

**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 **WILSON & COMPANY, INC.**, a Kansas company authorized to do business in Colorado (the “Consultant”).

**RECITALS**

**WHEREAS**, the County is undertaking certain activities for redesigning the County Line Road / Inverness Drive West and Inverness Parkway Intersection; 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:** Arthur E. Griffith, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

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

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

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

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

**4. MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **Four Hundred Fifty Thousand Dollars and No Cents (\$450,000.00)** 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 **January 30, 2025** and terminate at 12:00 a.m. on **December 31, 2025**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

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

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

**8a. INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees. Further, this indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

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

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

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

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

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

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

**14. ASSIGNMENT OF COPYRIGHTS:** The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the

right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

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

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

by the Consultant to: Arthur E. Griffith, P.E., CIP Manager  
Douglas County Department of Public Works  
100 Third Street, Suite 220  
Castle Rock, CO 80104  
(303) 660-7490  
with a copy to: E-mail: [agriffit@douglas.co.us](mailto:agriffit@douglas.co.us)

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

and by the County to: Scott Waterman, P.E., Sr. Vice President  
Wilson & Company  
990 S. Broadway, Suite 220  
Denver, CO 80209  
Phone: (303) 297-2976  
E-mail: [scott.waterman@wilsonco.com](mailto:scott.waterman@wilsonco.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:

- 1<sup>st</sup> This Contract, Sections 1 through 28
- 2<sup>nd</sup> Request for Proposal (if applicable)
- 3<sup>rd</sup> Exhibit C- Insurance Requirements

- 4<sup>th</sup> Exhibit A- Scope of Services
- 5<sup>th</sup> Exhibit B- Method of Payment
- 6<sup>th</sup> 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.

WILSON & COMPANY, INC.

BY: [Signature]

Scott Waterman

Title: Senior Vice President

DATE: 1/10/2025

Signature of Notary Public Required:

STATE OF COLORADO )

COUNTY OF DENVER )

ss.

The foregoing instrument was acknowledged before me this 10 day of JAN, 20 25, by SCOTT WATERMAN.

Witness my hand and official seal

[Signature]

Notary Public

My commission expires: 9/25/27

TODD RIDDLE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20034030525  
MY COMMISSION EXPIRES 09/25/2027

Remainder of page left blank, Douglas County signatures to follow on next page

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

**APPROVED AS TO CONTENT:**

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**ABE LAYDON, CHAIR**

**Date**

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**DOUGLAS J. DEBORD  
COUNTY MANAGER**

**Date**

**ATTEST**

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**DEPUTY CLERK**

**Date**

**DEPARTMENT OF PUBLIC WORKS ENGINEERING:**

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

**Date**

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

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**ANDREW COPLAND  
Director of Finance**

**Date**

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**Chris Pratt  
Senior Assistant County Attorney**

**Date**

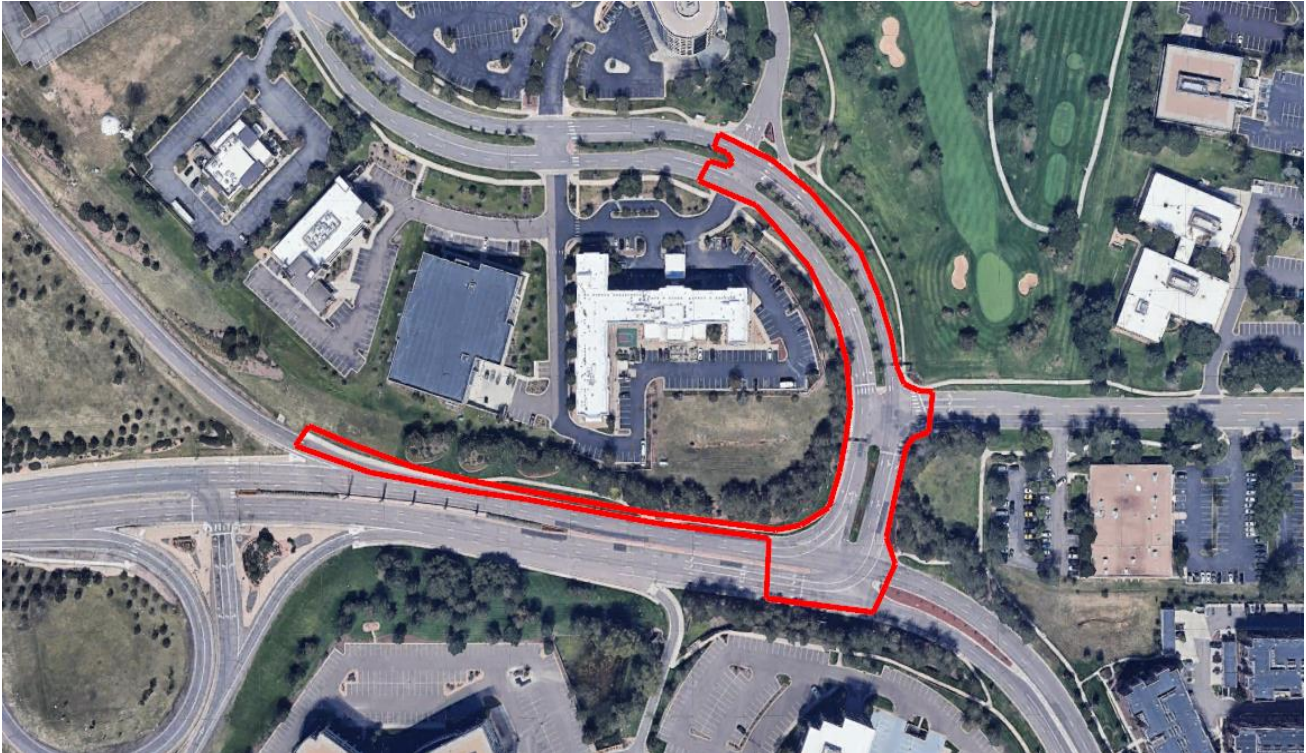


# EXHIBIT A

## Scope of Services for Final Design

### Improvements at County Line Road and Inverness Drive/Inverness Parkway Intersection

The graphic below indicates the general project limits in red, the detailed layout the scope applies to is included at the end of this document.



#### PROJECT LOCATION and SCOPE OVERVIEW

The existing intersections of County Line Road, Inverness Drive East and West, and Inverness Parkway provides challenges for motorists, pedestrians and bicycle traffic. Motorists must navigate a unique set of signals to meet the tight geometrics of the adjacent intersections. The proposed work includes replacing signals, providing enhanced guide signing for access to County Line Road, Inverness Drive West and Inverness Drive East, and adding a dedicated lane to the northbound I-25 on-ramp. This work is detailed on **Figure 2** at the end of this document.

The scope of services for Wilson & Company (the “consultant”) for this project includes coordination with CDOT, Southeast Metro Stormwater Authority (SEMSWA), Arapahoe County, Douglas County, Centennial, and the Inverness Metro Improvement District (IMID).

Design work includes roadway, sidewalk, shared paths, traffic signals, signing and striping, and utility coordination.

Surveying, Geotechnical, Right of Way and Subsurface Utility Engineering (SUE) data collection have been completed prior to the start of this project, but additional SUE work will be required as described herein. It is assumed that operational traffic analysis and the geometric requirements for the number of lanes and the length of turning lanes will not be required. Landscaped areas that are impacted or created will be designed and implemented by the Inverness Metro District.

## **000 INTRODUCTION**

This document outlines the proposed Scope of Work for the County Line Road at Inverness Intersection improvements. Once approvals are obtained, final design engineering plans, specification, and estimate will be completed for one design package for the improvements.

The project is anticipated to be developed and constructed in a single bid and construction package.

## **010 PROJECT BACKGROUND**

During 2016 Douglas County led a group of multiple jurisdictions in a study of traffic and roadway Improvements along the County Line corridor. Phases 1, 2a, and 2b on the west side of I-25 were previously designed and constructed, or plans completed with construction anticipated prior to 2023.

This Phase 3 work will incorporate improvements to enhance operations, safety and mobility through the County Line / Inverness Parkway / Inverness Drive East & West intersection and improve access and capacity of the north bound I-25 on ramp from west bound County Line Road.

Douglas County is the contracting entity of the design work, with additional stakeholders of Arapahoe County, Inverness Metro Improvement District, Centennial, SEMSWA and CDOT.

## **020 DOUGLAS COUNTY AND ARAPAHOE COUNTY CONTACTS**

Day-to-day Contract Administrator will include:

Art Griffith – Project Manager, Douglas County

Ryan Seacrist – Deputy Project Manager, Arapahoe County

All correspondence shall be directed to the Project Manager and Deputy Project Manager.

## **030 PLANNED IMPROVEMENTS**

The Improvements for this east segment of County Line include:

- Develop a dedicated lane to the westbound on-ramp to I-25 NB.
- Signal design
- Overhead guide signs
- Retaining wall and landscape walls

It is anticipated that all improvements will be completed within existing CDOT/County/City Right-of-Way (ROW). This scope of services does not include preparing ROW easements or assisting the

County with obtaining the necessary ROW permits from the various agencies in order to construct the project. If legal descriptions or additional surveying is required, this work will be performed under a separate third party agreement and it is not included in the Wilson & Company scope of services. The consultant may be asked to identify areas where additional ROW is needed to implement future improvements by others. Additionally, permanent landscaping and new irrigation will be performed by Inverness Metro Improvement District, which are anticipated to be completed within existing district easements. Coordination with SEMSWA will be performed by Arapahoe County. The consultant will provide information, design, and exhibits as needed.

#### **040 WORK DURATION**

This scope is based on an estimated 6 to 8 months for completing supplemental subsurface utility engineering and completing final design, from receipt of the Notice to Proceed. Arapahoe County desires to bid this project as early as possible in 2025 and during the design phase, Arapahoe and Douglas Counties will assess the benefit of procuring the traffic signal equipment in advance of bidding the project.

#### **050 CONSULTANT RESPONSIBILITIES**

The Consultant will be responsible for management, coordination, project development, and engineering that may include the following:

- Project design administration
- Project scheduling
- Design coordination meetings (assume 12 to 14 meetings)
- Preliminary (30%-40%) Engineering Review Submittal and Meeting
- Final (90%-100%) Engineering Review Submittal and Meeting

Work shall be completed using the latest CDOT, Douglas County, Arapahoe County and AASHTO design and construction standards.

Where applicable, the Consultant is responsible for: development of Imperial (English) dimensioned designs conforming to CDOT and County standards for roadway improvements. ADA requirements (where applicable) shall be incorporated in all submitted plans. Plans shall be signed and sealed by a Colorado Registered Professional Engineer.

#### **060 OTHER AGENCIES AND UTILITIES**

Coordination may be required with, but not limited to, the following entities:

- AT&T
- CDOT
- CenturyLink
- Comcast
- MCI
- UPN
- XO
- ZAYO
- XCEL
- Inverness Metro Improvement District
- Douglas County

- Arapahoe County
- City of Centennial
- SEMSWA

## **070 FUNDING SOURCES AND FEDERAL-AID REQUIREMENTS**

It is assumed the project has no federal funding, and there are no federal-aid requirements such as DBE/ESB, etc.

## **100 PROJECT MANAGEMENT AND COORDINATION**

### **110 PROJECT MANAGEMENT**

The Consultant shall provide project management and coordination services. Project management will include scheduling of work and management of the Consultant team and project budget. Coordination will be completed with agencies listed in sections 050 and 060.

### **120 KICKOFF MEETING**

Project scoping and coordination has occurred with Arapahoe County, Inverness Metro Improvement District, Douglas County, and others to allow work to commence without a kick-off meeting.

### **130 PROJECT COORDINATION MEETINGS**

Bi-Weekly (every 2 weeks) project coordination meetings will be conducted with the County Project Manager, with other departments and stakeholders included as needed. Meeting minutes will be completed and distributed to attendees within five working days.

### **140 SCHEDULING**

A project schedule will be agreed to for the design work. The schedule will be maintained during the design phase of the project.

### **150 QUALITY REVIEW**

Pre-submittal quality reviews will be completed by the Consultant prior to submittal. This work includes separate independent quantity verification of the plan quantities.

## **200 PRELIMINARY DESIGN ELEMENTS**

Preliminary design has been completed to evaluate multiple designs against existing conditions and it has been determined that the elements that need to be completed for final design services are achievable working within the standards set forth by Douglas County and all mentioned municipalities in the project vicinity. This work is to be reviewed and approved by Douglas County, Arapahoe County, the Inverness Metro Improvement District, and others. These services are outlined in the subsections below.

### **210 TOPOGRAPHICAL SURVEYING (BY OTHERS)**

Survey data suitable for final design has been provided to Douglas County and shared with Arapahoe County. Additional data is not anticipated to be needed.

### **220 GEOTECHNICAL ENGINEERING**

No additional investigations or analysis are required, previous information by Shannon & Wilson will be used. Any additional recent geotechnical information will be provided to Wilson & Company.

### **230 UTILITY LOCATES AND POTHOLING**

Previous utility locating and mapping has been provided by the County. Supplemental investigations to evaluate areas of improvements not investigated by the previous project are included in this scope of work by a new provider to meet SUE requirements. Early in the design phase, the consultant will work with the County representatives to finalize where additional potholing needs to occur to confirm signal and overhead sign structure pole and foundation locations and conduit placement.

### **240 ENVIRONMENTAL**

No environmental approvals are anticipated to be completed by the consultant for this project; and if any are needed, then SEMSWA will be responsible to obtain since Arapahoe County will oversee construction of the project.

### **250 FLOODPLAIN**

This scope assumes no floodplain work will be required.

### **260 TRAFFIC ENGINEERING**

Final traffic signal layouts, signing, and pavement markings will be provided. Utilize CDOT standard details for overhead sign structures and utilize Douglas County standard details and specifications for traffic signals, poles, mast arms and foundations. Street signs for this project shall follow Centennial and Arapahoe County standard and specifications for signs installed on County Line Road and Inverness Drive West.

Traffic analysis to define lane configurations and turning vehicle storage lengths will not be completed under this contract.

### **270 PRELIMINARY DESIGN**

The preliminary design for this work will verify design assumptions and concepts prior to beginning work on the final design plan set. This work will include an engineering layout of the planned improvements, with design completed to a level in which remaining issues can be discussed and addressed. Final input on the design will be solicited from the local jurisdictions, CDOT, and others. The preliminary design will be submitted as a 30% plan set that highlights key design features for decisions, with a review meeting scheduled two weeks after submittal.

### **300 FINAL DESIGN ENGINEERING AND PLANS**

It is anticipated that final design work will commence after approval or concurrence with the preliminary design.

The consultant will be responsible for development of final engineering plans and specifications in accordance with the sections below:

### **310 FINAL DRAINAGE PLANS**

It is assumed that the overall amount of impervious area will not increase significantly and that connections to the existing system if needed can be made without developing new outfalls or

connections outside the project limits. Impacts downstream of this are anticipated to be negligible and are not considered part of this analysis. It is assumed all required permanent water quality and detention has already been accounted for in the existing system, this project will not install new water quality or detention features. The only anticipated improvements involve retrofitting the existing water quality pond located in the northwest corner of the Inverness Drive West / County Line Road Intersection to include a trickle channel and other miscellaneous improvements.

A change in impervious area exhibit and calculations will be provided to Douglas County for Arapahoe County coordination with SEMSWA.

### **320 FINAL UTILITIES**

It is anticipated that utilities may be impacted with the proposed improvements of this project. The following utility work is assumed:

- Relocation of electric service pedestals, transformers, meter pedestal(s), and power sources. This will require close coordination with Xcel and IMID.
- Relocation of fiber optic cables
- Relocation of Xcel gas lines
- Additional relocations of other utilities may be required due to conflicts with roadway and storm sewer construction

Coordination will be provided with corridor utility owners such as Xcel electric and gas, CenturyLink fiber optic, communication lines, etc. The lines and grades will be plotted according to SUE findings, existing information, as-built plans, and input from utility owners to identify conflict areas. Provisions for areas within the project area to relocate these utilities will be provided in the plans.

\* See notes and assumptions on Triunity fee proposal

### **330 URBAN DESIGN ELEMENTS**

The work scope includes providing re-grading of disturbed areas with the installation of native seeding for temporary landscaping and stabilization.

Modifying irrigation elements and permanent landscape design work will be done by others.

### **340 FINAL ROADWAY DESIGN PLANS AND SPECIFICATIONS**

Final design work will be based on the following work tasks:

- Development of horizontal and vertical geometry
  - Three-dimensional modelling of the roadway revisions to facilitate plan sheet development and details
  - Utility coordination, determination of adjustments
- \* Lighting design is not included. It is anticipated that one street light standard will need to be reset.

The final design and construction package will include the following:

- Title Sheet, standard plans list, project site plan, typical sections, general notes, summary of approximate quantities, geometric control, and typical roadway details

- Plans and Profiles
- Cross sectional elements including laneage, tapers, transitions, curb and gutter, sidewalk.
- Removal and reset plans
- Utility coordination
- Grading Erosion and Sediment Control plans
- Cross Sections
- Utility Plans
- Traffic Plans (Signing, Striping, and Signalization) –shall include displaying existing utility and traffic signal infrastructure conflicts and show proposed traffic signal infrastructure
- Preparation of plans, cross sections, estimate, and project and standard special provisions
- Plan review meeting with submittal of plans at least two weeks prior to the meeting. Meeting minutes will be prepared.
- Post plan review revisions to address comments and prepare plans for release for bidding.

Project deliverables will include the following:

- Project schedule
- Meeting minutes
- Final CADD and DTM files as requested
- Existing utility information and utility coordination documentation
- Plans, Specification, and Estimate package - pdf and up to 10 printed sets

Note: Assistance during bid and construction phases and review of as constructed plans (not included in this contract but to be included in a separate contract).

#### **400 CONTINGIENCIES**

A contingency item is included in this scope of work to account for special or unforeseen design tasks. Use of the contingency fee shall be authorized in writing by the Arapahoe County Project Manager.

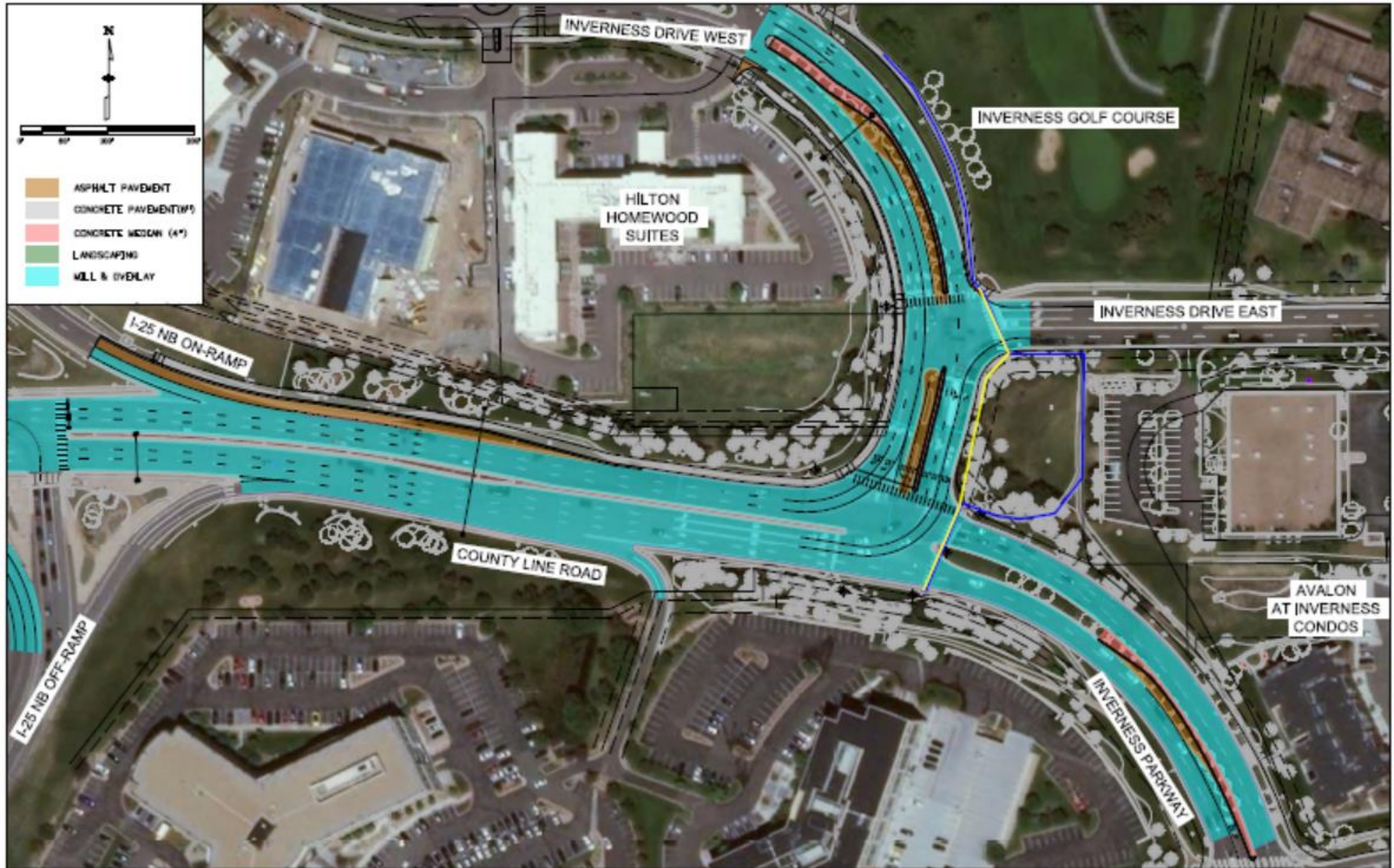
#### **EXCLUSIONS**

Items not included in this scope of work are:


- Traffic operations analysis to determine geometric lane requirements
- Geotechnical recommendations and pavement design
- Surveying
- Lighting evaluation or design
- Landscape design beyond grading and native seeding
- Irrigation design beyond capping removed facilities
- Water quality analysis or facilities
- Environmental Impacts Report
- Environmental Clearances (exhibit support only)
- Advertising or bidding services
- Right-of-way plan preparation, Wilson & Company will provide linework for use by others to create ROW plans.
- Post Design/Construction Services

**End of Scope of Services**

Figure 2





<b>Exhibit B</b>		PCN: N/A	<b>Wilson &amp; Company</b>										<b>Total Hours</b>	<b>Subconsultants</b>		<b>Total Task Cost</b>	
<b>Description:</b>	County Line Road/Inverness Dr & Pkwy Improvements		Project Oversight Marc Devos	PM/Civil Design Dylan Hesse	Traffic/Utilities Design Kyra McCool	Traffic/Utilities Design Jacob Naumann	Drainage Lead Kyle Godwin	Drainage Design Rashawn Burrows	Structural Lead Mark Hildahl	Structural Design Kevin Almada	Erosion Control Travis Cotter	CADD Engineer Carl Fisher		Admin/Billing	<b>Triunity</b>		
<b>City Project Manager:</b>	Art Griffith																
<b>Wilson Project Manager:</b>	Marc Devos, PE																
Estimated workhours shown. Assumes 6 to 8 month active project duration.																	
			\$ 275	\$ 165	\$ 145	\$ 155	\$ 215	\$ 155	\$ 270	\$ 155	\$ 120	\$ 135	\$ 150				

**TASK DESCRIPTION**

<b>Task 1. Project Management and Coordination</b>																
<b>A. Project Planning and Monitoring</b>																
1. Project Execution Plan																
2. Project Schedule																
<b>B. General Project Management</b>																
1. Weekly project management - 2 hour/week for 32 weeks	16	48													64	
2. Invoicing and Status Reports		8												16	24	
<b>Task 1 SUBTOTAL - Project Management and Coordination</b>	<b>16</b>	<b>56</b>												<b>16</b>	<b>88</b>	
	\$ 4,400	\$ 9,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400		\$ 4,340

<b>Task 2. Meetings</b>																
<b>A. Project Kickoff - (PM and Disc. Leads) - 1 meeting</b>																
B. Standing Coordination (Hesse, staff as needed) - 16 assumed: (16) 1-hr virtual	8	24		4				8							44	
C. 30% Plan Review Meeting	2	4		2				2							10	
D. 95% Plan Review Meeting	2	4		2				2							10	
E. Coordination with CDOT and other agencies	2	4													6	
<b>Task 2 SUBTOTAL - Meetings</b>	<b>14</b>	<b>36</b>		<b>8</b>				<b>12</b>							<b>70</b>	
	\$ 3,850	\$ 5,940	\$ -	\$ 1,240	\$ -	\$ -	\$ -	\$ 3,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 14,270

<b>Task 3. Civil Engineering Design (Roadway, Pathway, Grading)</b>																
<b>A. Roadway Plans and Profiles</b>	8	40	60												108	
B. Typical Sections		4	4												8	
C. Roadway Geometry Sheets		4	4												8	
D. Removal Plans		8	20												28	
E. 30% Design Submittal	2	20	24												46	
F. Final Design Submittal	4	30	40												74	
G. Construction Documents Submittal (General Sheets, Tabulations, Plans, Specifications and Estimate)	4	24	40												68	
H. Quality Review of Submittals	4	16													20	
I. GESC					4		8					80			92	
<b>Task 3 SUBTOTAL - Civil Engineering Design (Roadway, Pathway, Grading)</b>	<b>22</b>	<b>146</b>	<b>192</b>		<b>4</b>	<b>8</b>						<b>80</b>			<b>452</b>	
	\$ 6,050	\$ 24,090	\$ 27,840	\$ -	\$ 860	\$ 1,240	\$ -	\$ -	\$ -	\$ -	\$ 9,600	\$ -	\$ -	\$ -		\$ 69,680

<b>Task 4. Traffic Engineering</b>																
<b>A. Traffic Signal Plan</b>	12	8	120												140	
B. Signing and Pavement Marking Plans	4	20	40	40											104	
C. Construction Traffic Control Plans		8	8												16	
D. Detour Plans																
E. Tabulations of Quantities	2	4	12												18	
<b>Task 4 SUBTOTAL - Traffic Engineering</b>	<b>18</b>	<b>40</b>	<b>180</b>	<b>40</b>											<b>278</b>	
	\$ 4,950	\$ 6,600	\$ 26,100	\$ 6,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 43,850

<b>Task 5. Retaining Wall Design</b>																
<b>A. Final Wall Plans and Details</b>		6	8					18	40			40			112	
B. Specifications																
C. Cost Estimating								4	4						8	
<b>Task 5 SUBTOTAL - Retaining Wall Design</b>		<b>6</b>	<b>8</b>					<b>22</b>	<b>44</b>			<b>40</b>			<b>120</b>	
	\$ -	\$ 990	\$ 1,160	\$ -	\$ -	\$ -	\$ -	\$ 5,940	\$ 6,820	\$ -	\$ 5,400	\$ -	\$ -	\$ -		\$ 20,310

<b>Task 6. Utilities (see attached from Triunity)</b>																
<b>A. Incorporate Utility Locate information into CADD Reference File</b>		20													20	
B. SUE - Utility Mapping																\$ 24,075
C. Quality Level A Data Collection																\$ 31,150
D. Utility Company Coordination																\$ 36,640
E. Vendor Services																\$ 100,000
1. Testholes for bored conduit 5 crossings (50 @\$2000 ea)																\$ 24,000
2. Testholes - Traffic Signals (6ea at 4'diam x 5' deep)																\$ 4,000
3. Traffic Control																
<b>Task 6 SUBTOTAL - Utilities</b>		<b>20</b>													<b>20</b>	
	\$ -	\$ 3,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 91,865

<b>Total Hours</b>	70	304	380	48	4	8	34	44	80	40	16	1028				
<b>Labor Rate/hr</b>	\$ 275	\$ 165	\$ 145	\$ 155	\$ 215	\$ 155	\$ 270	\$ 155	\$ 120	\$ 135	\$ 150					
<b>Labor Cost</b>	\$ 19,250	\$ 50,160	\$ 55,100	\$ 7,440	\$ 860	\$ 1,240	\$ 9,180	\$ 6,820	\$ 9,600	\$ 5,400	\$ 2,400		\$ 96,205		\$ 263,655	
<b>Expenses</b>													\$ 128,000		\$ 128,000	
<b>Total Cost</b>	\$ 19,250	\$ 50,160	\$ 55,100	\$ 7,440	\$ 860	\$ 1,240	\$ 9,180	\$ 6,820	\$ 9,600	\$ 5,400	\$ 2,400		\$ 224,205		\$ 391,655	
<b>Contingency (Work to be authorized in writing by Douglas County PM)</b>																\$ 58,345
<b>Total Cost</b>																<b>\$ 450,000.00</b>

**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](mailto: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.

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Megan Datwyler, Risk Manager

Date