

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this 11th day of February 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and Olsson, Inc., a Colorado Corporation, authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for the Waterton / Eagle River Roundabout Project, CI 2025-007; 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: Sean P. Owens, PE, (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 Three Hundred Twenty-Eight Thousand Nine Hundred Ninety-Two Dollars and Twenty Cents (\$328,992.20) 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 February 11, 2025 and terminate at 12:00 a.m. on December 31, 2026. 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: Sean P Owens, PE
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7328
with a copy to: E-mail: sowens@douglas.co.us

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 & Associates
1525 N Raleigh St, Ste 400
Denver, 80204
Attn: Jessica Burch, PE
Phone: (303) 237-2072
E-mail: jburch@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: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

APPROVED AS TO CONTENT:

, CHAIR Date

DOUGLAS J. DEBORD Date
COUNTY MANAGER

ATTEST

Deputy Clerk Date

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

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
Senior Assistant County Attorney

Exhibit A – Scope of Services

Project No. CI 2025-007

Waterton – Eagle River Intersection Roundabout

TASK A – CONCEPTUAL DESIGN ANALYSIS AND PRELIMINARY DESIGN

Task A-1 – Project Administration/Management

Project administration and management efforts will include project initiation, general coordination throughout the life of the project, development and monitoring of the project schedule, weekly status update emails to County staff, the preparation of monthly invoices and progress reports, and project closeout. Progress reports will detail work activities completed over the prior month, upcoming work activities, any out-of-scope work, and status of budget and schedule. Our team will continuously monitor the budget and schedule throughout the life of the project and keep the client apprised of the status monthly, at a minimum. The Olsson project manager will provide weekly updates to the County project manager via email on weeks when no monthly progress meeting is scheduled. These updates will detail work completed during the previous week, upcoming work activities, upcoming milestones, and critical path elements. The Olsson project manager will maintain a log of significant decisions on the project and how they were reached in addition to being responsible for checking that QA/QC processes are followed on the project.

Assumptions/Exclusions

- Project duration assumed to be approximately twelve (12) months – six months of design and six months of construction.
- Public involvement is not anticipated and is excluded. If needed, public involvement could be added to the scope.

Deliverables

- Monthly invoices and accompanying progress reports (assumed 12).
- Weekly project status update emails.

Task A-2 – Project Meetings

Olsson staff will organize and attend meetings to coordinate work and design elements. Olsson staff will schedule meetings and coordinate attendees. Further, Olsson will prepare meeting agendas for distribution prior to meetings as well as meeting minutes after meetings. Meeting agendas will be submitted to the County for review and approval no later than two business days prior to the meeting. Meeting minutes be distributed no later than two business days following the meeting. Meeting minutes will detail the discussions, decisions, and resulting action items from each meeting. For cost effectiveness, all meetings are assumed to be virtual but could be held in person at the Olsson office in Denver or Colorado Springs if desired by the

County. Olsson staff can also be available to attend a public meeting hosted by the County and/or Sterling Ranch.

Notice to Proceed Meeting

Upon receiving notice to proceed from Douglas County, Olsson will schedule a meeting with Douglas County to confirm the scope of work, discuss project schedule, request additional data, and confirm design-related issues and requirements. Prior to the notice to proceed meeting, Olsson will prepare and submit design criteria for the project to the County for review a minimum of two days in advance of the meeting. It is anticipated that at the conclusion of this meeting, the design criteria for the project are solidified.

Monthly Project Meetings

Olsson will schedule project meetings approximately once a month with Douglas County during the design phase to coordinate and discuss project status, project schedule, design decisions, and other coordination topics.

Preliminary Design Review Meeting

At the conclusion of the 30% design review period, Olsson will schedule a Preliminary Design Review meeting to discuss the 30% design as well as comments supplied by the County.

Assumptions/Exclusions

- Meetings are assumed to be virtual.
- A total of five (5) Monthly Project meetings are assumed.
- Public meetings to be led by others.

Deliverables

- Meeting agendas and minutes.

Task A-3 – Design Survey

Olsson understands topographic and boundary survey are being performed by others and that this survey will be available on or before the notice to proceed date. Accordingly, this task is limited to reviewing the survey provided by the County’s surveyor and coordinating additional survey needs (if required) or clarifications.

Assumptions/Exclusions

- Topographic and boundary survey are understood to be performed by others.
- It is assumed the survey will be available in .DWG format.
- Survey control diagram and survey tabulation to be prepared by County’s surveyor.

Deliverables

- None

Task A-4 – Right of Way

It is understood the County’s surveyor will prepare any legal descriptions and exhibits necessary to acquire right of way and easements. Accordingly, this task is limited to preparing linework for the right of way and easements required in order to build the project.

Assumptions/Exclusions

- Legal descriptions and exhibits to be prepared by others.
- No acquisition assistance is included.

Deliverables

- Right of way and easement linework in .DWG format.

Task A-5 – Subsurface Utility Engineering and Utility Plans (Harris Kocher Smith)

All “Subsurface Utility Engineering-Required Projects” (as defined by Colorado Senate Bill 18-167) require that the design engineer meet or exceed Quality Level B attributes of the CI/ASCE 38-22 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (ASCE 38) within the proposed excavation area or document a reasonable rationale by a licensed professional engineer for not doing so. Quality Levels D, C, B and A are defined as:

- Quality Level D (QL-D): Includes records research, review, and visual inspection for existing subsurface utilities within the project limits.
- Quality Level C (QL-C): Includes QL-D efforts, as well as surveying all visible surface utility appurtenances and correlating surveyed evidence with QL-D records within the project limits.
- Quality Level B (QL-B): Includes QL-D and QL-C efforts, as well as surveying information obtained through surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities within the project limits.
- Quality Level A (QL-A): Includes QL-D, QL-C, and QL-B efforts, as well as the precise horizontal and vertical location of subsurface utilities (referenced to the project survey datum), obtained by the actual exposure and subsequent measurement of utilities at specific locations.

For this task, the project approach will begin with submitting an 811 ticket and contacting utility owners for utility records. HKS will then perform a QL-D investigation by reviewing utility records and investigating the site for surface features, 811 marks, and any other indications of utilities. HKS will prepare a QL-D utility plan and provide Olsson with the Quality Level D Utility Plan and .DWG files for the conceptual design analysis, utility conflict identification, and preliminary 30% design based on utility records and QL-D field investigation.

Assumptions/Exclusions

- QL-D mapping will only be performed if it is not provided by County’s surveyor.

Deliverables

- QL-D Utility Plan
- QL-D .DWG Base File

Task A-6 – Roundabout Design

Olsson will begin the roundabout design by reviewing the concept for the intersection provided by Redland as well as preparing a design criteria summary table. Modifications to the design will be suggested based on best practices and criteria described in the National Cooperative Highway Research Program (NCHRP) Research Report 1043. This task includes a field visit to observe and document existing conditions onsite. Concept review findings and the design criteria summary table will be submitted to the County prior to the Notice to Proceed meeting. The following design criteria are anticipated for this project (in descending order):

- Douglas County Roadway Design and Construction Standards (Most Recent)
- National Cooperative Highway Research Program (NCHRP) Research Report 1043
- Colorado Department of Transportation Roadway Design Guide (2023)
- AASHTO Policy on Geometric Design of Highways and Streets (2018)
- AASHTO Roadside Design Guide (2011)

Once concurrence on the design criteria is received, preliminary design will commence to roughly the 30% level. Roundabout design checks will be performed as a part of the 30% design task and the results summarized via exhibits. Right of way and easement needs will be determined during preliminary design to provide the County adequate time for acquisition. Because the right of way and easement needs will be determined at an early design stage, it is anticipated that the amount of take will be on the conservative side to accommodate minor changes as design progresses.

Design will be performed in Autodesk Civil3D. A roll plot will be prepared depicting the 30% design. A construction cost estimate will be prepared to accompany the 30% design roll plot. Quality control reviews will be performed on all documents prior to submission to the County. No specifications are anticipated at the 30% level.

Assumptions/Exclusions

- Alternatives will be depicted on a roll plot – no detailed plan sheets will be required.

Deliverables

- Design Criteria Table
- Preliminary 30% Design Roll Plot
- Roundabout Design Checks Package
- Preliminary 30% Cost Estimate
- Electronic design files (upon request)

Task A-7 – Hydrology and Hydraulics

Drainage design will begin with a field visit to observe and document existing conditions onsite. Next, drainage will review existing drainage reports and plans for the area. The drainage design will follow Douglas County Storm Drainage Design and Technical Criteria Manual. Conceptual drainage design will be shown in plan view via Autodesk Civil 3D and referenced into the roadway roll plots.

Existing and proposed hydrology, using the Rational Method, will be completed for the project. Proposed hydraulics for closed storm will be completed using Mile High Flood Control District (MHFD) MHFD-Inlet and StormCAD.

Assumptions/Exclusions

- Water quality and detention design will not be required.

Deliverables

- Preliminary 30% Drainage Report
- 90% Drainage Report
- 100% Drainage Report

TASK B – FINAL DESIGN

Task B-1 – Subsurface Utility Engineering and Utility Plans (Harris Kocher Smith)

For this task, the project approach includes an iterative field investigation for utility mapping. Initial utility mapping will be based on QL-B designation (if traceable using conventional electromagnetic utility detection equipment) for all “dry utilities” (electric, gas and telecommunications) and water, and QL-C designation for all storm and sanitary sewers (unless QL-B is attainable via optical methods). Utility mapping for all quality levels will include utility type, ownership, size, and material, based on available record information provided by the utility owner and observed utility characteristics. All marked utilities will be surveyed based on project control.

HKS will provide an Existing Utility Plan, sealed by a Colorado registered Professional Engineer, verifying utility quality levels in accordance with ASCE 38-22, and documenting reasonable rationale for not achieving QL-B designation (if necessary). Utility mapping data will also be provided in an electronic format in accordance with County requirements.

After the QL-B SUE investigation is completed, HKS will review the design information and develop a utility conflict matrix. HKS will recommend to the design team where supplemental field investigation is necessary for the project, based on ASCE 38 standards, the proposed project excavation, and engineering judgement. Selection of the appropriate utility imaging method is dependent on multiple project-specific variables, such as, soil composition, utility depth, utility material, sewer flow volumes, etc. The utility conflict matrix will be used to identify test hole locations. After test holes are performed, the Existing Utility Plan will be updated with all collected information. HKS will work with Olsson and the County to assist with utility relocation coordination as needed.

Assumptions/Exclusions

- QL-B mapping will only be performed if it is not provided by County’s surveyor.
- 20 test holes assumed.

Deliverables

- Existing Utility Plan
- QL-B .DWG Base File

Task B-2 – Roundabout Design

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. Plan sheets will be 11x17 prepared in Autodesk Civil3D. The following sheet list is anticipated for the 90% submittal:

- Title Sheet
- General Notes
- Typical Sections
- Survey Control and Tabulation (by others)
- Geometric Control Layout
- Summary of Approximate Quantities
- Removal Plans
- Roadway Plan and Profile
- Flowline Plan and Profile
- Roadway Details
- Concrete Jointing Plans
- Stormwater Drainage Plan and Profile
- Grading, Erosion, and Sediment Control Plans
- Subsurface Utility Engineering Plans (by subconsultant)
- Construction Phasing Plans
- Signage and Striping Plans and Details
- RRFB Plans
- Cross Sections (25-foot interval)

In addition to the plans, a 90% level specifications package, cost estimate, and GESC report will be prepared. Quality control reviews will be performed on all documents prior to submission to the County. 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
- Drainage Tabulation
- Construction Traffic Control Tabulation
- Construction Traffic Control Plans
- Signage and Striping Tabulation

Quality control reviews will be performed on all documents prior to submission to the County. The 100% documents will be signed and sealed by a Colorado licensed Professional Engineer.

Assumptions/Exclusions

- Landscape and irrigation design will be performed by others. If needed, landscape and irrigation design could be added to the scope.
- Retaining wall design is not anticipated and is excluded. If needed, retaining wall design could be added to the scope and performed by Olsson.
- Utility relocations are not anticipated and are excluded. If needed, utility relocation design could be added to the scope and performed by Olsson.
- Comments supplied on the 90% submittal will not result in substantial changes to the roundabout design layout.

Deliverables

- 90% Plans
- 90% Specifications
- 90% Cost Estimate
- 90% GESC Report
- 100% Plans
- 100% Specifications
- 100% Cost Estimate
- 100% GESC Report
- Electronic design files

Task B-3 – Geotechnical Engineering and Pavement Design

Olsson understands geotechnical evaluation and pavement design will be performed by others. Olsson will assist the County in determining boring locations as well as incorporating geotechnical information into the plans.

Assumptions/Exclusions

- Geotechnical investigation and evaluation to be performed by others.
- Full geotechnical report will be made available to Olsson.

Deliverables

- None

Task B-4 – Environmental Clearance

No environmental clearances are anticipated to be needed on this project. If they become required, these services could be added to the scope.

Assumptions/Exclusions

- No environmental clearances will be required.

Deliverables

- None

Task B-5 – Structural Engineering

No structural engineering services are anticipated to be needed on this project. If they become required, these services could be added to the scope.

Assumptions/Exclusions

- No structural engineering services will be required.

Deliverables

- None

Task B-6 – Bidding and Construction Assistance

Olsson will provide assistance during bidding and construction in the form of answering contractor questions, responding to RFIs, and reviewing material. The following quantities have been assumed for bidding and construction assistance:

- Five (5) contractor questions at 1 HR / each.
- Ten (10) RFIs at 3 HR / each.
- Ten (10) submittals at 2 HR / each.
- Three (3) site visits at 3 HR / each.

Assumptions/Exclusions

- Bidding and construction assistance quantities roughly as described above.
- Attendance at regular construction meetings will not be required.
- Material testing will be performed by others. If needed, material testing could be added to the scope.

Deliverables

- None

Task B-7 – Lighting Design

Olsson will design intersection street lighting at Waterton Road with Eagle River Street. Design will align with CDOT standards and specifications. Standard street lighting practice outlined by CDOT will be followed for new lighting in the designated project area. Lighting design will be coordinated with Douglas County staff to ensure we are using the latest design criteria, including roadway and area classification, pole mounting height, and luminaire output while also conforming to applicable standard details, specifications, and/or materials as applicable. A photometric analysis considering illuminance will be prepared and submitted to Douglas County staff to ensure compliance with standards are met. Proposed power source locations will be reviewed with power provider and coordinated to ensure power feed can be provided. Voltage drop and circuitry will be reviewed to determine optimum placement of control equipment for current and potential future build of the public street system. All necessary information required will be included on plans, including but not limited to lighting general notes, plan sheets, quantification sheets, and detail sheets, as required.

Assumptions/Exclusions

- Continuous Lighting for the Waterton Road corridor or Eagle River Street is excluded.
- Traffic studies are excluded.
- Right-of-way and easement descriptions, exhibits, or plans will be handled by others.
- Construction administration, testing, inspection, or observation is excluded.
- Any services not specifically detailed in the scope.

Deliverables

- 90% Lighting Plans
- 100% Lighting Plans

Task B-8 – Additional Services

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.

Assumptions/Exclusions

- None

Deliverables

- TBD

Exhibit B - Fee Estimate
Project No. CI 2025-007
Waterton – Eagle River Intersection Roundabout



Task Description	Project Manager	Lead Engineer	Senior Engineer	Project Engineer	Associate Engineer	Assistant Engineer	Administrative Coordinator	Total
A-1 - Project Administration/Management								
Project Administration/Management	24	0	0	16	0	0	12	\$ 3,335.48
Subtotal	24	0	0	16	0	0	12	\$ 3,335.48
A-2 - Project Meetings								
Notice to Proceed Meeting	2	2		2	2			\$ 560.00
Monthly Project Meetings (Assume 5)	8			5	5			\$ 1,226.45
Preliminary Design Review Meeting	2	2		2	2			\$ 560.00
Subtotal	12	4	0	9	9	0	0	\$ 2,346.45
A-3 - Design Survey								
Review Design Survey		4		4				\$ 593.55
Subtotal	0	4	0	4	0	0	0	\$ 593.55
A-4 - Right of Way								
Right of Way Identification		2		6		8		\$ 908.39
Subtotal	0	2	0	6	0	8	0	\$ 908.39
A-5 - Subsurface Utility Engineering and Utility Plans								
See Below								\$ -
Subtotal	0	0	0	0	0	0	0	\$ -
A-6 - Roundabout Design								
Design Criteria Development, Review Concept		4		2	16			\$ 1,259.35
30% Design & Roll Plot	4	16		14	92	92		\$ 11,209.03
Subtotal	4	20	0	16	108	92	0	\$ 12,468.39
A-7 - Hydrology and Hydraulics								
Field Visit			2			4		\$ 328.39
Review Existing Plans and Reports			2			4		\$ 328.39
Existing Hydrology			4			16		\$ 1,010.32
Proposed Hydrology			4			16		\$ 1,010.32
Proposed Hydraulics			4			16		\$ 1,010.32
Phase I Drainage Report			8			60		\$ 3,258.06
Subtotal	0	0	24	0	0	116	0	\$ 6,945.81
B-1 - Subsurface Utility Engineering and Utility Plans								
See Below								\$ -
Subtotal	0	0	0	0	0	0	0	\$ -
B-2 - Roundabout Design								
90% Design, Plans, Specs, Estimate	12	20	24	42	220	362	0	\$ 34,116.77
100% Design, Plans, Specs, Estimate	8	12	12	26	92	172	0	\$ 16,420.65
Subtotal	20	32	36	68	312	534	0	\$ 50,537.42
B-3 - Geotechnical Engineering & Pavement Design								
Coordination & Boring Identification		2		4		2		\$ 514.19
Subtotal	0	2	0	4	0	2	0	\$ 514.19
B-4 - Environmental Clearance								
NO WORK ANTICIPATED								\$ -
Subtotal	0	0	0	0	0	0	0	\$ -
B-5 - Structural Engineering								
NO WORK ANTICIPATED								\$ -
Subtotal	0	0	0	0	0	0	0	\$ -
B-6 - Bidding and Construction Assistance								
Bidding & Construction Support				29	27	8		\$ 3,565.81
Subtotal	0	0	0	29	27	8	0	\$ 3,565.81
B-7 - Lighting Design								
90% Design & Plans		2		8		24		\$ 1,744.52
100% Design & Plans		1		8		16		\$ 1,307.10
Subtotal	0	3	0	16	0	40	0	\$ 3,051.61
B-8 - Additional Services								
Additional Services				40		40	72	\$ 6,369.03
Subtotal	0	0	0	40	0	40	72	\$ 6,369.03
TOTAL HOURS	60	67	60	208	456	840	84	\$ 90,636.13
Labor Rate	\$ 81.94	\$ 83.87	\$ 75.81	\$ 64.52	\$ 49.68	\$ 44.19	\$ 28.06	
Direct Labor	\$ 4,916.13	\$ 5,619.35	\$ 4,548.39	\$ 13,419.35	\$ 22,652.90	\$ 37,122.58	\$ 2,357.42	
Total Direct Labor								\$ 90,636.13
Overhead							185.69%	\$ 168,302.23
Fixed Fee (10%, Subject to Negotiation)								\$ 25,893.84
Expenses								
Mileage						300 miles @ \$0.70/mi.		\$ 210.00
Subconsultants								
Harris Kocher Smith (Subsurface Utility Engineering)								\$ 43,950.00
Vendors								
N/A								\$ -
TOTAL FEE								\$ 328,992.20

Labor rates provided are averages by labor category - costs billed will be actual labor costs.

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