. Before starting any work on the Project, the Consultant shall submit to the City a Certificate of Insurance verifying such coverage. The Consultant shall also provide to the City any notices of renewals of such policy, as such renewals occur, for a period of three years after Substantial Completion of the Work or portion(s) of Work as set forth in this Agreement.

VIII. COMPLIANCE WITH FEDERAL LAW

A. Equal Employment Opportunity. In connection with the performance under this Agreement, the Consultant shall not unlawfully discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, immigration status, gender identity or expression, sexual orientation, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant represents that it will require a similar affirmation of nondiscrimination in any contract it enters into with a subcontractor as part of the execution of this Agreement.

B. To the extent applicable under federal law, Consultant shall ensure the Project complies with Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131, *et seq.*, by incorporation into the Project, where appropriate, the 2010 ADA Standards for Accessible Design published by the U.S. Department of Justice, dated September 15, 2010, as may be amended from time to time.

IX. PROHIBITED INTEREST

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. The Consultant further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

X. GENERAL PROVISIONS

A. Independent Contractor. In its work on the Project, the Consultant shall act as an independent contractor and not as agent of the City except to the extent the Consultant is specifically authorized to act as agent of the City.

B. Books and Records. The Consultant's books and records with respect to the Project and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the places

where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the Project.

C. Ownership and Format of Drawings. All plans, drawings, specifications and the like relating to the Project shall be the joint property of the City and Consultant. Upon completion of the Project or at such other time as the City may require, the Consultant shall deliver to the City a complete corrected set of drawings, in hard copy and in an electronic/digital format acceptable to City, and such additional copies thereof as the City may request, corrected as of the date of completion of the Project.

D. Responsibility; Liability.

1. Professional Liability. The Consultant shall exercise in its work on the Project the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damages or costs incurred by the City for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Consultant to comply with this standard.

2. Indemnification. To the fullest extent permitted by law and except for professional liability claims, which are addressed in the paragraph below, the Consultant agrees to indemnify, defend, and hold harmless the City, its officers, and employees from and against all liability, claims, and demands - including but not limited to attorneys' fees - on account of any injury, loss, or damage arising out of, connected to, or resulting from the Project, if such injury, loss, or damage, or a portion thereof, is caused by the act, omission, or fault of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excluding any portion directly attributable to the City's own negligence, and only to the degree or percentage of negligence or fault agreed to be or adjudicated to be attributable to the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

For professional liability claims, to the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, its officers, and employees from and against all professional liability claims and demands - including but not limited to attorneys' fees - on account of any injury, loss, or damage arising out of, connected to, or resulting from the Project, if such injury, loss, or damage, or a portion thereof, is caused by the act, omission, or fault of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excluding any portion directly attributable to the City's own negligence, and only to the degree or percentage of negligence or fault agreed to be or adjudicated to be attributable to the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable..

The Consultant further agrees to indemnify and hold harmless the City, its officers, and employees from and against all liability, claims, and demands, including but not limited to attorneys' fees, arising out of the implied warranty that Consultant has given to the City of the adequacy of the design and plans prepared by the Consultant, but excluding any portion of such liability, claims, or demands directly attributable to the City's own negligence.

These obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that otherwise exists as to any party or person described in this Subsection (X)(D)(2). In any and all claims against the City, its officers, or employees by any employee of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations under this Subsection

(X)(D)(2) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subcontractor under the workers' compensation acts, disability benefit acts, or other employee benefit acts.

E. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the respective Project representatives of the City and the Consultant who will be designated by the Parties promptly upon commencement of the Project.

All other notices and communications in writing required or permitted hereunder shall be delivered personally to the respective representatives of the City and the Consultant set forth below or shall be mailed by registered mail, postage prepaid, return receipt requested to the Parties at their addresses shown herein. Notices hereunder shall be effective three (3) days after mailing.

F. Assignment. The Consultant shall not assign this Agreement in whole or in part, including the Consultant's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Consultant's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Consultant of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Consultant's right to payment to its surety or lender.

G. Applicable Laws and Venue. This Agreement shall be governed by the laws of the State of Colorado and the Charter of the City of Westminster. This Agreement shall be deemed entered into in both Adams County and Jefferson County, State of Colorado, as the City is located in both counties. At the City's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Agreement or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county.

H. Remedies. Consultant agrees that the economic loss rule as set forth in *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000), shall not serve as a limitation on the City's right to pursue tort remedies in addition to other remedies it may have against Consultant. Such rights and remedies shall survive the Project or any termination of this Agreement.

I. Entire Agreement. This Agreement and its attachments shall constitute the entire agreement between the Parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Project. To the extent there is any conflict between the terms of this Agreement and the terms of an attachment hereto, this Agreement shall control.

J. Subcontracting. Except subcontractors clearly identified and accepted in the Consultant's Proposal, Consultant may employ subcontractors to perform work on the Project only with City's express prior written approval. Consultant is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

K. Enforcement of Agreement. In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Agreement, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

L. Authorization. The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

M. Electronic Signatures and Copies. The Parties hereby acknowledge that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signature pages may be executed via ink signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means. Further, the Parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

N. Personal Identifiable Information Policy: If Consultant handles Personal Identifiable Information (PII) as part of the Project, it is required to comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq and submit a PII policy to the City upon request. PII includes any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. (These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors). Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information. This information can be maintained in either paper, electronic or other media.

O. Accessibility: To the extent the work product or any of Consultant's services provided under the Agreement involves digital, technological components, including but not limited to software, websites, applications, digital documents (hereinafter "work product"), Consultant shall comply with and the work product provided under this Agreement shall be in compliance with all applicable provisions of C.R.S. §§24-85-101, et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office Of Information Technology (OIT), pursuant to C.R.S. §24-85-103 (2.5). Any work product provided under this Agreement, regardless of whether it is meant to internal City use or external public use, shall comply with ADA and WCAG 2.1 conformance levels A and AA compliance(Standard ADA Compliance). Consultant shall indemnify, and hold harmless the City, its officers and employees, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Consultant's failure to comply with C.R.S. §§24-85-101, et seq., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section C.R.S. §24-85-103 (2.5).


P. This Agreement is expressly contingent upon the appropriation of funds by the City of Westminster's City Council for each year of the Agreement. In the event the Westminster City Council does not appropriate the funds after the first 12 months of the Agreement it will be treated as if the City had given its notice to terminate the Agreement in compliance with Article VI. As a result, nothing in this Agreement shall be deemed or construed as a multiple year fiscal obligation under the meaning of Colorado Constitution Article X, Section 20, also known as the TABOR Amendment. This Agreement is expressly contingent upon the approval of the City of Westminster's City Council of all the terms set forth herein. In the event this Agreement is not approved in its entirety by City Council, neither Party shall be bound to the terms of this Agreement.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO PUBLIC

WORKS & UTILITIES, ATTENTION: STEPHANIE BLEIKER.

REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the date first appearing above.

<p>GLOBAL CONSTRUCTION ESTIMATING CORP.</p> <p>By: <u>Julio Lostao</u></p> <p>Printed Name: <u>Julio E. Lostao</u></p> <p>Title: <u>President</u></p> <p>ATTEST:</p> <p><u>Marco Osorio</u></p> <p>Printed Name: <u>Marco A. Osorio</u></p> <p>Title: <u>Corporate Secretary Vice President</u></p> <p>(Corporate Seal)</p> 	<p>CITY OF WESTMINSTER</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>ATTEST:</p> <p>_____</p> <p>City Clerk</p> <p>(Seal)</p> <p>APPROVED AS TO LEGAL FORM</p> <p>By: _____</p> <p>City Attorney</p>
<p>I certify that either an appropriation has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Agreement.</p> <p style="text-align: right;">_____ City Manager</p> <p style="text-align: right;">Account No. _____</p>	

Address for giving notice:

1807 Whedbee Street
Fort Collins, CO 80525-1048

Address for giving notice:

4800 West 92nd Avenue
Westminster, Colorado 80031



GLOBAL CONSTRUCTION ESTIMATING, CORP.

June 14, 2024

Stephanie Bleiker, P.E., ENV SP
Capital Projects Administrator
City of Westminster | Public Works and Utilities
sbleiker@westminsterco.gov | 303.658.2174
4800 West 92nd Avenue, Westminster, CO 80031

Subject: 3RD PARTY COST ESTIMATING CONSULTANT SERVICES - WESTMINSTER DRINKING WATER FACILITY

Dear Stephanie,

Thank you for the opportunity to provide this fee proposal for estimating services for the referenced project. The scope includes estimating services tasks for phase one of at least two or possibly three phases.

PROJECT DESCRIPTION:

The Westminster Boulevard Drinking Water Facility (DWF) Project is a crucial infrastructure initiative aimed at enhancing the water supply and distribution system for the City of Westminster. This project involves the construction of a state-of-the-art drinking water facility designed to meet the growing demand for clean and safe drinking water in the region. The scope of work for this initial phase (14.7 MGD) includes site preparation, grading, structural fill and stabilization, structural concrete, yard and process piping, installation of process mechanical equipment, chemical feed systems, storage tanks, building construction, HVAC systems, roadway construction, electrical power and communication systems, instrumentation and controls, and other ancillary components necessary for the facility's operation.

The services included in this Fee proposal are specific to the 60% design. The goal is to establish a baseline budget for the project, facilitating budget adherence and financial transparency throughout the design process. Collaboration with the City, Design Engineer, and Construction Manager at Risk (CMAR) will be essential to achieving these objectives.

As requested, the proposed structure of tasks for the scope of services has been organized to align with the request for proposal and addendum.

TASK AND DELIVERABLES FOR TASK 1 60% COST ESTIMATE

TASK 1A - Preparatory Phase & Team Meetings

- **Kick-off Meeting & Site Visit:** Initiate the project with a kick-off meeting involving all key stakeholders, followed by a comprehensive site visit to understand the project scope and site conditions.



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- **Onboarding Phase:** Facilitate the onboarding of the project team, ensuring that all members are aligned with project goals, timelines, and deliverables.
- **Internal Estimating Meetings:** Conduct regular internal meetings to discuss and refine estimating approaches, methodologies, and tools to be used for the project.
- **Project Data Review:** Thoroughly review available project data, including drawings, specifications, previous estimates, and other relevant documents to establish a solid foundation for the cost estimate.

TASK 1B – 60% Deliverables

- **Estimating Instructions Documents:** Estimating instruction documents is essential for ensuring consistency, accuracy, and transparency in the cost estimating process for construction projects and facilitates the estimate reconciliation process. GCE will generate these documents and provide guidelines and standards that estimators and other stakeholders should follow when preparing the cost estimates. Below is an outline of instruction documentation:
 - Estimating Instruction Outline
 - Estimate Breakdown Structure (review level item structure)
 - Quantity Reconciliation Comparison Sheet
 - Placeholder (Plug) costs list (for permanent materials, construction materials, specialty subcontractor prices)
 - Labor rates list
 - Contractor Equipment rates list
- **Quantities Tabulation:** Develop a comprehensive tabulation of quantities for project components, ensuring accuracy and completeness.
- **Construction Schedule:** Prepare a construction schedule (AACE Class 2) to be considered a control schedule semi-detailed in nature. Schedule will outline major activities and milestones, including start and finish dates, sequencing, and dependencies.
- **Detailed Cost Estimate:** Generate a detailed cost estimate (AACE Class 2) for the 60% design phase, utilizing the bottoms-up estimating methodology, covering direct and indirect costs.

TASK 1C - 60% Working Team Meetings/Workshops

- **Quantities Tabulation - Working Meetings/Workshops:** Participate in working meetings to establish line items for primary and/or secondary quantities, ensuring project components are accurately quantified.
- **Construction Schedule Meetings - Working Meetings/Workshops:** Participate in meetings to review the construction schedule, addressing any concerns and making necessary adjustments to ensure feasibility.
- **Detailed Cost Estimate Meetings - Working Meetings/Workshops:** Participate in meetings to discuss the cost components, resource allocations, replacement of placeholder items (de-plugging) and any assumptions made during the estimation process.
- **Risk Register Meetings - Working Meetings/Workshops:** Participate in meetings to identify and assess potential risks, documenting them in a risk register and developing mitigation strategies.
- **Force Account Recommendations Meetings - Working Meetings/Workshops:** Discuss force account recommendations, including labor and equipment rates, to ensure fair and reasonable cost allocations.



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TASK 1D - 60% Risk Register/Force Account Deliverables

- **Risk Register Deliverable:** Provide a comprehensive risk register, detailing identified risks, their potential impacts, and proposed mitigation measures.
- **Force Account Deliverable:** Submit force account recommendations, including detailed labor and equipment rates, to support the cost estimate.

TASK 1E - 60% Concluding Team Workshops

- **Quantities Tabulation - Concluding Workshop:** Participate in a concluding workshop to address any remaining discrepancies and finalize the agreed quantities.
- **Construction Schedule - Concluding Workshop:** Participate in a concluding workshop to finalize the construction schedule, ensuring timelines and dependencies are accurate.
- **Detailed Cost Estimate - Concluding Workshop:** Participate in the concluding workshop to finalize the detailed cost estimate, incorporating feedback and addressing any outstanding issues.
- **Risk Register Meeting - Concluding Workshop:** Participate in the risk register in a concluding workshop, ensuring risks are properly documented and mitigation strategies are in place.
- **Force Account Recommendations - Concluding Workshop:** Participate in the force account recommendations workshop, finalizing labor and equipment rates and addressing any concerns.

TASK 1F - 60% Reconciled Deliverables

- **Quantities Tabulation - Reconciled:** Populate the finalized reconciled quantities tabulation, ensuring accuracy and alignment with the project scope.
- **Construction Schedule - Reconciled:** Provide the reconciled construction schedule, detailing activities, milestones, and dependencies.
- **Detailed Cost Estimate - Reconciled:** Deliver the reconciled detailed cost estimate, incorporating feedback and adjustments made during the workshops.
- **Risk Register - Reconciled:** Submit the reconciled risk register, detailing identified risks and proposed mitigation measures.
- **Force Account Recommendations - Reconciled:** Provide the reconciled force account recommendations, ensuring fair and reasonable cost allocations for labor and equipment.

FEE PROPOSAL CLARIFICATIONS:

1. **Scope and Fee Basis:**
 - The scope and fee are provided on the premise that estimates from the Construction Manager at Risk (CMAR) and Designer are organized to align with the Request for Proposal (RFP) and addendum for the 60% Cost Estimate task outline and Estimating Instructions Outline.
2. **Design Submittal Package:**
 - The scope is based on the 60% Design Submittal Package, including the Drawing Set and Technical Specifications (Volumes 1-3) titled Westminster Boulevard Drinking Water Facility Project, prepared by CDM Smith and dated May 2024.
3. **Additive Alternate:**
 - The fee includes consideration for the additive alternate for ozonation.
4. **Proposal Fee Basis:**
 - The proposal fee is based on the award of the full scope listed in the task list above. If the scope is reduced, fees for each task will need to be repriced accordingly.



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5. Notice to Proceed:

- The timeline assumes that the Global Construction Estimating (GCE) receives written Notice to Proceed from the City on June 18, 2024.

6. Initial Task Completion:

- **Task 1A:** Preliminary Cost Estimate
- **Task 1B:** Quantity Takeoffs
- **Task 1C:** Material and Labor Cost Analysis
- To be completed by July 31, 2024.

7. Final Task Completion:

- **Task 1D:** Final Cost Estimate
- **Task 1E:** Risk Analysis and Contingency Planning
- **Task 1F:** Reconciliation and Review
- To be completed by August 31, 2024.

8. Work Conditions:

- Except for work requiring pre-approved travel, all work will be performed remotely.

9. Estimate Classifications:

- Estimate classifications are based on AACE Recommended Practice 18R-97: Cost Estimate Classification System.

Exclusions and Extra Work

The following tasks are not included in this task order proposal and are considered extra work, which would be performed on a time and material basis if requested or required:

- Estimates of alternate solutions (unless listed above)
- Material changes or supplements to the 60% Design Submittal Package
- Value engineering
- Change Order Review (RCOs)
- What-if analysis and/or alternative work sequences

We thank you for the opportunity to provide you with this fee proposal and look forward to performing these tasks.

Regards,

Julio E. Lostao, PE, CEP

President

Cc: Marco Osorio, PE



PROPOSAL

Date: June 17, 2024
Proposal #: 1
Customer ID: WestminsterCO

To: Stephanie Bleiker, P.E., ENV SP
Capital Projects Administrator
City of Westminster | Public Works and Utilities
sbleiker@westminsterco.gov | 303.658.2174
4800 West 92nd Avenue, Westminster, CO 80031

Estimator	Job	Payment Terms	Due Date
Julio Lostao	3RD PARTY COST ESTIMATING CONSULTANT SERVICES - WESTMINSTER DRINKING WATER FACILITY	Net 30	

Task No.	Estimate Scope Description	Line Total
TASK 1	60% COST ESTIMATE	
<u>TASK 1A</u>	<u>PREPATORY PHASE - TEAM MEETINGS</u>	
	Kick-off Meeting & Site Visit	\$ 6,105.00
	Onboarding Phase	\$ 6,930.00
	Internal Estimating Meetings	\$ 8,250.00
	Data Review	\$ 46,200.00
<u>TASK 1B</u>	<u>60% DELIVERABLES</u>	
	Estimating Instructions	\$ 3,300.00
	Quantities Tabulation	\$ 77,550.00
	Construction Schedule	\$ 44,385.00
	Detailed Cost Estimate	\$ 52,635.00
<u>TASK 1C</u>	<u>60% WORKING TEAM MEETINGS/WORKSHOPS</u>	
	Quantities Tabulation Meeting	\$ 19,800.00
	Construction Schedule Meetings	\$ 11,880.00
	Detailed Cost Estimate Meetings	\$ 33,000.00
	Risk Register Meetings	\$ 5,280.00
	Force Account Recommendations Meetings	\$ 5,280.00
<u>TASK 1D</u>	<u>60% RISK REGISTER/FORCE ACCOUNT DELIVERABLES</u>	
	Risk Register Deliverable	\$ 1,320.00
	Force Account Deliverable	\$ 1,320.00



Date: June 17, 2024
Proposal #: 1
Customer ID: WestminsterCO

PROPOSAL

TASK 1E	60% CONCLUDING TEAM WORKSHOPS	
	Review and analyze CMAR and Designer 60% Cost Estimate Deliverables (Construction Schedule, Detailed Cost Estimate)	\$ 33,000.00
	Quantities Tabulation - Concluding Workshop	\$ 1,320.00
	Construction Schedule - Concluding Workshop	\$ 1,320.00
	Detailed Cost Estimate - Concluding Workshop	\$ 1,320.00
	Risk Register Meeting - Concluding Workshop	\$ 1,320.00
	Force Account Recommendations - Concluding Workshop	\$ 1,320.00
TASK 1F	60% RECONCILED DELIVERABLES	
	Quantities Tabulation - Reconciled	\$ 1,320.00
	Construction Schedule - Reconciled	\$ 4,620.00
	Detailed Cost Estimate - Reconciled	\$ 5,280.00
	Risk Register - Reconciled	\$ 2,640.00
	Force Account Recommendations - Reconciled	\$ 2,640.00
	Subtotal	\$ 379,335.00
	Sales Tax	
	Total	\$ 379,335.00

43 Ruslan Dr, Asheville, NC 28806

60% COST ESTIMATE											
TASK 1	60% COST ESTIMATE	HOURLY RATE	TOTAL HOURS	TOTAL FEE	Chief Estimator	Lead Estimator	Sr. Estimator Arch/Structural	Sr. Estimator Mech	Sr. Estimator Elec	Sr. Scheduler	Sr. Estimator Civil Take-off
TASK 1A	PREPATORY PHASE - TEAM MEETINGS				Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	
	Kick-off Meeting & Site Visit	\$ 165.00	37	\$ 6,105	16	16	1	1	1	1	1
	Onboarding Phase	\$ 165.00	42	\$ 6,930	16	16	2	2	2	2	2
	Internal Estimating Meetings	\$ 165.00	50	\$ 8,250	8	8	8	8	8	8	2
	Data Review	\$ 165.00	280	\$ 46,200	52	53	27	59	38	43	8
TASK 1B	60% DELIVERABLES				Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	
	Estimating Instructions	\$ 165.00	20	\$ 3,300	10	10					
	Quantities Tabulation	\$ 165.00	470	\$ 77,550	104	105	53	118	75	193	15
	Construction Schedule	\$ 165.00	269	\$ 44,385	8	68					
	Detailed Cost Estimate	\$ 165.00	319	\$ 52,635	86	86	44	49	54		
TASK 1C	60% WORKING TEAM MEETINGS/WORKSHOPS				Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	
	Quantities Tabulation Meeting	\$ 165.00	120	\$ 19,800	24	24		24	24	24	
	Construction Schedule Meetings	\$ 165.00	72	\$ 11,880	24	24				24	
	Detailed Cost Estimate Meetings	\$ 165.00	200	\$ 33,000	40	40		40	40	40	
	Risk Register Meetings	\$ 165.00	32	\$ 5,280	8	8		4	4	8	
	Force Account Recommendations Meetings	\$ 165.00	32	\$ 5,280	8	8		4	4	8	
TASK 1D	60% RISK REGISTER/FORCE ACCOUNT DELIVERABLES				Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	
	Risk Register Deliverable	\$ 165.00	8	\$ 1,320	4	4					
	Force Account Deliverable	\$ 165.00	8	\$ 1,320	4	4					
TASK 1E	60% CONCLUDING TEAM WORKSHOPS				Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	
	Review and analyze CMAR and Designer 60% Cost Estimate Deliverables (Construction Schedule, Detailed Cost Estimate)	\$ 165.00	200	\$ 33,000	40	40		40	40	40	
	Quantities Tabulation - Concluding Workshop	\$ 165.00	8	\$ 1,320	2	2		2	2		
	Construction Schedule - Concluding Workshop	\$ 165.00	8	\$ 1,320	4	4				4	
	Detailed Cost Estimate - Concluding Workshop	\$ 165.00	8	\$ 1,320	4	4		4	4	4	
	Risk Register Meeting - Concluding Workshop	\$ 165.00	8	\$ 1,320	2	2				2	
	Force Account Recommendations - Concluding Workshop	\$ 165.00	8	\$ 1,320	2	2				2	
TASK 1F	60% RECONCILED DELIVERABLES				Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	
	Quantities Tabulation - Reconciled	\$ 165.00	8	\$ 1,320	4	4					
	Construction Schedule - Reconciled	\$ 165.00	28	\$ 4,620	4	8				16	
	Detailed Cost Estimate - Reconciled	\$ 165.00	32	\$ 5,280	8	8		8	8	-	
	Risk Register - Reconciled	\$ 165.00	16	\$ 2,640	4	4				8	
	Force Account Recommendations - Reconciled	\$ 165.00	16	\$ 2,640	4	4				8	
			2,299	\$ 379,335	490	556	135	363	304	435	28

Certificate Of Completion

Envelope Id: 5681E3EBFD024F2A8A33BC824FF4A47E		Status: Sent
Subject: Agreement to Furnish Engineering Services, Global Construction Estimating Corp.		
DocuSignDocumentType: Contract		
CobbleStoneNumber: CON-PWU-24-1997		
DateOfContract: 07/23/24		
Source Envelope:		
Document Pages: 15	Signatures: 2	Envelope Originator:
Certificate Pages: 3	Initials: 0	City of Westminster
AutoNav: Enabled	Stamps: 1	4800 West 92nd Avenue
Enveloped Stamping: Enabled		Westminster, CO 80031
Time Zone: (UTC-07:00) Mountain Time (US & Canada)		westminsterdocusign@westminsterco.gov
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jlostao@gcestimating.com		Viewed: 7/1/2024 11:16:09 AM
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Marco Osorio	<div>Marco Osorio</div> <div></div>	Sent: 7/1/2024 11:21:51 AM
mosorio@gcestimating.com		Viewed: 7/1/2024 11:22:22 AM
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scarter@westminsterco.gov		
Executive Assistant		
City of Westminster Public Works		
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Abby Fitch afitch@westminsterco.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Editor Delivery Events	Status	Timestamp
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Sandie Carter scarter@westminsterco.gov Executive Assistant City of Westminster Public Works Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Mandy Stecklein msteckle@westminsterco.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Kiara Korrell kkorrell@westminsterco.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jayia DelReal jdelreal@westminsterco.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Stephanie Bleiker sbleiker@westminsterco.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/1/2024 10:12:02 AM Viewed: 7/1/2024 10:12:02 AM Signed: 7/1/2024 10:12:02 AM
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