

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 **FELSBURG HOLT & ULLEVIG, INC.**, A Colorado corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities related to the **County Line Road (University to Broadway) Project, Douglas County Project Number CI 2020-013**; 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: Ben Pierce, 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 **One Hundred Seventy-Four Thousand One Hundred and Forty Dollars and No Cents (\$174,140.00)** 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 **February 12, 2025**, and terminate at 12:00 a.m. on **June 30, 2027**. 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: Ben Pierce, P.E., Capital Improvement Projects Supervisor
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
Phone: (303) 660-7490
E-mail: bpierce@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: Patrick Stein, P.E., Principal,
FELSBURG HOLT & ULLEVIG, INC.
6400 S Fiddlers Green Circle, Suite 1500
Greenwood Village, CO 80111
Phone: (303) 721-1440
E-mail: patrick.stein@fhueng.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

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.

FELSBURG HOLT & ULLEVIG, INC.

BY: [Signature]

ATTEST: (if a corporation)

Printed Name PAT STEIN

[Signature]

Title: PRINCIPAL

Title: PRINCIPAL

DATE: 1/27/2025

Signature of Notary Public Required:

STATE OF Colorado)

COUNTY OF Arapahoe)

ss.

The foregoing instrument was acknowledged before me this 27th day of January, 2025, by Pat Stein.

Witness my hand and official seal

[Signature]
Notary Public

JENI WELLS
Notary Public
State of Colorado
Notary ID # 20214004897
My Commission Expires 02-04-2025

My commission expires: 2-4-25

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
Managing County Attorney



Exhibit A

November 22, 2024

Mr. Ben Pierce, PE
Engineering Capital Improvements Projects Supervisor
Douglas County
100 Third Street
Castle Rock, CO 80104

Reference: Proposal for Engineering Design Services
Design Services During Construction: County Line Road Widening
FHU No. I20075-02

Dear Mr. Pierce:

Felsburg Holt & Ullevig (FHU) is submitting this proposal for design services during construction for the County Line Road Widening project.

FHU proposes the following scope of work and fee estimate.

Scope of Work

Task 1 – Meetings, Project Management and Coordination

It is anticipated that FHU will attend a pre-bid meeting, bid opening, pre-construction meeting and up to twelve construction progress meetings as needed. Pat will manage budget and schedule and prepare monthly progress reports that will be submitted with invoices.

Additional utility coordination meetings are accounted for in Task 2.

Task 2 – Utility Coordination

FHU will continue coordination with utility owners impacted by the project and support the County, contractor and Construction Management Firm during the relocation process and throughout construction.

Task 3 – Design Services During Construction

FHU will review shop drawings and submittals from the contractor. FHU will also review RFI's, change order requests and support field changes from the Contractor. At the completion of construction, FHU will compile field changes documented by the Contractor and produce As-Built plans for record. All information required to prepare the as-built drawings will be provided and no additional field survey, field measurements, or on-site observations are anticipated. The format of the as-built drawings deliverable shall be Bluebeam edits, submitted electronically in .pdf format and updated AutoCAD .dwg files.

We have included Yeh & Associates and HDR to support construction services for geotechnical and waterline construction respectively. Detailed scopes have been attached related to their support services.

Construction management, material testing and environmental services during construction are not included in this task order.

Task 4 – Additional Services

The additional services task may be utilized if additional design services are required between the completion of the previous task order and initiation of the construction phase.

Fee Estimate

For Tasks 1 through 4, see attached for personnel, hours, and fee (based on our 2025 billing rates). We have estimated that the above scope of work can be completed for a maximum not to exceed cost of **\$174,140**. This cost is inclusive of Yeh & Associates and HDR fee estimates. Our costs will be invoiced monthly on a time and materials basis.

If necessary, FHU will evaluate any unforeseen work efforts that have not been identified above and discuss them with County staff before conducting the work.

Schedule

We anticipate the project work to be completed by April 2027.

Please feel free to contact Patrick Stein at 303-877-7687 if you have any questions. Thank you for the opportunity to continue our work with Douglas County.

October 21, 2024

Proposal No. 224-447

Patrick Stein, P.E.
Felsburg Holt & Ullevig
6400 S. Fiddlers Green Circle, Suite 1500
Greenwood Village, Colorado 80111

**Subject: Scope of Work and Fee
Post-Design Service During Construction-East County Line Road Widening
Douglas County, Colorado**

Dear Mr. Stein:

This letter presents Yeh and Associates, Inc. (Yeh) proposed scope of work and estimated project costs for providing the post-design geotechnical engineering services during the construction Phase of the East County Line Road.

Proposed Scope of Services:

1. Attend up to three project meetings on an as-needed basis, assuming one hour per meeting.
2. Conduct up to three site visits as needed, assuming three hours per visit.
3. Review specifications for pavement and embankment materials.
4. Review project submittals.
5. Review and respond to up to five construction RFIs.
6. Address up to five construction related questions.
7. Conduct project oversight, monthly progress reports submitted with invoices, and monitoring progress of work.

Assumptions:

The scope of services has been developed with the following assumptions:

1. Geotechnical engineering services for support of post-design services during construction include the number of meetings and RFIs presented estimated above. The actual requirements may vary depending on the contractor's schedule and construction needs. Additional meetings, RFIs, or tasks beyond the estimates provided may require additional fees.
2. This scope does not include construction management, inspection, or material testing services.

Fee:

Our services will be billed on a time and material basis, not to exceed \$13,750 for the proposed scope of work. We will not exceed the estimated budget without prior notice and authorization from Felsburg Holt & Ullevig. Additional services beyond the proposed scope of work can be provided, based on Yeh 2024 Standard Fee Schedule.

Closing

Yeh will perform its services in accordance with the standard of care and skill commonly exercised by professionals practicing under similar conditions in the geographic vicinity at the time services are rendered. No warranty or guarantee, express or implied, is provided as part of this proposal.

If you have any questions, please contact me at (303) 781-9590.

Sincerely,
YEH AND ASSOCIATES, INC.



I-Ping Chen, P.E.
Project Manager

Reviewed by:

Robert F. LaForce, P.E.
Senior Project Manager

Attachment: Yeh 2024 Standard Fee Schedule



SUBCONSULTANT SCOPE OF SERVICES by HDR
Denver Water Conduit No 90 Relocation in County Line Rd.

1.1 Responsibilities of the Consultant

This Contract includes supplemental professional engineering services through construction to be provided by HDR (Consultant) for the relocation of Denver Water's existing 24-inch Conduit No 90 waterline in County Line Rd. east of S. Clarkson St.

Specific engineering services for this amendment include the following activities to be added to the previously completed tasks:

- Task 14 – Design Support Services During Construction

The above noted task to be performed by Consultant does not include permitting and temporary construction tasks, as indicated in the original design services scope of work.

1.2 Responsibilities and Expectations of Denver Water (DW)

- Denver Water will provide full-time on-site inspection and Resident Engineering services during construction of the conduit relocation.

1.3 Responsibilities and Expectations of Douglas County

- Douglas County will provide, through its other Consultant(s), Construction Phase Services support for the temporary construction works and activities associated with the overall County Line Road Improvements project
- Douglas County will facilitate timely communication between Consultant, Contractor and Denver Water
- Douglas County will be responsible for any and all agency (County, City, CDOT, crossed utilities, etc.) coordination and permit related services

1.4 Deliverables

The project deliverables will include:

- Shop Drawings: Reviewed and responses returned within two weeks of receiving a submittal that complies with the contract requirements
- RFIs: Reviewed and responses returned within one week of receiving a submittal that complies with the contract requirements
- Record Drawings complete and returned for review and comment within 4 weeks of receiving as-constructed documentation from the contractor

Submittals (shop drawings and RFI) will be received and returned electronically (PDF). Up to five paper copies, one PDF file and one set of drawing CAD files (E-transmit) of the Record Drawings will be submitted.

1.5 Details on Each Phase of Work

- 1.5.1 Task 14 – Design Support During Construction.** Provide support services during construction related to shop drawing review, RFI response, construction progress meeting attendance and record drawing preparation.

1.5.1.1 **Shop Drawings.** Based on similar past projects HDR assumes 20 original shop drawings will be required with 5 resubmittals (25 total). HDR further assumes each shop drawing will require 3 to 4 hours for review and processing for a total shop drawing budget of 90 hours.

1.5.1.2 **RFI Response.** Based on similar past projects HDR assumes 8 Contractor requests for information (RFI) will be submitted. HDR further assumes each RFI will require 5 hours for review and processing for a total RFI budget of 40 hours.

1.5.1.3 **Pre-Construction, Progress Meetings and Site Visits.** Based on input from Denver Water, progress meetings will be held on site weekly for a total duration of 3-1/2 months (14 weeks). Each meeting is assumed to require 3 hours of staff time from HDR. We've also included two additional site visits of up to four hours each to assist in resolving field questions and issues, for a total meeting, site visit and admin support budget of 60 hours.

1.5.1.4 **Record Drawing Preparation.** Record drawings will be developed to reflect the as-constructed installation of the conduit and appurtenances based on information provided by the contractor and inspector(s) through notes and redline drawings. Record drawing package will be stand-alone (independent of the County Line Road Improvement Drawings).

1.6 Overall Schedule

The services described in the Scope of Work will be completed over approximately 24 months between April 2025 and April 2027 (conduit construction complete between December 20, 2025 and March 30, 2026). Upon receipt of a fully executed Task Order Agreement acceptable to both Douglas County and Consultant, Consultant will begin services. Design Support During Construction activities will be conducted as the contractor's submittals and activities occur.

1.7 Deliverable Completion and Submittal Dates

Schedule is dependent on Douglas County, CDOT, Denver Water and other agency or contractor activities, submittals and requirements.

Assumptions


The following assumptions have been made to develop the level of effort, fee and schedule for this scope of work:

- Pipeline work will be bid and awarded in 2025, with a Notice to Proceed in April 2025. Shop drawing reviews will be conducted in 2025. Field construction activities for the conduit relocation are anticipated to start in late December 2025, with a completion date of March 30, 2026.
- Shop drawings will be reviewed for compliance with Denver Water Capital Project Construction Standards (CPCS) 4th edition 2021.
- Traffic control and Storm Water Management Plans (SWMP) document review are by others and are assumed to be provided under the County Line Road Improvement project.

- Review and recommendations of contract-related submittals (Bid Form, Agreement, Bonds, and Final Payment Forms) will be by others.
- Record drawings will be developed in accordance with Denver Water CPCS (4th edition 2021) to incorporate information provided by the contractor and inspector(s) through notes and redline drawings reflecting the as-constructed condition of the conduit and appurtenances. Record drawings will be prepared in early 2025 and drawing package will be stand-alone (independent of the County Line Road Improvement Drawings).
- Up to 2 site visits are required during construction for observation of progress or for RFI.
- Full-time on-site inspection and Resident Engineering services during construction provided by others.
- Exclusions from Design Support During Construction detailed in the previous sections.

Exhibit B

County Line Road Widening - Design Services During Construction - 11/19/24

 TASK DESCRIPTION	FHU PROFESSIONAL FEE (LABOR)												Subconsultants		TOTAL	TOTAL BY TASK
	Hourly Rate (2025)	Patrick Stein, Principal II Project Principal/QAQC Lead \$ 325	Kat Duitsman, Principal I Design Manager \$ 310	Scott Dankenbring, Sr Designer Lead Designer \$ 235	Jozef Dankenbring, Engineer I \$ 135	Chad Twiss, Sr. Engineer Drainage/Water Quality Lead \$ 245	Shawn Twiss, Designer V Drainage Support \$ 195	Bill Marcato, Sr. Bridge Engineer Structures Support \$ 245	Vince Miranda, Designer V Structures Detailing \$ 195	Amanda Cushing, Env Scientist V Environmental Lead \$ 220	Neal Goffinet, Env Scientist IV Environmental Support \$ 195	Larry Lang, Senior Engineer Traffic Design Lead \$ 245	SUBTOTAL FHU LABOR (Hr.)	SUBTOTAL FHU LABOR (\$)		
TASK 1: MEETINGS, PROJECT MANAGEMENT AND COORDINATION															\$	33,890
Project Management		20	40									60	\$ 18,900			\$ 18,900
Meetings (See below for utility meetings)																
Pre-bid Meeting		2	2				2					8	\$ 2,250			\$ 2,250
Bid Opening			2									2	\$ 620			\$ 620
Pre-Construction Meeting		2	2									4	\$ 1,270			\$ 1,270
Construction Progress Meetings (Assume 12)			24	2			2				8	2	\$ 10,850			\$ 10,850
TASK 2: UTILITY COORDINATION															\$	4,780
Utility Meetings and Coordination			4	4	12	4						24	\$ 4,780			\$ 4,780
TASK 3: DESIGN SERVICES DURING CONSTRUCTION															\$	125,470
RFIs		2	8	40	24	16	8	24	24	4	4	8	\$ 35,430			\$ 35,430
Shop Drawings & Submittal Reviews			4			8		8	16			8	\$ 10,240			\$ 10,240
BMP Certification					16	16						32	\$ 7,040			\$ 7,040
As-builts			2	2	16	8	24		8			8	\$ 13,410			\$ 13,410
Geotechnical Support (Yeh & Associates)													\$ -		\$ 13,750	\$ 13,750
Denver Water Waterline Support (HDR)													\$ -	\$ 45,600		\$ 45,600
TASK 4: POTENTIAL ADDITIONAL SERVICES															\$	10,000
Additional Services (as approved)												0	\$ -			\$ 10,000
		26	88	48	52	56	48	40	48	4	4	28	\$ 104,790	\$ 45,600	\$ 13,750	\$ 174,140

The total contract value shall not exceed \$174,140.00

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