

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 **Alfred Benesch & Company**, an Illinois C-corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for the Chambers Road and Lincoln Avenue Intersection Improvements Project, Douglas County Project Number CI 2024-024; 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: Brolin Bundy, P.E., Project Manager, (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 Six Hundred Fifty Thousand Dollars (\$650,000.00) 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 July 23, 2025 and terminate at 12:00 a.m. on August 1, 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: Brolin Bundy, P.E., Capital Improvements
Project Manager
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7490
E-mail: bbundy@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: Travis Greiman, PE, Project Manager
Benesch
7979 E. Tufts Avenue, Suite 800
Denver, CO, 80237
Phone: 720.473.7587
E-mail: TGreiman@benesch.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.

Alfred Benesch & Company

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 _____, 20____, 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 WORK AND DELIVERABLES
CHAMBERS ROAD AND LINCOLN AVENUE INTERSECTION IMPROVEMENTS PROJECT
DOUGLAS COUNTY
PROJECT NUMBER CI 2024-024**

INTRODUCTION

Alfred Benesch & Company (CONSULTANT) will provide engineering services included in this scope of work to Douglas County (COUNTY). The CONSULTANT team will complete the traffic analysis, roadway design, SUE, drainage design, and associated specifications and details for the Chambers Road and Lincoln Avenue Intersection Project.

Scope of Work Item	Benesch	105 West	UMS	Kumar	ATD
Project Management	X				
Public Outreach Support	X				
Analysis of Alternatives	X				
Traffic Counts					X
Roadway Design	X				
Subsurface Utility Engineering Plans			X		
Utility Coordination	X				
Topographic Survey		X			
Survey Control Diagram		X			
Test-Holing of Signal Pole Locations and other potential utility conflicts			X		
Geotechnical Investigation and Analysis (Pavement)				X	
Hydrology & Hydraulics (including WQ)	X				
SWMP	X				
Signing	X				
Striping	X				
Signals	X				
Traffic Control Plans	X				
Specifications	X				
Cost Estimates	X				

PERFORMANCE PERIOD

This scope of work will be completed by February 2026.

ASSUMPTIONS

- Project will start with SUE QL-D mapping and QL-B utility designation. As utility conflicts are identified, potholing will be performed to provide QL-A information at those locations.
- No property/ROW mapping. Project is entirely within COUNTY ROW.
- AutoCAD software will be used in the development of the design.

Douglas County will provide:

- Available existing AM and PM peak hour turning movement counts.

Tasks by the CONSULTANT Project Team include the following:

A. PROJECT MANAGEMENT

- 1) On-Site Project Meetings. The team will conduct an internal project kick-off meeting in accordance with our quality management requirements. Select team members will attend an on-site initial project meeting with the COUNTY.
- 2) Progress Meetings. COUNTY and the CONSULTANT Project Team will meet as required. A total of eight (8) progress meetings are included in this scope of work. These progress meetings will be used to coordinate and track the work effort and resolve problems. It is assumed these meetings will occur via video call.
- 3) Project Management. The CONSULTANT PM will coordinate the work tasks being accomplished by the entire CONSULTANT Project Team to ensure project work completion stages are on schedule. Project staffing and assigning of tasks, scheduling and invoicing are included within this task.
- 4) Project Gantt Chart. The CONSULTANT PM will provide a project schedule in a bar chart format at the pre-design meeting. This schedule will be updated monthly and discussed at all progress meetings.
- 5) Meeting Minutes. The CONSULTANT PM will provide written meeting minutes for all meetings involving project stakeholders.

B. DATA COLLECTION AND ANALYSIS

- 1) Survey/Topo Base Files. CONSULTANT will conduct a topographic survey of the intersection and deliver base plans for the design.
- 2) Utility Investigation. The CONSULTANT will perform request locates, perform QL-D utility mapping, and provide QL-B utility designation.
 - a) As necessary to support roadway design, the CONSULTANT will perform potholes to gather QL-A information on potential utility conflicts. 40 potholes are assumed.
- 3) Geotechnical Investigation. The CONSULTANT will perform the following work to support pavement section design.
 - a) Drill four (4) exploratory borings within the project limits. The borings will be made to obtain information on the subsurface profile, to obtain samples for laboratory testing, and to estimate the ground-water level and depth to bedrock, if encountered within the drilled depth.

- b) Conduct a laboratory testing program on selected samples obtained from the borings to determine:
 - Moisture content
 - Density of undisturbed fine-grained samples
 - Gradation characteristics of coarse-grained samples
 - Consolidation and/or swell potential of fine-grained soil samples
 - Atterberg limits
 - Water Soluble Sulfates
 - Hveem stabilometer (R-value)
 - Moisture-density relationships (Proctor)
 - c) Analyze the data obtained from the field and laboratory portions of the study to provide engineering recommendations for:
 - Earthwork including temporary slopes, suitability of on-site soils for use as engineered fill, subgrade preparation measures, and fill placement and compaction criteria
 - Surface drainage
 - Mitigation of sulfate attack, if any, on concrete
 - Pavement thickness design in accordance with the County pavement design standards and procedures
 - d) Prepare a report to summarize the site exploration data, laboratory test results, observations, and provide our conclusions and recommendations. The field work and report preparation will be supervised by a registered professional engineer.
- 4) Design Criteria. Review and create design criteria based on COUNTY and relevant federal guidance documents.
- 5) Traffic Analysis. The CONSULTANT will obtain, review, and evaluate available existing AM and PM peak hour turning movement counts for the intersection.
- a) The COUNTY will provide the existing turning movement counts and existing signal timing at the intersection.
 - b) The CONSULTANT will collect 13 hours (6AM – 7PM) turn movement counts at the intersection of Lincoln Avenue and Chambers Road.
 - c) The CONSULTANT will provide a summary of all collected and analyzed information as an existing conditions assessment.
 - d) The CONSULTANT will provide summary of left turn queues (on east and westbound Lincoln) and right turn queues (on northbound Chambers) and needed stacking area to accommodate demand. The CONSULTANT will review adding a left turn lane on east and westbound Lincoln and installing a new right turn lane on northbound Chambers.
- 6) Exhibits and COUNTY Review. CONSULTANT will prepare a roll plot exhibit of the proposed design and present it to the COUNTY for review and feedback.

C. PRELIMINARY DESIGN

- 1) Roadway Design.
 - a) Review of selected alternative.
 - b) Preliminary horizontal and vertical alignment design of roadway alignment intersection modifications.
- 2) Drainage Engineering. It is assumed a Drainage Report will be required.
 - a) Data Review. Obtain and review existing drainage data from available sources. Review how proposed alternative may impact existing drainage patterns.
 - b) Minor Structures. Determine locations, sizes, and alignment based on preliminary hydraulic design, as necessary. Prepare preliminary structure cross-sections and determine elevations, flow lines, slopes and lengths of the structures. Includes water quality features.
 - c) Major Structures. Not included.
- 3) Prepare the preliminary cost estimate for the work described in the 50% plans based on estimated quantities.
- 4) Preparation for the 50% submittal:
 - a) Coordinate, complete, and compile the plan set. The 50% plans shall include:
 - Title Sheet
 - Standard Plans List (Douglas County/CDOT)
 - Summary of Approximate Quantities
 - General Notes
 - Typical Sections
 - Survey Control Diagram and Tabulation
 - Geometric Control Layout
 - Removal Plans
 - Roadway Plan and Profiles
 - Median Lip Profiles
 - Stormwater Drainage Plans
 - Signage and Striping Plans
 - Construction Phasing Plans
 - Construction Traffic Control Plans
 - b) Submit the 50% plans in electronic PDF format to the COUNTY for review.
- 5) 50% Review. Attend a review meeting with the COUNTY to review the submittal and the COUNTY's comments and receive approval to proceed with final design plans. Prepare meeting minutes and a comment matrix.

D. 90% DESIGN

- 1) Roadway Engineering. CONSULTANT will perform the following final design roadway engineering tasks associated with the design of the improvements:
 - a) Final design of horizontal and vertical alignments.
 - b) Final signing and striping layout.
- 2) Signing and Striping Plans. Prepare and provide permanent signing/pavement marking plans according to MUTCD and COUNTY criteria, including new signage.
- 3) Utilities. Compare the roadway design against known utility locations to avoid utility impacts. Where necessary, engage subconsultant for QL-A potholes. If conflicts are unavoidable, proceed with utility coordination for relocation design.
- 4) Hydrology/Hydraulic Engineering.
 - a. Data Review. Review data and information developed under the Preliminary Hydraulic Investigation and update in accordance with decisions made.
 - b. Minor Structures.
 - i. Complete final design for minor drainage structures. Finalize horizontal and vertical locations and sizes for all drainage structures based on hydraulic design. Includes water quality features.
 - ii. Finalize structure cross-sections and profiles to determine the elevations, flow lines, slopes, and lengths of structures.
 - iii. Prepare final construction plans.
 - c. Erosion Control Plan. Prepare a Storm Water Management Plan in accordance with the COUNTY's Drainage Criteria Manual and Municipal Separate Storm Sewer Systems (MS4), CDPHE's Construction Discharge Permit System requirements, CDOT's Erosion Control and Storm Water Quality Guide, local agency SWMP/GESC/EC requirements, CDOT's Standard Specifications, CDOT Standard Plans and other appropriate documents.
 - d. Prepare a Final Drainage Report.
- 5) Plan Preparation for the 90%
 - a) Coordinate the Packaging of the Plans. Collect plans from all design elements and collate the plan package. Calculate plan quantities and prepare the tabulations.

The 90% plans prepared by CONSULTANT shall include the following sheets (as appropriate):

- Title Sheet
- Typical Sections
- General Notes

- Survey Control Diagram and Tabulation
- Geometric Control Layout
- Removal Plans
- Roadway Plan and Profiles
 - Median Lip Plan and Profile
 - Existing and proposed pavement cross slopes
 - Survey control points and alignment horizontal control
 - Existing and proposed grades at utility structures (if needed)
- Stormwater Drainage Plans
- Subsurface Utility Engineering Plans
- Construction Phasing Plan
- Signage and Striping Plans, Tabulations, and Details
- Roadway Cross Sections (25 feet interval)

- b) Specifications. In addition to the plan sheets, the Special Provisions shall be provided. This will consist of any unique Project Special Provisions which have to be written specifically for items, details and procedures not adequately covered by the COUNTY or CDOT's Standard Specifications and Standard Special Provisions. The Project Special Provisions shall be provided in the CDOT format and submitted with the project plans.
 - c) Prepare the 90% estimate.
 - d) QA/QC. Perform QA and QC for plans and specifications. This task includes interdisciplinary review and crosschecks.
 - e) Submit the 90% plans and specifications in electronic PDF format to the COUNTY.
- 6) 90% Review. CONSULTANT will attend the review meeting and prepare meeting minutes.

E. FINAL DESIGN

1) Final Plans.

- a. The 90% plan sheets and the specifications shall be revised in accordance with the 90% meeting comments and submitted to the COUNTY within 3 weeks after the review meeting.

The Final plans prepared by CONSULTANT shall include the following sheets (as appropriate):

- Title Sheet
- Standard Plans List
- Typical Sections
- General Notes
- Summary of Approximate Quantities
- Tabulation of Quantities
- Survey Control Diagram and Tabulation
- Geometric Control Layout
- Removal Plans
- Roadway Plans and Profiles (including necessary details)
 - Median Lip Plan and Profile

- Stormwater Drainage Plans (including necessary details)
 - Grading, Erosion, and Sediment Control Plans
 - Subsurface Utility Engineering and Utility Plans
 - Construction Phasing Plan
 - Construction Traffic Control Plans
 - Signage and Striping Plans, Tabulations, and Details
 - Roadway Cross Sections (25 feet interval)
- b. Final cost estimate and specifications.
- c. Final Drainage Report.
- 2) Provide any requested miscellaneous bid documents such as bid schedules or invitations for bid, based on COUNTY templates.
- 3) Submit the final plans, specifications and estimate to the COUNTY for bid.
- 4) Advertisement Support. Provide the following when requested by the COUNTY:
- a. Contractor Questions. Assist COUNTY with answering questions on the plans and specifications during the advertisement period.
 - b. Revisions Under Ad. Provide revisions to plans and specifications when clarifications or changes are required on the advertisement package.


F. EXCLUSIONS

The following are not included in this scope and their inclusion is subject to a change in scope, schedule and/or fee: full Value Engineering workshops, right-of-way plans, and permit applications. Services after design including shop drawing review, field observations/inspection, and as-built plans are not included and will be included in separate task orders.

LIST OF DELIVERABLES:

- Design Criteria
- Geotechnical Investigation Report
- Geotechnical Recommendations Report
- Preliminary and Final Drainage Report
- Roll Plot Exhibit (Concept Design)
- 50% Design Plans
- 90% Design Plans
- 100% Design Plans
- Cost Estimate
- Specifications
- Advertisement Package

EXHIBIT B

Lincoln and Chambers Intersection Improvements														
Douglas County														
7/3/2025														
	Sabo	Forni	Greiman	Lehto	Abernathy	Moschovich	Romero	Dankenbring	Federbusch					
	Principal	Constructa bility	Senior PM	Deputy PM/Roadw ay Design	Hydraulics - PM I	PM I - Traffic Analysis	PM II	Designer II	Designer II	Total Hours	Benesch Labor Fee	Mileage	Sub Consultants	Sub-Task Fees
Hourly Rates:	\$ 250	\$ 216	\$ 232	\$ 149	\$ 172	\$ 172	\$ 206	\$ 125	\$ 125					
Design														
Subs														
105 West - Survey													\$ 78,985	\$ 78,985
UMS - SUE (QL-D to QL-B)													\$ 154,178	\$ 154,178
UMS - SUE (QL-A)													\$ 79,429	\$ 79,429
Kumar - Geotechnical													\$ 6,960	\$ 6,960
All Traffic Data													\$ 1,300	\$ 1,300
A) Project Management														
Progress Meetings (8 meetings, video calls)			16	16	8	2	2	6		50	\$8,978			\$ 8,978
Project Management (8 months)			16							16	\$3,712			\$ 3,712
Preliminary Design Presentations	2		4	4	4	2	2			18	\$3,468			\$ 3,468
B) Data Collection and Analysis														
Site Visit			2	2	4			2		10	\$1,700	\$ 50		\$ 1,750
Design Criteria			2	2	4		2			10	\$1,862			\$ 1,862
Existing Conditions Research						8				8	\$1,376			\$ 1,376
Synchro Model Development						8			16	24	\$3,376			\$ 3,376
Recommendations and Report						32			8	40	\$6,504			\$ 6,504
C) 50% Design Plans														
Horizontal/Vertical Roadway Design				80				160		240	\$31,920			\$ 31,920
Signing/Striping Design							8		32	40	\$5,648			\$ 5,648
Signal Plans							16		32	48	\$7,296			\$ 7,296
Drainage Design/Report					195					195	\$33,540			\$ 33,540
Cost Estimate								8		8	\$1,000			\$ 1,000
50% Plans & Submittal				16				40		56	\$7,384			\$ 7,384
50% Review Meeting			2	2	2		2			8	\$1,518	\$ 25		\$ 1,543
D) 90% Design Plans														
Horizontal/Vertical Roadway Design				80				160		240	\$31,920			\$ 31,920
Details								40		40	\$5,000			\$ 5,000
Utilities								80		80	\$10,000			\$ 10,000
Signing/Striping Plans							8		24	32	\$4,648			\$ 4,648
Signal Plans							8		24	32	\$4,648			\$ 4,648
Construction Phasing and Traffic Control Plans							40		60	100	\$15,740			\$ 15,740
Erosion Control Plans					4			40		44	\$5,688			\$ 5,688
Drainage Design/Report					165					165	\$28,380			\$ 28,380
Cost Estimate			2					8		10	\$1,464			\$ 1,464
Specifications		4	8							12	\$2,720			\$ 2,720
Compile/Submit 90% Plans		8		16				40		64	\$9,112			\$ 9,112
90% Review Meeting			2	2	2		2			8	\$1,518	\$ 25		\$ 1,543
E) 100% Design Plans / Advertisement														
Cost Estimate			2					8		10	\$1,464			\$ 1,464
Specifications		2	4							6	\$1,360			\$ 1,360
100% Plans				16	30			80		126	\$17,544			\$ 17,544

Misc. Bid Documents			2	4				4		10	\$1,560			\$ 1,560
Compile/Submit 100%				16				40		56	\$7,384			\$ 7,384
Advertisement Support		4	4	4	4					16	\$3,076	\$ 25		\$ 3,101
SUBTOTAL	2	18	66	260	422	52	90	716	196	1822	\$ 272,508	\$ 125	\$ 320,852	\$ 593,485
F) Contingency														
Contingency (as approved by County)														\$ 56,515
TOTAL	2	18	66	260	422	52	90	716	196	1822	\$ 272,508	\$ 125	\$ 320,852	\$ 650,000
Assumptions:														
Design will be completed using AutoCAD C3D														

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

May 16, 2025

REQUEST FOR PROPOSALS (RFP)

**FOR CONSULTANT SERVICES TO ASSIST DOUGLAS COUNTY WITH THE
CHAMBERS ROAD AND LINCOLN AVENUE INTERSECTION IMPROVEMENTS
PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2024-024**

Douglas County Department of Public Works Engineering (the "County") is requesting proposals for a professional service contract for roadway improvements at the Chambers Road and Lincoln Avenue intersection.

The Respondents to this RFP should prepare their proposals in order to allow the County the option of amending the final design contract to include construction management services, including inspection and material testing, should the County elect to utilize the same consultant for both pre-construction and construction project phases.

This Request for Proposals (RFP) is not being advertised, but it is being distributed via email, to the consulting firms listed below, which were previously selected (short listed) for 2025-2026 by the County to provide consultant services under our "Major and Minor Roadway Projects" category. A total of five (5) firms were asked if they were interested in receiving an RFP for this project and all have requested this RFP be sent to them:

**Basis Partners
Benesch
HDR Engineering
Muller Engineering
Stanley Consultant**

If your firm elects to not submit a proposal (or is unable to submit a proposal), please notify **Brolin Bundy, Project Manager** via email at bbundy@douglas.co.us before **May 21, 2025** as the County may elect to solicit other firms to submit a proposal for this project.

Consulting firms responding (Respondents) are required to submit **one (1)** electronic PDF copy of their proposal to:

**Brolin Bundy, P.E., Project Manager
Douglas County Government
Department of Public Works Engineering
100 Third Street, Suite 220
Castle Rock, CO 80104**

Electronic submittals to bbundy@douglas.co.us

Proposals are due no later than 11:00 a.m. on June 6, 2025.

Proposal must be received no later than the time and date set forth in the **RFP**. Proposals received by Douglas County after the time and date specified shall be considered non-responsive and shall be returned to the Respondents and will not be evaluated.

Douglas County requires that you identify a **Project Manager** in your proposal who will serve as a primary contact person and the **Project Manager** will need to be available to answer questions via email or over the telephone regarding the Respondents proposal and attend an oral interview (if applicable) after evaluation of your written proposal.

Additionally, the proposed **Project Manager** shall be the primary point of contact throughout the project duration, which is anticipated to be 1 year (if the initial contract is amended by the County for additional design services). Additionally, the Respondents need to identify a person to serve as a **Deputy Project Manager** during the consultant selection process and for the anticipated project duration. The primary role for identifying a Deputy Project Manager is to serve as the consultant point of contact when consultant Project Manager is unavailable; and it is desirable that the Deputy Project Manager is familiar with the project and performs other project related tasks.

Project Reference Documents Available to Respondents

The following information is available to the Consultants from the County:

- Lincoln Roadway Plans from 2016
- Lincoln Design Criteria

The email from Douglas County, which contained this RFP, also included the above-mentioned files. If the files were not received, please contact **Brolin Bundy**.

Respondents Inquiries

Questions about this RFP shall be directed by email to:

Brolin Bundy, Project Manager via email at bbundy@douglas.co.us on or before **5 pm on May 28, 2025**. All questions will be kept confidential except for those that are specifically related to corrections and / or clarifications in the County's RFP.

From the issuance date of this RFP until a selection is made, **Brolin Bundy** is the sole point of contact for issues or clarifications concerning this RFP and all correspondence shall be done via email. Respondent questions should anticipate a response to their questions within five (5) business days, so Respondents are encouraged to submit their questions early.

Legal Notice to Respondents

Distribution of this request for proposal **via email** is considered legal notice to those firms short listed to receive an RFP for this project. Respondents are individually

responsible for ensuring that the contact information the County has available is current. The County has made a reasonable effort to ensure that the electronic contact information is correct based on all forms of contact that was provided to the County prior to the issuance of this RFP.

Notifications to Unsuccessful Respondents

Pre-Award and Post-Award Notices of Exclusion. Douglas County shall notify unsuccessful Respondents in writing **via email** of exclusion from award and will also notify Respondents that were not selected to participate in the oral presentation / interview phase of the selection process (when applicable).

Debrief. Consultants not selected can request for a debrief with the Douglas County Project Manager, which will occur about 9 to 12 weeks after the selection process is completed.

Schedule for those responding to this Request for Proposals

Anticipated **RFP Schedule** and Contract Award Schedule (subject to change)

- a. **05/16/25** - RFP made available via email to the firms on the short list
- b. **05/21/25** - Deadline for Respondents to notify Douglas County if not interested in or able to submit a proposal
- c. **05/28/25** - Questions to Douglas County regarding the RFP are due
- d. **06/06/25** - **Electronic Proposals are due at 11:00 am**
- e. **06/19/25** - Selection committee completes review and ranking proposals
- f. **06/20/25** - **Notification of selected consultant (if no interview required)**
 - 6/23/25** – begin to finalize Scope and negotiate Final Fees
- g. **06/20/25** - Notification to participate in an interview (if applicable)
- h. **06/26/25** - **Presentation / Interview (if applicable)**
- i. **06/27/25** - Notification of selected consultant (if interview is required) and on or around **06/30/25** – County and Consultant selected will begin to finalize Scope and negotiate Final Fees

The County will try diligently to notify the contact person(s) identified in the proposal (preferably the Project Manager and / or Deputy Project Manager) of our intent to conduct an oral interview with Respondents selected.

Selection Process

1. Evaluation Criteria

Proposals will be evaluated and scored according to the following criteria:

i.	Firm Capabilities and Qualifications for this project ^^	10 pts.
ii.	Project Team's past performance and relevant experience	20 pts.
iii.	Project Approach and Understanding of Critical Issues **	25 pts.
iv.	Draft Scope of Services ##	20 pts.
v.	Draft Project Schedule	10 pts.
vi.	Estimated Fee	15 pts.

** Respondents project approach and understanding of critical issues shall be reflected in both the written text (included as part of the page limitation) as well as in illustrations in **Appendix A**.

Respondents Draft Scope of Services, provided in **Appendix B-1** is a major part of the proposal evaluation criteria.

^^ The example plans provided by the Respondents in **Appendix D** will be taken into consideration in awarding points; this level of plans shall be expected on this Project should the Respondent be selected to be awarded a contract.

Additional RFP Information:

1. Submission Requirements

In addition to submittal requirements on page one, the Respondents proposal to the County requires the following:

- a. Signatures – Proposals shall be signed by a duly authorized official.
- b. Format – Proposals can utilize reference tabs as appropriate, and the electronic PDF format can utilize either landscape or portrait layout.
- c. Respondents are **REQUIRED** to provide an electronic PDF copy to the County via email or on a single USB thumb drive.

One “page” is defined as one standard 8-1/2 x 11-inch sheet of paper. All charts, graphic displays, etc. must be of readable size. Foldouts on 11 x 17-inch sheets to illustrate particular items are permitted in the proposal in the **Appendices**.

If the Respondent uses an 11 x 17-inch sheet within the main body of the Proposal, then it will be considered to be two pages (the exception applies only for the example plans and illustrations of proposed concept plans that are contained in appendixes which are not part of the page limitation).

All proposals shall be submitted in either **Times New Roman** or **Arial**, using no less than eleven (11) point font and preferably twelve (12) point font in most cases.

Page Limitations - Proposals shall not exceed a total of **EIGHT (8)** single-sided pages. The total page limitation does **not** include: a one-page cover letter, the required section tabs, and all required appendix materials for this Proposal, (illustrations / graphics, draft scope of services, draft deliverables, draft schedules, example plans, and resumes of key personnel. There is no reason to submit letters of a commendation for this RFP).

Respondents shall submit a **Draft Scope of Services, which contains a list of Draft Deliverables, Draft Project Schedule and Estimated Fees** as part of their Proposal, which shall be included in **Appendix B (see below)**.

The Respondents shall submit one-to-three-page resumes of key members of the Consultant Project Team, which shall be included in **Appendix C**.

Additional Respondents Requirements

1. Proposals should contain and will be evaluated based on the following sections:
 - a. Cover letter that serves as an executive summary of the Proposal, highlighting the value and commitment your project team will bring to this project (one page).
 - b. Firm Capabilities and Qualifications (1 page maximum)
 - c. Project Team's past performance / relevant project experience (2 pages maximum)
 - d. Project approach & understanding of critical issues (suggest 3-5 pages)
 - e. Illustrations of proposed improvement concepts and other graphics to depict project issues (no more than 4 pages on 11x17) (include in **Appendix A-1**)
 - f. Consultant's detailed Draft Scope of Services (in **Appendix B-1**)
 - g. Consultant's Draft List of Deliverables (in **Appendix B-2**)
 - h. Consultant's Draft Project Schedule (11x17) (include in **Appendix B-3**)
 - i. Consultant's Estimated Fees (include in **Appendix B-4**)
 - j. Resumes of key members of the Project Team (include in **Appendix C**)
 - k. Example Plans (no more than 8 pages on 11x17 where up to 4 of these sheets should be related to the SUE / utility plans including one (1) utility tabulation sheet, one (1) utility matrix sheet, and two (2) utility plan sheets) representing the quality of plans the Consultant will deliver to the County should they be selected (in **Appendix D**)

2. Consultant Team's Availability to Assist the County for this Project

The consultant team should identify key staff that will be available to assist the County in preparing final design plans, specifications, and estimates (PS&E) construction documents for the project. This work is anticipated to occur over twelve (12) to eighteen (18) months from when notice to proceed (NTP) is issued to the selected consulting team.

3. Period of Performance

Performance shall commence as of the date specified in the notice to proceed, which is typically within ten (10) days from the date of award of Contract and shall continue until the work is completed.

The Consultant will be required to perform the work until it has been accepted by Douglas County with an anticipated Contract duration of twelve (12) to eighteen (18) months, with the possibility of amending the initial contract for additional services.

Initial project milestones should be identified by the Respondent in their Draft Scope of Services and Project Schedule. Additional milestones may be added as work progresses under the proposed contract.

4. Award of Public Contract for Services (Contract)

Award of a Contract from this RFP will be based on a competitive proposal procedure, taking into consideration the consultant capabilities and qualifications, and evaluation of the Respondents proposal against the RFP evaluation criteria; and based on the oral presentation and interviews by those Respondents selected to be interviewed (when applicable).

If Douglas County determines that the interview process is needed, then the top two (2) highest combined ranked firms will be selected to make an oral presentation / participate in the interview portion of the selection process.

5. Consultant Payments

Payments are anticipated to be made monthly based on a reimbursable cost-plus fixed fee – for a maximum contract amount (to be determined), where the County will allow up to 10 percent for profit. Note: The profit will be paid on each invoice corresponding to actual billed hours and the Consultant will not receive profit payments for remaining contract value if the project finishes under budget.

Only the successful Respondent (firm) that receives the highest overall combined ranking will be asked to submit a formal reimbursable cost-plus fixed fee

proposal, which is required for the contract. The final scope and fee will be subsequently negotiated between this firm and Douglas County.

If the County and the highest ranked firm cannot reach an agreement on negotiating a reasonable fee, to both parties satisfaction, then the County may terminate negotiations with the highest ranked firm and begin negotiations with the second firm and so forth.

However, all Respondents to this RFP are required to submit a draft fee amount associated with their proposed Draft Scope of Services and identify / estimate their anticipated costs. Regarding the awarding points (with 15 points maximum allowed) for Respondents Estimated Fee, the County typically will throw out the lowest fee and highest fee submitted and use the average of the remaining fees submitted to establish which Respondents will receive most points allocated for the Estimated Fee. Respondents closest to this average typically will receive the most points and those with highest and lowest Estimated Fee typically will receive fewer points. In some instances, when a Respondent presents a good argument for submitting the lowest fee, the County will take this into consideration, and then the lowest score will not be thrown out from determining the average fee. Additionally, if, for example, all Respondent's Estimated Fee are very closely aligned then all Respondents will receive similar points associated with scoring the Estimated Fee section of the proposals.

Project Schedule

The following are critical milestones for this Project; and the Respondent should identify interim milestones as part of their proposal in order to demonstrate how they can meet the critical milestones identified by the County which are as follows:

- **50-60% preliminary plan submittal**
 - No later than the end of November 2025
- **90% PS&E submittal**
 - No later than the end of February 2026

Draft Scope of Services Requirements

The following information is being provided by the County to assist the Respondent in preparing their own Draft Scope of Services required for this RFP. Critical issues as identified in the Respondent's proposal should be reflected in the submitted Draft Scope of Services.

Background and Tasks Associated with The Draft Scope of Services for the Chambers Road and Lincoln Avenue Intersection Improvements Project

This document is intended to serve as a starting point for consultants to develop a Scope of Services to perform design engineering services for Douglas County's Chambers Road and Lincoln Avenue Intersection Improvements Project. The objective of the project is to add double left turn lanes for eastbound Lincoln Ave to northbound Chambers Rd and westbound Lincoln Ave to southbound Chambers Rd, as well as a dedicated northbound right turn lane on Chambers Rd to eastbound Lincoln Ave. Additionally, evaluation of a sidewalk connection from the Stonegate neighborhood in the northeast quadrant to the sidewalk adjacent to Chambers Rd to improve pedestrian connectivity. Other tasks include subsurface utility engineering, drainage analysis, and traffic design.

Task 1 – Project Administration/Management

The Consultant will be responsible for submitting invoices to the Douglas County Project Manager (PM) as well as providing other project administration services throughout the project. The Consultant will be responsible for the day-to-day management and coordination of the tasks in the detailed Scope of Services and associated fee submitted with the technical proposal.

As part of the technical proposal, the Consultant should discuss their quality assurance and quality control (QA/QC) procedures and offer some insight as to what they expect to be the critical QA/QC issues on this project.

Task 2 – Project Meetings

Throughout the project, several meetings will take place to coordinate work and design elements. These project meetings will include participants from the Consultant, Douglas County, and other project stakeholders as necessary. All project meetings shall be scheduled by the Consultant and the Consultant shall be responsible for determining appropriate attendance from their team to ensure cost effectiveness of meetings. Meeting agendas shall be prepared by the Consultant for all project meetings listed and shall be approved by the Douglas County PM prior to the meeting. The consultant shall be responsible for creating meeting minutes to detail the discussions, decisions, and resulting action items from each meeting. The Consultant shall distribute the meeting minutes to all attendees for concurrence prior to issuing the final meeting minutes. Unless stated otherwise, it is anticipated that the meetings will take place at the Consultant's office in the greater Denver area or through a virtual meeting software.

Notice to Proceed Meeting

Upon receiving notice to proceed from Douglas County, the Consultant shall schedule a brief meeting with Douglas County to confirm the scope of work, discuss project schedule, request additional data, and confirm design-related issues and requirements.

Monthly Project Meetings

The Consultant shall schedule project meetings approximately once a month with Douglas County to coordinate and discuss project status, project schedule, design decisions, and other coordination topics.

50-60% Design Review Meeting

The Consultant shall hold a 50-60% Design Review Meeting with Douglas County. The Consultant shall submit the documents to Douglas County 20 working days in advance of the meeting to allow for review. The primary objective of the meeting will be to confirm or discuss the primary design elements of the plans and discuss the 50-60% engineer's opinion of probable cost. See Task 12—Project Submittals section for more information on submittal requirements.

90% (PS&E) Design Review Meeting

The Consultant shall hold a 90% Design Review Meeting with Douglas County after preparing a complete set of plans, specifications, and estimates (PS&E). The Consultant shall submit the PS&E documents to Douglas County 20 working days in advance of the meeting to allow for review. The primary objective of the meeting will be to discuss any proposed changes or concerns with the PS&E documents prior to advertising the project for construction bids. See Task 12—Project Submittals section for more information on submittal requirements.

Task 3 – Topographical Survey

A topographical survey shall be done by a company that is prequalified with CDOT to do survey work. It is not required that the surveyor is on the Douglas County Shortlist. The limits of survey shall be approximately 2500-ft east and west of the intersection. The survey limits on the south leg should extend 100-ft south of where the northbound bike lane ends. The limits on the north leg should extend 100-ft north of Greenstone Lane for potential sidewalk connection to Stonegate neighborhood. A survey control diagram and tabulation shall be completed and included in the construction plans. Survey work may include the locations of test holes done as part of the Subsurface Utility Engineering investigation.

Task 4 – Right of Way

It is anticipated that all project related improvements will be located within existing Douglas County ROW.

Task 5 – Subsurface Utility Engineering and Utility Plans

The Consultant shall be responsible for producing subsurface utility engineering (SUE) plans in accordance with Colorado Senate Bill 18-167. All utilities present within the project limits shall be located to ASCE quality level B at a minimum. After initial data collection to obtain quality level B SUE data, the Consultant shall propose which, if any,

utilities should be investigated to ASCE quality level A via test holes. Douglas County estimates that a total of **40 test holes** will be performed throughout the project limits. If Douglas County desires additional test holes to be performed, the County will negotiate a fee with the Consultant, which may result in use of a project contingency line item or a formal contract amendment.

The Consultant is responsible for ensuring that SUE data will be collected, and plans will be assembled with ample time to make critical design decisions relating to utility conflicts. Douglas County anticipates the SUE utility plans will consist of a tabulation of utility sheets, utility matrix sheets, and utility plan sheets.

Utility plans shall be developed by the consultant and included in the final construction plans. Douglas County will perform the coordination with utility owners, but the Consultant should anticipate assisting Douglas County with coordination activities.

Task 6 – Geotechnical Engineering and Pavement Design

The Consultant team shall include a geotechnical engineer to provide recommendations for the roadway pavement section, soil stability and all necessary information required to design and construct the project. Pavement sections can be thinner than the “minimum” design sections listed in the Douglas County Roadway Design & Construction Manual provided sound engineering analysis has been used.

Task 7 – Roadway Design

The existing typical sections for Lincoln Avenue and Chambers Road both include two thru lanes in each direction consisting of an approximate 12-ft wide lane with paved shoulders of varying widths between 2-ft and 4-ft. There are also various auxiliary lanes on each leg of the intersection. The intersection operates as a signalized intersection.

The Consultant shall prepare final design plans that incorporate dual left turn lanes for both eastbound and westbound traffic on Lincoln Avenue as well as a northbound right turn lane on Chambers Road. A sidewalk connection from the Stonegate neighborhood to the sidewalk adjacent to Chambers Road shall also be included.

Before significant roadway design activity occurs, the Consultant shall create a project design criteria table and submit to the Douglas County PM for concurrence. The design criteria shall be based on the following references:

- Douglas County Roadway Design and Construction Standards (Most Recent)
- AASHTO Policy on Geometric Design of Highways and Streets (2018)
- AASHTO Roadside Design Guide (2011)

The Consultant shall prepare roadway design plans for both 50-60% and final PS&E submittals as described in Task 12 – Project Submittals.

The roadway design may be performed using either Autodesk's Civil 3D or Bentley's OpenRoads design software. The Consultant shall identify which software will be used to design the project in the technical proposal. The consultant shall provide Douglas County the electronic drawing and design files upon completion of the project.

Task 8 – Traffic Engineering

The Consultant shall review existing traffic data for the project area and confirm the length of auxiliary lanes at the intersection. Auxiliary lane lengths and tapers should be included in the project design criteria table.

The Consultant shall develop signage and pavement marking plans in accordance with Douglas County Standards and the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).

The Consultant shall prepare construction phasing and traffic control device plans.

Task 9 – Hydrology and Hydraulics

The Chambers Road and Lincoln Avenue Intersection Improvements project shall be designed with an urban drainage system that interfaces with existing urban drainage infrastructure and shall be designed in accordance with the Douglas County Storm Drainage Design and Technical Criteria Manual. Additionally, the Consultant shall prepare a drainage report which shall be included in the Respondent's Estimated Fee.

Storm water quality shall be evaluated and mitigated during design as described in the Douglas County Grading, Erosion and Sediment Control (GESC) Manual and the Douglas County Storm Drainage Design and Technical Criteria Manual.

The Consultant shall identify which software products will be used to perform hydraulic design and analysis for the project in the technical proposal.

Task 10 – Environmental Clearance

There are no known environmental concerns related to this project, and there are no environmental permits anticipated other than the requirements associated with preparing the plans needed to obtain a Douglas County Grading, Erosion and Sediment Control (GESC) permit. It is not anticipated that this project will require categorical exclusion (CatEx) or any other NEPA documentation or clearance.

Task 11 – Structural Engineering

There are no major structures anticipated to be designed or modified as part of this project.

Task 12 – Project Submittals

The following sections describes at a minimum what Douglas County anticipates for formal submittals. Formal submittals shall be subject to review and comment periods by Douglas County staff prior to acceptance.

Reports, Memorandums, and Permits

- Project Design Criteria Table
- Drainage Report(s)

50-60% Preliminary Plan Submittal

- Plan Package
 - Title Sheet
 - Standard Plans List (Douglas County/CDOT)
 - Summary of Approximate Quantities
 - General Notes
 - Typical Sections
 - Survey Control Diagram and Tabulation
 - Geometric Control Layout
 - Removal Plans
 - Roadway Plan and Profiles
 - Stormwater Drainage Plans
 - Signage and Striping Plans
 - Construction Phasing Plans
 - Construction Traffic Control Plans

90% Plan Submittal

- Plan Package
 - Title Sheet
 - Typical Sections
 - General Notes
 - Survey Control Diagram and Tabulation
 - Geometric Control Layout
 - Removal Plans
 - Roadway Plan and Profiles
 - Stormwater Drainage Plans
 - Subsurface Utility Engineering Plans

- Construction Phasing Plan
 - Signage and Striping Plans, Tabulations, and Details
 - Roadway Cross Sections (25 feet interval)
- Specification Package
- Engineer's Opinion of Probable Cost

90% (PS&E) Design Review Meeting

- The Consultant shall hold a 90% Design Review Meeting with Douglas County after preparing a complete set of plans, specifications, and estimates (PS&E). The Consultant shall submit the PS&E documents to Douglas County 20 working days in advance of the meeting to allow for review. The primary objective of the meeting will be to discuss any proposed changes or concerns with the PS&E documents prior to advertising the project for construction bids.

100% PS&E Submittal

- Plan Package
 - Title Sheet
 - Standard Plans List
 - Typical Sections
 - General Notes
 - Summary of Approximate Quantities
 - Tabulation of Quantities
 - Survey Control Diagram and Tabulation
 - Geometric Control Layout
 - Removal Plans
 - Roadway Plans and Profiles (including necessary details)
 - Stormwater Drainage Plans (including necessary details)
 - Grading, Erosion, and Sediment Control Plans
 - Subsurface Utility Engineering and Utility Plans
 - Construction Phasing Plan
 - Construction Traffic Control Plans
 - Signage and Striping Plans, Tabulations, and Details
 - Roadway Cross Sections (25 feet interval)
- Specification Package
- Engineer's Opinion of Probable Cost

END of RFP.

Consultant Selection Process for the Chambers Road and Lincoln Avenue Intersection Improvements Project

Douglas County Project Number CI 2024-024

Combined Overall Ranking

Completed Form by Brolin Bundy, June 23, 2025

Subcommittee Proposal Evaluator's Combined Overall Ranking Form					
RFP Respondent (Consultant Team)	Evaluator # 1	Evaluator # 2	Evaluator # 3	Combined Overall Score	Combined Overall Ranking *
Benesch	1	1	1	3	1
HDR	2	2	2	6	2

* Note: The Consultant Team with the lowest Combined Overall Score will receive the highest Combined Overall Ranking and be considered as the best Consultant Team.

Consultant Selection Process for the Chambers Road-Lincoln Avenue Intersection Project

Douglas County Project Number CI 2024-024

Individual Subcommittee Member's (Evaluator) Scoring / Ranking Form

Base Evaluation FORM Prepared by Brolin Bundy, June 6, 2025

		Assigned Proposal Evaluator # (1 thru 4): 1						
		Individual Subcommittee Member's (Evaluator) Proposal Scoring / Ranking Form						
RFP Respondent (Consultant Team)	Firm Capabilities and Qualifications	Project Team & Past Performance On Similar Projects	Project Approach & Understanding of Critical Issues	Draft Project Schedule	Draft Scope of Services	Estimated Fee	Total Points	Evaluator's Overall Ranking
Maximum points possible	(10 Points)	(20 Points)	(25 Points)	(10 Points)	(20 Points)	(15 Points)	(100 Points)	*
Benesch	10	18	22	9	18	14	91	1
HDR	10	16	23	8	18	13	88	2

Please complete this form and return as a PDF or hard copy to Brolin Bundy via email at bbundy@douglas.co.us on or before **10:00 AM on June 19, 2025**

* After entering points for all Team's first then select the Overall Ranking for each Team as follows: assign a 1 to the Team with the most points (having the best Proposal), the second best proposal assign a 2, the third best proposal assign a 3 and so forth. The Evaluator can use each number only once (no ties are allowed).

Consultant Selection Process for the Chambers Road-Lincoln Avenue Intersection Project

Douglas County Project Number CI 2024-024

Individual Subcommittee Member's (Evaluator) Scoring / Ranking Form

Base Evaluation FORM Prepared by Brolin Bundy, June 6, 2025

Assigned Proposal Evaluator # (1 thru 4): <input type="text" value="2"/>								
Individual Subcommittee Member's (Evaluator) Proposal Scoring / Ranking Form								
RFP Respondent (Consultant Team)	Firm Capabilities and Qualifications	Project Team & Past Performan ce On Similar Projects	Project Approach & Understan ding of Critical Issues	Draft Project Schedule	Draft Scope of Services	Estimated Fee	Total Points	Evaluator's Overall Ranking
Maximum points possible	(10 Points)	(20 Points)	(25 Points)	(10 Points)	(20 Points)	(15 Points)	(100 Points)	*
Benesch	8	18	25	7	17		75	1
HDR	8	17	23	6	18		72	2

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Consultant Selection Process for the Chambers Road-Lincoln Avenue Intersection Project

Douglas County Project Number CI 2024-024

Individual Subcommittee Member's (Evaluator) Scoring / Ranking Form

Base Evaluation FORM Prepared by Brolin Bundy, June 6, 2025

		Assigned Proposal Evaluator # (1 thru 4):						3
Individual Subcommittee Member's (Evaluator) Proposal Scoring / Ranking Form								
RFP Respondent (Consultant Team)	Firm Capabilities and Qualifications	Project Team & Past Performance On Similar Projects	Project Approach & Understanding of Critical Issues	Draft Project Schedule	Draft Scope of Services	Estimated Fee	Total Points	Evaluator's Overall Ranking
Maximum points possible	(10 Points)	(20 Points)	(25 Points)	(10 Points)	(20 Points)	(15 Points)	(100 Points)	*
Benesch	10	19	21	9	17	14	90	1
HDR	10	14	23	8	19	14	88	2

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* After entering points for all Team's first then select the Overall Ranking for each Team as follows: assign a 1 to the Team with the most points (having the best Proposal), the second best proposal assign a 2, the third best proposal assign a 3 and so forth. The Evaluator can use each number only once (no ties are allowed).