

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and OLSSON, INC., a Corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for CI2025-023, HIGHLANDS RANCH BOULEVARD, BROADWAY TO BURNTWOOD, IMPROVEMENTS PROJECT and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Amy Strouthopoulos, P.E., (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Four Hundred Twelve Thousand, Two Hundred Eighty-Four Dollars and Zero Cents (\$412,284.00) for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on June 12, 2025, and terminate at 12:00 a.m. on December 31, 2025. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8a. INDEMNIFICATION-GENERAL: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees. Further, this indemnification

is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to: Amy Strouthopoulos, P.E.
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7480
E-mail: astrouthopoulos@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail: attorney@douglas.co.us

and by the County to: Olsson Inc.
121 S. Tejon St., Suite 111
Colorado Springs, CO 80902
Attn: Ted Ritschard, P.E.
Phone: (719) 309-1476
E-mail: tritschard@olsson.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time

designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners. Notwithstanding the foregoing, upon completion of the project, Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Contract in client proposals for the purposes of establishing work experience.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

1st This Contract, Sections 1 through 28

- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, such as, but not limited to, natural disasters of overwhelming proportions, exceptional adverse weather conditions, acts of God, acts of war, strikes, work stoppages, fire or other catastrophic casualty or action of non-party government authorities.

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

OLSSON INC.

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

DOUGLAS COUNTY BOARD OF COMMISSIONERS:

ATTEST:

ABE LAYDON, CHAIR Date

HAYLEY HALL, Clerk to Board Date

APPROVED AS TO CONTENT:

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

DOUGLAS J. DEBORD Date
County Manager

JANET HERMAN, P. E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND **Date**
Director of Finance

Chris Pratt **Date**
Sr. Asst. County Attorney

Exhibit A

Task 1 – Topographic & Boundary Survey

Highlands Ranch Parkway between Broadway and Burntwood Way is a seven-lane arterial road with high traffic volumes. With a posted speed limit of 45mph and multiple curved sections, the roadway presents a challenge for mapping existing conditions. Typical surveying methods will not work within the roadway. It is unsafe for survey crews and the traveling public. For these reasons, Olsson proposes to map the corridor with mobile lidar. Using our Leica Pegasus TRK 700 Neo, Olsson will collect existing conditions along the corridor at the speed of traffic and without shutting down lanes or disrupting traffic.

The Pegasus TRK 700 Neo is equipped with a dual scanner system that captures up to 1,000,000 measurements per second. This ensures high-density point clouds and detailed data capture, even in complex environments. With MultiReturn technology, each laser pulse provides detailed, multi-layered data, enhancing point cloud classification and ensuring to capture every detail, from the ground to the top of buildings.

Ground Control Points (GCP) will be strategically placed throughout the project corridor on the sidewalks and outside of traffic lanes. The horizontal control will be tied to the North American Datum of 1983 (NAD83), projected to the Colorado Coordinate System of 1983, Central Zone and established through redundant base/rover GNSS measurements. Vertically, Olsson will perform closed loop level runs to elevate control within the North American Vertical Datum of 1988 (NAVD88). During this phase, Olsson will also establish Validation Points which are set to the same precision as the GCPs. GCPs are used to correct and adjust the lidar data during processing, ensuring accurate georeferencing, while validation points are used to assess the accuracy of the final dataset without influencing the processing itself.

Once the GCPs final values are established, Olsson will mobilize the scanner. On site, Olsson will drive each lane of traffic to ensure comprehensive coverage and accurate data capture. This practice helps in capturing detailed point clouds across all lanes, minimizing shadowing effects and ensuring that no part of the roadway is missed. By driving each lane, a higher density of data points can be achieved, which is crucial for detailed analysis and mapping of transportation corridors. Travelling at the posted speed limit, Olsson will complete the data collection process within a couple of hours. The mobile lidar data will then be transferred to the office for processing.

First, Olsson will adjust the trajectory data to ensure accurate alignment of the point clouds, refining the GNSS/IMU data to correct any discrepancies in the vehicle's path. Control points within the dataset will be used to geo-reference the data and ensure spatial accuracy. Then visual matching will be performed to align overlapping point clouds, ensuring that data from different passes is accurately merged.

Once registered, Olsson will clean and filter the point cloud data to remove noise and outliers, producing a clean dataset classified into different categories, such as ground, vegetation, buildings, and other features.

With a clean model, the accuracy of the classified data will be validated using the validation points. This step involves performing an error analysis to identify and correct any discrepancies.

One of our professional licensed surveyors will review the error analysis and once satisfied, the data will be exported to various formats suitable for integration into GIS, CAD, or other spatial analysis tools.

Mobile lidar is the ultimate tool for collecting existing conditions within traffic corridors. Not only does the lidar sensor pick up minute details while scanning, it also takes 360-degree photos, up to eight frames per second. The 24MP photos are used to colorize the point cloud and will show all aspects of the corridor. This data collection process ensures the data will be collected safely. Once processed, Olsson can deliver any aspect of the data, but our delivery package will be an existing conditions DTM surface, within a Civil3D drawing with approximate right-of-way lines, topographic, and utility features. Olsson will also prepare a Land Survey Control Diagram.

Task 2 – Subsurface Utility Engineering (QL-B)

Olsson has engaged T2 Utility Engineers (T2) to provide Subsurface Utility Engineering (SUE) for this project. T2's proposal assumes a Quality Level B investigation for the full project limits. Additionally, eight Quality Level A Test Holes will be provided as part of the optional Ridgeway traffic signal design. Exact limits of the investigation will be refined when the anticipated excavation depths and limits are better understood. This work includes the development of drawings and an electronic file showing the location of the utilities within the investigated area.

Task 3 – Geotechnical Engineering & Pavement Design

Drilling Services

1. Field Exploration

- Olsson proposes to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:
 - Sixteen (16) pavement borings to a depth of 10 feet each.
Approximate locations shown in Figure 1.
- The soil borings will be advanced to the depths proposed or to auger refusal, whichever is shallower. This proposal is based on a total drilling footage of 160 linear feet.
- Soils will be sampled with thin-walled tube, lined split-spoon, or unlined split-spoon samplers as part of the Standard Penetration Test (SPT).
- Subsurface water levels will be obtained in the test borings at the time of drilling and upon completion of the drilling operations.
- After obtaining subsurface water level readings, borings will be backfilled with controlled low-strength material and patch pavements as necessary.

2. Field Exploration General Notes and Assumptions

- Olsson will contact Colorado 811 to locate underground utilities. Private utilities are not a part of Colorado 811. To ensure the safety of the crew onsite, Client must inform Olsson of the location of all private utilities and private utility service connections.
- Olsson will obtain the necessary right-of-way occupation/excavation permits as part of our scope of services and provide traffic control during the field exploration.

- Each boring location must be readily accessible by a truck-mounted drilling rig, and Client must provide access for all properties to conduct the exploration. This proposal is based on completing the field activities during favorable weather conditions and within existing right-of-way.
- Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete and asphalt pavement damage, and damage to underground sprinkler systems.

Laboratory Analysis

As soil conditions dictate, laboratory testing may include visual soil classification, moisture content, unit weight, Atterberg limits, fines content or mechanical sieve analysis, one-dimensional swell/consolidation, R-value, and sulfate tests.

Engineering Analysis and Report Preparation

Olsson will perform geotechnical/pavement engineering analyses and provide conclusions and recommendations regarding the following:

- Soil descriptions and characteristics along with depth to bedrock and groundwater, if encountered.
- Lift thickness, moisture control, and compaction criteria for backfill and embankment.
- Shrink/swell characteristics of the on-site soils and recommendations for mitigating unsuitable soils.
- Preparation of subgrade soils supporting pavements, including an estimate of the resilient modulus based on laboratory test results.
- Anticipated groundwater concerns and recommendations for addressing these concerns during construction, if required.
- Discussion of excavation concerns related to subsurface conditions.
- Asphaltic concrete (AC) pavement sections and Portland Concrete Cement (PCC) sections.
- Discussion regarding the corrosion potential of site soils including laboratory results for sulfates.
- Pavement Life Cycle Cost Analysis (LCCA)

Olsson will present conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

Assumptions/Exclusions

- Fees for private utility locating and/or hydro-excavation are excluded from this scope of services.
- Fees for site restoration efforts of any site disturbance resulting from bringing drilling equipment onsite is Client's responsibility and is excluded from this scope of services. Olsson will backfill borings and patch pavements with pre-approved materials.

- Nightwork is not anticipated. If requested this can be provided for a negotiated fee.

Deliverables

- Engineering Analysis and Pavement Recommendation Report
- Life-Cycle Cost Analysis



Figure 1: Proposed Boring Location Plan

Task 4 – Roadway Design

Olsson will prepare design plans for the reconstruction of Highlands Ranch Parkway between the east side of the Broadway intersection and approximately 50 feet east of Burntwood Way. It is assumed the existing roadway section will be re-established as is. No improvements to existing bus stops, sidewalks, storm drainage facilities, utility facilities, or potential trail crossing locations are anticipated.

Olsson will begin with 30% level design after the topographic survey is completed. Designs will be prepared using Douglas County Roadway Design and Construction Standards supplemented by CDOT and national standards where needed. A 30%-level plan set depicting the proposed improvements will be prepared and submitted to the County for review, along with a preliminary construction cost estimate. Quality control reviews will be performed on all documents prior to submission to the County. No specifications are anticipated at the 30% level. Plan sheets will be 11" x 17" prepared in Autodesk Civil3D. The following plan sheets are anticipated with the 30% submittal.

- Title Sheet (1)
- General Notes (1)
- Typical Sections (2)
- Survey Control Plan (Task 1)
- Geometric Control Layout (1)
- Summary of Quantities (1)
- Removal Plans (8)
- Roadway Plan and Profile (8)

- Curb Ramp / Intersection Details (5)
- Signage and Striping Plans (8)

Following receipt of County comments on the 30% design submittal, Olsson will begin 90% level design and plan production. Comments supplied by the County on the 30% layout will be incorporated into the design and tracked via a comment response form. The following additional sheets are anticipated for the 90% submittal:

- Survey Tabulation (Task 1)
- Grading, Erosion, and Sediment Control (GESC) Plans (8)
- Subsurface Utility Engineering Plans (Task 2)
- Construction Phasing Plans (16)
- Cross Sections at 50 Foot Intervals (26)

In addition to the plans, a 90% level specifications package, construction cost estimate, and GESC report will be prepared. Comments supplied by the County on the 90% documents will be incorporated and tracked via a comment response form. Additional detail will be added to the design and plans resulting in a complete, construction ready document package. The following additional sheets are anticipated with the 100% submittal:

- Removal Tabulation
- Roadway Tabulation
- Construction Traffic Control Tabulation
- Signage and Striping Tabulation
- Traffic Signal Tabulation

The 100% documents will be signed and sealed by a Colorado licensed Professional Engineer.

Assumptions/Exclusions

- All proposed improvements will be within right-of-way – no right-of-way acquisition or easements will be required.
- No utility impacts are expected and coordination with utility companies is excluded.
- Proposed drainage will match existing, and no drainage analysis, design, improvements or report is included.
- Landscape and irrigation design is excluded – it is assumed final stabilization for disturbed areas will match existing conditions.
- Assume comments supplied on 90% and 100% documents will not result in substantive changes to approach.
- Assume existing bus stops and trail connections will remain as-is. No improvements to these facilities are included.
- Design of replacement curb ramps at the Highlands Ranch Parkway and Broadway intersection are excluded.
- Construction administration is excluded but is available upon requested.
- Existing loop detection at signalized intersections within the project limits will NOT need to be replaced.

Deliverables

- 30% Plans
- 30% Preliminary Cost Estimate
- 90% Plans
- 90% Specifications
- 90% Preliminary Cost Estimate
- 90% GESC Report
- 100% Plans
- 100% Specifications
- 100% Cost Estimate
- 100% GESC Report
- Electronic design files (upon request)

Task 5 – Highlands Ranch Parkway Typical Section & Intersection Alternatives

Olsson will prepare up to ten exhibits for the Alternative A1 roadway section from the Highlands Ranch Parkway study which may include but not be limited to:

- A third lane replacing the buffer lane.
- Buffer lane delineators replaced with another type of delineation.
- A raised concrete median with concrete median cover.
- The cross-hatched buffer area shown as a low-speed vehicle lane.

Other possible scenarios to improve bicycle safety in the corridor will also be evaluated with those scenarios depicted in the exhibits. Olsson understands Douglas County may request additional modifications to the section for exhibit purposes. In addition, Olsson will prepare a conceptual intersection design where bicycles are transitioned to a multi-use path on approach to the intersection. This concept design will be depicted in exhibit format. Furthermore, high level considerations on mid-block crossing best practices will be evaluated and provided.

Assumptions/Exclusions

- Modifications to the Alternative A1 section will be depicted in cross section form only.

Deliverables

- Up to ten Alternative A1 cross section exhibits.
- Bicycle lane transition intersection design exhibit.
- Narrative on high level mid-block crossing best practices.

Task 6 – Allowance for Ridgelen Way Signal Design

This task will only be initiated upon written authorization from Douglas County.

Olsson will design a new traffic signal for the intersection of Highlands Ranch Parkway at Ridgelen Way. Design of the signal will include street lighting mounted on the signal poles, detection, and components as needed to meet Douglas County requirements. Signal design will consider current year needs as well as future year anticipated operations. Operations analysis is not included as part of this task.

The signal plans will include basic timing parameters to operate in “free operation” to include the minimum green time and calculating the yellow and red clearance intervals. The contractor/supplier is responsible for the signal turn on and any additional controller settings.

Plan Sheets to be included in the per Douglas County Requirements:

- Notes Sheet (1)
- Traffic Signal Plan (1)
- Traffic Signal Plan with turning templates, cone of vision, and stop line distance requirements (30% submittal only) (1)

Traffic Signal plans will be included with 30% design, 90% design and 100% design.

Assumptions/Exclusions

- Traffic Signal Interconnect Plans are excluded.
- Fiber Termination Diagram is excluded.

Deliverables

- Signal plans will be included in the overall construction plan set and follow the deliverable schedule outlined in Task 4.

Task 7 – Contingency

This task covers as-needed additional design services as directed by the County. Olsson will not initiate work under this task unless directed by the County in writing.

Fee Estimate*

<u>TASK</u>	<u>Total Fee</u>
Task 1 – Topographic & Boundary Survey	\$43,205
Task 2 – Subsurface Utility Engineering (QL-B)	\$66,810
Task 3 – Geotechnical Engineering & Pavement Design	\$46,776
Task 4 – Roadway Design	\$134,066
Task 5 – Highlands Ranch Pkwy Typ. Section & Intersection Alts.	\$10,562
Task 6 – Allowance for Ridgeglen Way Signal Design	\$60,865
Task 7 – Contingency	\$50,000
TOTAL	\$412,284

*See attached Fee Estimate Spreadsheets and subconsultant proposal for more information.

Preliminary Design Schedule

The exact design schedule will be determined upon receipt of notice to proceed. The following approximate milestone schedule is anticipated:

- 30% Design Submittal – 10 weeks from NTP.
- 90% Design Submittal – 8 weeks from receipt of 30% comments.
- 100% Design Submittal – 6 weeks from receipt of 90% comments.

SCOPE OF WORK

The scope of services identified below provides for a QLD, QLC, and QLB investigation.

T2 UES, Inc. shall conduct, document, stamp, and seal a Subsurface Utility Engineering (SUE) investigation of the project area to document existing utilities within the project limits. As part of the SUE investigation for this project, T2 UES, Inc. will work on the following tasks:

UTILITY RECORDS RESEARCH

- Submit a Subsurface Utility Engineering ticket to Colorado 811 to aid in the identification of Utility Owners that may have facilities on, or be affected by, the project.
- Request, collect and review applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
- Compile a list of all utility companies contacted for information. Note information received with contact information for each response and note non-response if applicable.

FIELD UTILITY INVESTIGATION (UTILITY DESIGNATION)

- Utilize appropriate surface geophysical techniques to determine the approximate horizontal position of utilities within the project area. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary survey markings. Utilities type or ownership that cannot be confirmed by the field investigation will be termed “unknown”. T2 UES, Inc. will utilize a suite of equipment including pipe and cable locators (PCL), Ground Penetrating Radar (GPR), magnetometers, and detectable sondes.
- If accessible, structures connected to gravity-fed systems will be opened, and inverts will be measured. Invert information and, where accessible, pipe size/material for the sewers will be collected at manholes/catch-basins from the surface and shown on the drawings accordingly. The alignment of the sewer pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed manholes/catch-basins, and professional judgment. If chambers are full of water or confined space entry is required, extra costs will be incurred and will be discussed with the Client in advance.
- T2 UES, Inc. will survey the utility designation marks and utility appurtenances referenced to the project survey controls. The results of this utility investigation and any survey work performed in conjunction with the investigation will be tied to the project datum as specified by the client and existing survey grade control points provided to T2 UES, Inc. for their use if available. In the absence of direction from the client or a control diagram, T2 UES, Inc. will choose a Local Coordinate System based on either local or NAVD88 vertical datum.

QA/QC AND PROFESSIONAL SERVICES

- Review the field investigation documents and records collected as a part of records research. Use professional judgment to assign quality levels and horizontal positions to subsurface utilities.
- Consolidate and draft the collected field information in an AutoCAD Civil 3D deliverable.
- A SUE Report is not included. The SUE report will be completed in accordance with the ASCE/UESI/CI 38-22 standard. The SUE report complements the utility drawings, assists the end user in better understanding the utility landscape and risks, and provides any meta-data collected by T2 UES, Inc. during the course of the SUE investigation. The SUE report is signed and sealed by a Professional Engineer.



QLB/C/D UTILITY INVESTIGATION ASSUMPTIONS, EXCLUSIONS, AND STIPULATIONS

- T2 UES, Inc. will do everything within our control to access all areas of this project; however, some areas may be inaccessible due to unsuitable terrain, limited access, weather conditions, truck limitations, human limitations, safety concerns, etc., and may not be accessible. If any of these instances occur, they will be discussed with the Client and noted accordingly.
- Right-of-entry to private property or access to secured areas is to be coordinated and granted to T2 UES, Inc. by the Client and/or Owner.
- T2 UES, Inc. cannot guarantee we will find all unknown, abandoned, retired, or inactive utilities.
- Due to material makeup, design, and as-built installation of irrigation systems, T2 UES, Inc. cannot guarantee we will discover and depict all existing irrigation systems. However, undocumented irrigation systems may be present in the project area that were not discoverable by the scoped effort and are therefore not depicted. T2 UES, Inc. will not be responsible for damage to documented or undocumented irrigation systems during construction.
- Individual utility services to homes and buildings will include water, electricity, and natural gas. Telephone, CATV, and Fiber Optic services are excluded.
- Underground storage tanks (USTs), septic fields, traffic loop systems, thrust blocks, cathodic protection systems, drain tiles, irrigation channels, irrigation gates, irrigation valves, irrigation piping, irrigation headwalls, irrigation boxes, and landscape irrigation (both public & private) are excluded.
- Invert information and, where accessible, pipe size/material for the sewers will be collected at manholes/catch-basins from the surface and shown on the drawings accordingly. The alignment of the sewer pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed manholes/catch-basins, and professional judgment. If chambers are full of water or confined space entry is required, extra costs will be incurred and will be discussed with the Client in advance. Confined space entry is excluded.
- Utility vault dimensions and/or diagrams are excluded but can be performed at an additional out-of-scope cost to the Client.
- Butterfly diagrams or 3D modeling (with pipe networks) are excluded. Diagrams of the conduits within vaults are excluded but can be performed at an additional out-of-scope cost to the Client.
- Overhead utility lines will be shown as a singular line running pole to pole with the number of lines called out based on ownership. We will attempt to identify both ownership & connections on the poles and incorporate this information into the plans.
- Pole diagrams, images, and/or spreadsheets (or some combination thereof) as best suits this project and existing site conditions are excluded but can be performed at an additional out-of-scope cost to the Client.
- The removal of Colorado 811 paint marks or designation marks is excluded.
- Utility coordination, utility relocation design, or conflict analysis is excluded but can be performed at an additional out-of-scope cost to the Client.
- T2 UES, Inc. will provide (2) days of traffic protection in accordance with local municipality specifications and permit requirements. This item will be subcontracted to a local traffic control company. The fee provided for this service is estimated based on quoted daily rates from the provider.
- The degree of success of a ground-penetrating radar (GPR) investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically less-conductive soils, such as quartz sands, typically allow for the detection of some utilities and/or their trenches at depths greater than 10 feet. Electrically conductive soils, such as clay, moist silt, or saline soils, typically preclude the investigation of targets deeper than three to six feet. Due to the unknown receptiveness of specific site soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.



QLA INVESTIGATION

T2 UES, Inc. will perform 8 Quality Level A test holes to determine the location, size, depth, and material of existing utilities. T2 UES, Inc. shall use minimally intrusive excavation techniques, which ensure the safety of the excavation and the integrity of the utility line to be documented. Other lines which may be encountered during the excavation will be noted. The excavation shall be conducted by means of air or hydro-assisted vacuum excavation equipment manufactured specifically for this purpose. To help minimize the number of test holes required, T2 UES, Inc. will lay out the holes and re-designate the associated utility prior to excavation. Test Hole Data Reports will be signed and sealed by a professional engineer and shall include project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found.

QLA UTILITY INVESTIGATION ASSUMPTIONS, EXCLUSIONS, AND STIPULATIONS

- It is assumed that each hole will be excavated with the intent of finding one utility per hole. If additional utilities are discovered within a hole, data for each additional utility will be collected and a separate test hole report will be provided. Each test hole report for an unintended utility will be billed as a reimbursable expense at \$250/test hole report.
- If a test hole is proposed over multiple utilities with the intent of exposing multiple utilities within one test hole, T2 UES, Inc. will invoice the Client at a per test hole rate multiplied by the number of utilities that were exposed.
- The Client will have test hole locations determined and provide test hole coordinates prior to the commencement of T2 UES, Inc.'s services.
- If the parameters of the QLA investigation change after T2 UES, Inc. has initiated QLA services, T2 UES, Inc. will discuss the implications for workflow, traffic control, and other activities with the Client and determine if a change order or additional funds are needed to account for the changes.
- T2 UES, Inc. will do everything within our control to access the test hole location(s); however, some areas may be inaccessible due to unsuitable terrain, limited access, weather conditions, truck limitations, safety concerns, etc., and may not be excavated. If any of these instances occur, they will be discussed with the Client and noted accordingly.
- T2 UES, Inc. will perform (8) concrete or asphalt cores. If additional cores are required, the cores will be completed under the reimbursable section for \$200 per hole.
- T2 UES, Inc. will repair utility test holes to near existing conditions prior to the test holes being performed.
- The standard price for test hole excavations is to a width of 36". For every additional 12" of width over 36", an additional \$250/foot will be billed as a reimbursable expense.
- The standard price for test hole excavations is to a depth of 6'. For every additional foot of depth over 6', an additional \$125/foot will be billed as a reimbursable expense.
- T2 UES, Inc. cannot guarantee we will find utilities within a 6' deep and 36" wide test hole. If a utility cannot be found in a 6' deep and 36" wide test hole, the Client will be notified before further test hole excavation activities are performed.
- If utilities cannot be designated, T2 UES, Inc. will excavate to a maximum depth of 6' and no more than 36" wide.
- T2 UES, Inc. will produce traffic control plans and obtain a City of Fort Collins permit to perform traffic control/test hole excavations.
- T2 UES, Inc. will provide (2) days of traffic protection in accordance with local municipality specifications and permit requirements. This item will be subcontracted to a local traffic control company. The fee provided for this service is estimated based on quoted daily rates from the provider.
- Traffic Control Flag men for QLA test hole excavations is excluded but can be performed at an additional out-of-scope cost to the Client.
- Removal of One-Call marks and designation paint, concrete panel replacement or restoration, landscape restoration, and shoring are not included.



T2 Utility Engineers

Scope and Fee – Rev 2

Highlands Ranch Parkway

SUE INVESTIGATION DELIVERABLES

Deliverables produced from this Subsurface Utility Engineering (SUE) investigation will be:

- A drawing showing the location of the utilities within the investigation area at the achieved ASCE 38-22 Quality Level. Utility line work will be depicted according to the standard APWA utility colors. This drawing will be a digital 11" x 17" PDF plan set that is signed and sealed by a licensed PE. See Figure 2 for an example SUE drawing deliverable.
- Invert elevations that reference the Client's specified project datum (if provided).
- An electronic file containing utility line work in an AutoCAD Civil 3D deliverable.
- A utility contact list to include the utility provider, contact name, email address, and phone numbers shown in the utility general notes and specifications.
- A SUE Report signed and sealed by a Professional Engineer is not included.

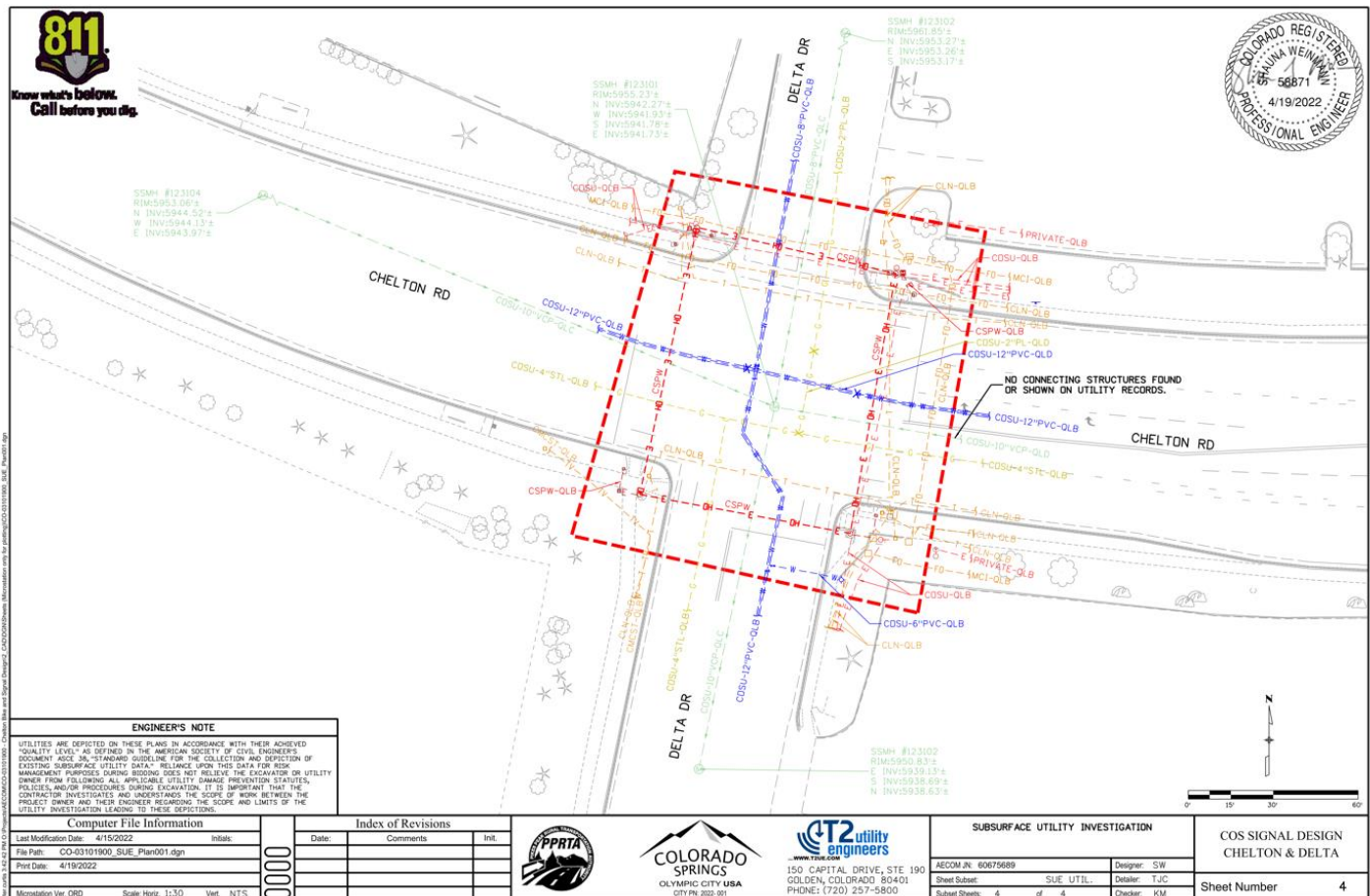


Figure 2: SUE Investigation Deliverable Example

SURVEY

T2 UES, Inc.'s survey sub-consultant will prepare a survey as depicted within the limits in Figure 1. The following information will be located and obtained for specific visible utilities where access is possible and safe for personnel:

- The alignment of non-visible underground utilities based upon the survey of surface designations (markings) as performed by T2 UES, Inc.
- Location of visible surface evidence of the various utility systems, such as utility poles, manholes, inlets, catch basins, culverts, valves, and fire hydrants.
- The location of each main, pipe, conduit line, and other structures will be indicated based upon safely observable evidence.
- Sanitary and Storm Sewers: Rim and invert elevations and/or flow of all manholes, inlets and catch basins.
- Water Mains: location of all valves and hydrants.
- Gas Mains: location of valves.
- Telephone pedestals, electric pedestals, and transformers.
- Other visible utility surface features.
- The Horizontal datum will be based upon Colorado State Plane coordinates.
- Vertical datum will be based upon NAVD 88 (North American Vertical Datum of 1988) unless otherwise defined by the Client.

CLIENT RESPONSIBILITIES

The Client and/or their representative will provide the following services:

- The Client will have right-of-entry secured prior to the commencement of T2 UES, Inc.'s services.
- Client to provide topo and survey control and other relevant files in support of the SUE work to be completed by T2 UES, Inc.
- If changes occur to the project limits after T2 UES, Inc. has reviewed the plans, any recognized changes to workflow, traffic control, access, schedule, or other miscellaneous activities will be discussed with the Client to see if a change order or additional funds are needed to account for the changes.
- In situations beyond the control of the SUE Consultant, the Client will provide assistance in obtaining required data/information from other local, regional, State, and federal agencies.
- The Client will provide a timely review, comment, or direction as required to aid T2 UES, Inc. in completing an assigned task or maintaining the established project schedule.
- The Client will provide applicable general notes, special specifications, and special provisions.
- If not readily available online, the Client may provide graphic file data, standards, font libraries, and AutoCAD cell/block libraries, etc. as required.
- The Client will provide any and all CAD and/or PDF files of the design provided by others and those files will be accurate and suitable for use by T2 UES, Inc. T2 UES, Inc. assumes that these files are approved and that they are the most current and up-to-date files available, including any and all approved addendums.

SCHEDULE

The project will commence with the project upon receipt of a fully executed contract and written notice to proceed (NTP) from the Client. Upon receiving a fully executed contract and written NTP, T2 UES, Inc. will work with the Client to develop a schedule that works for the Client based on T2 UES, Inc.'s current workload and the Client-specified project deadlines and Stakeholders expectations.



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Highlands Ranch Parkway

GENERAL ASSUMPTIONS

- This Scope of Services has been detailed to ensure we are providing the services desired and agreed to by the Client and T2 UES, Inc. Services not specifically listed are assumed to be excluded from T2 UES, Inc.'s scope.
- Topographic, ROW and/or boundary work will not be completed by T2 UES, Inc. as part of this scope and fee. Any Topographic, ROW, or boundary line work that T2 UES, Inc. is asked to incorporate into our plans will need to be provided to T2 UES, Inc. for its use. If this information is unable to be provided, it will not be included or shown on the SUE utility plans prepared and submitted by T2 UES, Inc.
- If the parameters of the SUE investigation change after T2 UES, Inc. has initiated services, T2 UES, Inc. will discuss the implications for workflow, access, traffic control, schedule, and other activities with the Client and determine if a change order, additional funds, or revisions to the schedule are needed to account for the changes.
- Possible delays to the schedule including weather delays will be discussed with the Client as soon as they are identified.

SUPPLEMENTAL TASKS (NOT INCLUDED WITHIN THIS SCOPE OF WORK)

To achieve the Client's project goals, the following tasks can be included as supplemental tasks for an additional fee if requested:

PERFORM ADVANCED GEOPHYSICS INVESTIGATION

T2 UES, Inc. uses Stream EM and Stream C which are Multi-Channel Ground Penetrating Radar (MCGPR) solutions dedicated to utility locating and mapping. These units employ 40 separate channels with double polarized antennas, enabling the system to gather data simultaneously for both longitudinal and transversal purposes. The high number of antennas increases the quality of the data and allows us to detect utilities even in sub-optimal soil conditions. The Stream EM and Stream C are both equipped with a GPS unit that enables the data set to be georeferenced to the project survey datum easily. The system is generally towed behind a vehicle at speeds up to 12 MPH which permits the gathering of GPR data with minimal traffic control thereby reducing the impact on local traffic.

CCTV

T2 UES, Inc. can perform video inspection within drainage facilities, as directed by the Client. Specifically, the consultant ensures the interior of the inspected pipe is visible by means of appropriate illumination and camera equipment; and records all video and images captured during the inspection.

UTILITY COORDINATION

T2 UES, Inc.'s utility coordination team can coordinate with the Client, Owner, and all other affected municipalities throughout the design process. Utility coordination and project management tasks include working with the design team as well as coordination with all utilities within the project limits. By attending all project milestone meetings, our utility coordination team is able to establish a utility base map, test hole log, and Utility Conflict Matrix. T2 UES, Inc.'s utility coordination team uses data collected from the Utility Records Research and Utility Drawing Scope of work to collect utility information (including existing permits) contact each utility owner and hold early utility coordination meetings, if necessary.

ESTIMATED FEE

Please see the attached sheets for the full cost breakdown. T2 UES, Inc. will not exceed the estimated fee without prior authorization from the Client. An invoice will be prepared monthly with one final invoice upon completion for the actual work performed, up to the estimated budget amount. T2 UES, Inc. appreciates this opportunity to provide professional Subsurface Utility Engineering services for this project. Should you have any questions or require additional information, please do not hesitate to call.



EXHIBIT B



Project Name: **Douglas County Transportation Master Plan - Amendment 1 - Highlands Ranch Parkway Design**

Project Number: 024-00874

Project Manager: **Ted Ritschard**

[illegible]

T2 Utility Engineers

Scope and Fee – Rev 2

Highlands Ranch Parkway

5/6/2025
 Subsurface Utility Engineering
 SUE Quality Levels "A" (Locating) & "B" (Designating)
 T2 UES, Inc. Proposal



PROJECT ESTIMATE					
SUE QUALITY LEVEL B, C, & D					
Geophysical Investigation "Designation"					
Designating (1-man crew)	0	hours @	\$215	per hour	\$0.00
Designating (2-man crew)	96	hours @	\$285	per hour	\$27,360.00
Subtotal:					\$27,360.00
Survey					
Survey Subconsultant	Reimbursable @ Cost + 10%				\$12,000.00
Subtotal:					\$12,000.00
Professional Services					
Professional Engineer	18	hours @	\$205	per hour	\$3,690.00
Project Manager	40	hours @	\$170	per hour	\$6,800.00
SUE Manager	24	hours @	\$165	per hour	\$3,960.00
Assistant Project Manager / EIT	10	hours @	\$125	per hour	\$1,250.00
CADD Technician	60	hours @	\$120	per hour	\$7,200.00
Administration	12	hours @	\$100	per hour	\$1,200.00
Subtotal:					\$24,100.00
Permits, Maintenance of Traffic, & Miscellaneous Expenses					
^A Permits: (Douglas County permit)	Reimbursable @ Cost + 10%				\$150.00
^A Traffic Control + MOT Plan (assumes 2 days w/TCS)	Reimbursable @ Cost + 10%				\$3,200.00
Subtotal:					\$3,350.00
SUE Quality Level B, C, & D Total					\$66,810.00
SUE QUALITY LEVEL A					
Test Hole Excavation					
^{B,C} Quality Level A Test Hole	8	holes @	\$1,370	per hole	\$10,960.00
Quality Level A Test Hole (Non-targeted utility reports)	0	holes @	\$250	per hole	\$0.00
Excessive Depth - Depth Over 6 feet	0	feet @	\$125	per foot	\$0.00
Excessive Width - Width Over 3 feet	0	feet @	\$250	per foot	\$0.00
Asphalt or Concrete Coring	8	cores @	\$200	per core	\$1,600.00
^A Restoration and Backfill	8	holes @	\$200	per core	\$1,600.00
Subtotal:					\$15,969.00
Permits & Maintenance of Traffic					
^A Permits: (Local permits)	Reimbursable @ Cost + 10%				\$500.00
^A Traffic Control + MOT Plan (assumes 2 days)	Reimbursable @ Cost + 10%				\$2,400.00
Subtotal:					\$2,900.00
SUE Quality Level A Total					\$18,869.00
GRAND TOTAL					\$85,679.00

^A Proposal estimate only, the cost may vary plus or minus due to unknown field conditions & municipalities requirements. Proposal assumes a minimum working time of 8 hours/day. Proposal estimate is valid for a full 60 days from date listed above.

^B QLA Test Holes include One Call Management, Project Management, 2-Man Crew and Equipment, Survey, and QLA Test Hole Reports Stamped by CO PE

^C The vacuum excavation truck utilized by T2 UES, Inc. for Test Holes (potholes) employs an air-lance system and is not hydro-based. As a cost saving measure on this project, native backfill compacted in 6" lifts and cold patch are recommended to restore test holes if permissible. If a different backfill material is required, the cost for the new material and dumping of the native material will be completed as an additional expense.

Note: In the event the estimated hours for mapping of utilities for this project is over the estimated amount, a change order will be completed prior to the completion of the project to account of the project overage. If less utilities are found, only the utilities hours used will be invoiced.



Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least three (3) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but

not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Megan Datwyler, Risk Manager

Date