

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 20____, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and Y2K Engineering, an Arizona limited liability company authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for Crowfoot Valley Road Corridor Study; 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: Katherine Haire, 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 Two Hundred Twenty-One Thousand and Nine Hundred and Twenty Dollars (\$221,920.00) for fiscal year 2026. 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 13, 2026, and terminate at 12:00 a.m. on July 12, 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: Katherine Haire, PTP
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7490
E-mail: khaire@douglasco.gov

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

and by the County to: Y2K Engineering, LLC
1921 S Alma School, Ste. 204
Attn: Yung Koprowski, P.E., PTOE, RSP2
Principal
Phone: (602) 837-4968
E-mail: ykoprowski@y2keng.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.

(INSERT FULL NAME OF CONSULTANT)

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

Exhibit A

SCOPE OF SERVICES

Y2K Engineering, LLC. shall herein be referred to as the Prime and Douglas County shall herein be referred to as the County.

A. Project Background and Objectives:

Crowfoot Valley Road serves as a primary north–south corridor within Douglas County, providing a critical connection between the communities of Parker, Castle Rock, and Castle Pines. The corridor is currently undergoing significant transition due to rapid residential and commercial development, resulting in increasing traffic volumes which are project to increase 186% from 2023 to 2050, evolving access needs, and heightened safety considerations.

Historically functioning as a relatively free-flowing arterial roadway, Crowfoot Valley Road is expected to experience increased signalization, additional access points, and changes in traffic patterns as adjacent development continues. Without a coordinated strategy, incremental access and intersection improvements have the potential to degrade corridor operations, reduce reliability, and increase crash risk over time.

This study is intended to provide Douglas County with a comprehensive, corridor-wide understanding of existing and future transportation conditions and to establish a clear framework for managing growth along the corridor.

B. Scope of Work

Task 1: Project Control

The Prime will provide comprehensive project management services to support the successful delivery of the Crowfoot Valley Road Corridor Study. Given the complexity of the corridor—including rapid development, multiple jurisdictional stakeholders, and the need to balance near-term improvements with long-term planning—effective project management will be critical to maintaining schedule, budget, and alignment with County priorities.

This task will establish a structured framework for communication, coordination, and decision-making throughout the project. The Prime will coordinate closely with the County Project Manager and Project Management Team (PMT) to confirm expectations, manage critical path elements, and ensure that technical analysis, stakeholder input, and recommendations remain aligned. Key focus areas will include proactive schedule management, clear documentation of assumptions, and timely coordination at major decision points such as data collection, alternatives screening, and development of final recommendations.

Task 1.1 – Kick-Off Meeting

The Prime will facilitate a kickoff meeting with the County to initiate the project and establish a shared understanding of scope, schedule, roles, and expectations. The meeting will include a review of project objectives, discussion of known corridor issues such as safety concerns, access challenges, and development pressures, and confirmation of communication protocols and coordination structure. The kickoff will also be used to identify key data needs and confirm the approach to stakeholder coordination and analysis.

Assumptions: The County will provide contact information for kick-off meeting invite list.

Deliverables: Agenda and Notes.

Task 1.2 – Project Management Plan

The Prime will develop a Project Management Plan (PMP) that defines the overall approach to project delivery. The PMP will document communication procedures, meeting cadence, QA/QC processes, and schedule management strategies, including identification of critical path tasks such as data collection, volume development, and alternatives evaluation. The PMP will also define roles and responsibilities and establish expectations for coordination with the PMT and stakeholders.

Assumptions: PMP reviewed and approved by County.

Deliverables: Project Management Plan (PMP).

Task 1.3 – Bi-Weekly PM Update

The Prime will conduct bi-weekly coordination meetings or provide email updates throughout the duration of the project to review project progress, identify risks, track action items, and confirm upcoming tasks. These updates will support proactive management of scope, schedule, and budget, and will allow for timely resolution of issues that could affect project delivery.

Assumptions: 9-month schedule, meetings may be replaced with email updates as needed.

Deliverables: Meeting summaries or email updates.

Task 1.4 – Monthly PMT Meetings

The Prime will facilitate monthly PMT meetings to present interim findings, review technical analyses, and obtain direction on key decisions. These meetings will support coordination across County departments and ensure that study outcomes align with broader County priorities related to transportation, development, and safety.

Assumptions: County to provide list of contacts to include in PMT.

Deliverables: Agendas and Notes for each meeting.

Task 1.5 – Three 3-Month Detailed Look Ahead Schedules

The Prime will develop rolling three-month look-ahead schedules that identify task sequencing, deliverables, responsibilities, and decision points. These schedules will provide transparency into upcoming work and will be used as a management tool to track progress and maintain alignment with the overall project timeline.

Assumptions: Three quarterly updates included in scope.

Deliverables: Look-ahead schedules.

Task 1.6 – Invoices & Progress Reports

The Prime will prepare monthly invoices and progress reports documenting work completed, budget status, upcoming tasks, and any issues affecting scope or schedule. These reports will support ongoing project oversight and coordination with the County.

Deliverables: Monthly Invoices & Progress Reports.

Task 2: Data Collection

The Prime will implement a phased, data-driven data collection program to support development of existing conditions and calibration of operational and safety analyses. Accurate representation of traffic conditions along Crowfoot Valley Road is critical given the corridor's evolving travel patterns, ongoing construction activity, and expected changes due to development.

This task is designed to capture both weekday and weekend travel behavior, including directional distribution, heavy vehicle activity, and peak period characteristics. The phased approach allows the study team to first confirm weekend travel patterns and then apply that information to guide full corridor data collection. In addition to traffic volumes, the data collection effort will support evaluation of gap acceptance behavior, safety conditions, and operational performance.

Task 2.1 – Review of Existing Data & Background Information

The Prime will compile and review available traffic data, including prior traffic impact analyses, County traffic counts, and other relevant datasets. This effort will identify data gaps, inform the data collection plan, and support development of existing conditions.

Assumptions: County will provide data, TIAs, and other relevant background material.

Task 2.2 – Exploratory Weekend Data Collection

The Prime will contract a data collection subconsultant to conduct 48-hour counts at a representative mid-corridor location to identify weekend peak travel characteristics. This effort will evaluate directional splits, heavy vehicle percentages, and peak hour conditions to inform the full data collection program and ensure that weekend conditions are accurately represented in the analysis.

Deliverables: Proposed Full Data Collection Plan.

Task 2.3 – Full Data Collection

The Prime will contract a data collection subconsultant to conduct comprehensive corridor data collection, including segment volume counts, turning movement counts, speed data, and gap acceptance data. This effort will provide the foundation for operational analysis, safety evaluation, and access management recommendations.

Gap acceptance data will be collected using video to evaluate accepted and rejected gaps and follow-up times, supporting calibration of analysis assumptions to reflect local driver behavior and corridor conditions.

Assumptions:

- 72-hour volume/class counts at 15 locations (4 with speed data)
- Peak period (9-hour) turning movement counts at 6 intersections
- Gap acceptance data at 1 location

Deliverables: Raw Traffic Data.

Task 2.4 – Corridor Audit

The Prime will perform a field review using a Road Safety Audit (RSA)-informed approach to evaluate geometric design, sight distance, access conditions, roadside features, and multimodal considerations. This effort will identify both systemic safety issues and near-term, low-cost improvement opportunities such as signing, striping, and access modifications.

Deliverables: Field Audit Technical Memorandum.

Task 2.5 – Existing Conditions Volume Development

The Prime will develop existing condition traffic volumes based on collected data and will adjust for construction-related impacts as needed. Volumes will be validated against historical datasets and coordinated with the PMT to ensure they represent typical operating conditions.

Deliverables: Proposed Existing Conditions Volumes.

Task 3: Stakeholder Coordination

The Prime will lead stakeholder coordination to ensure that corridor recommendations reflect regional priorities, planned improvements, and local context. Given the interjurisdictional nature of Crowfoot Valley Road, coordination with adjacent municipalities is essential to developing solutions that are technically sound and implementable.

This task will include structured engagement with the City of Castle Pines and the Towns of Castle Rock and Parker. Coordination will be phased to gather input early, refine concepts collaboratively, and confirm recommendations prior to finalization. The process will emphasize transparency, allowing stakeholders to understand tradeoffs and provide input while maintaining County leadership in decision-making.

Task 3.1 – Stakeholder List & Initial Communication

The Prime will identify relevant stakeholders and initiate coordination to introduce the project, establish communication channels, and begin scheduling project meetings.

Assumptions: The County will provide a list of stakeholder agency contacts to the Prime.

Task 3.2 – Stakeholder Discovery Meetings (Individual)

The Prime will conduct one-on-one meetings with each jurisdiction to understand corridor priorities, planned developments, access concerns, and known operational or safety issues. These discussions will inform the study approach and ensure that local context is incorporated into analysis and concept development.

Assumptions: One, 1-hour virtual meeting per jurisdiction (3 agencies).

Deliverables: Agenda and Notes.

Task 3.3 – Stakeholder Alternative Development Charrette

The Prime will facilitate an in-person charrette to present initial analysis results and needs identification along with initial concepts under consideration and will work with the stakeholder group to collaboratively develop and refine corridor concepts. This working session

will allow stakeholders to provide input on alternatives and identify additional concepts for evaluation.

Assumptions: One 2–4 hour in-person charrette.

Deliverables: Agenda and Notes.

Task 3.4 – Stakeholder Working Group Meeting (Recommendations)

The Prime will present draft recommendations, including corridor concepts and access strategies, and gather final stakeholder input prior to completion of project deliverables.

Assumptions: One, 1-hour in-person meeting.

Deliverables: Agenda and Notes.

Task 3.5 – Stakeholder Contingency

This subtask provides flexibility to address additional coordination needs not otherwise defined, including follow-up meetings or refinement of materials based on feedback. This contingency is not anticipated to cover coordination with stakeholders outside of the three identified agencies in this scope of work.

Task 4: Corridor Study Report

The Prime will prepare a comprehensive Corridor Study Report that evaluates existing and future transportation conditions and identifies phased improvement strategies. This task represents the core technical effort of the study and integrates data collection, operational analysis, safety evaluation, and concept development.

The analysis will be conducted across multiple planning horizons to capture near-term and long-term needs, with particular emphasis on understanding how development, access, and signalization will influence corridor performance. The study will apply industry-standard methodologies to evaluate operations and safety and will use a defined set of Measures of Effectiveness (MOEs) to compare alternatives and support decision-making.

Task 4.1 – Confirm Study MOEs

The Prime will coordinate with the County to confirm the Measures of Effectiveness (MOEs) that will be used to evaluate corridor performance and compare alternatives. These MOEs will reflect both corridor-level and intersection-level performance and will be selected to balance operational efficiency, safety outcomes, and long-term corridor function.

Proposed MOEs include corridor-level metrics such as volume-to-capacity ratio, travel time reliability (Travel Time Index), and predicted crash frequency and severity, as well as intersection-level metrics such as delay, level of service, queue lengths, and predicted crashes. Confirmation of MOEs at the outset of analysis will ensure consistency in evaluation and alignment with County priorities.

Deliverables: Memorandum documenting selected MOEs.

Task 4.2 – Horizon Years Volume Development

The Prime will develop future traffic volumes for multiple analysis horizons, including Interim (2028 and 2031) and Ultimate (2036 and 2046) conditions. Growth will be based on DRCOG projections and available development information, with application of appropriate K and D factors to develop peak hour volumes from forecasted daily volumes.

This effort will ensure that future conditions analysis reflects anticipated land use changes, regional travel demand, and corridor-specific growth patterns.

Assumptions: County will provide DRCOG model data as reported in the 2050 Douglas County Transportation Plan, Subarea 9 Portrait.

Deliverables: Proposed Future Conditions Volumes (for County approval).

Task 4.3 – Operations & Safety Analysis – Existing & Interim Horizon No-Build Conditions (Needs Identification)

The Prime will evaluate operational and safety performance under Existing and Interim (2028 & 2031) no-build conditions to identify deficiencies and emerging needs. Operational analysis will consider existing geometry and committed improvements, while safety analysis will evaluate historical crash data to identify patterns, high-risk locations, and contributing factors. This analysis will establish the baseline for identifying corridor needs and will inform development of Interim improvement strategies. Operations will be evaluated per Highway Capacity Manual methodology utilizing Synchro and Highway Capacity Software and Safety will be evaluated per Highway Safety Manual methodology.

Assumptions: Interim analysis assumes existing geometry and funded improvements through 2031

Task 4.4 – Interim Conditions Alternatives Development

The Prime will identify a range of treatment alternatives that address identified deficiencies and near-term needs in 2028 and 2031. Alternatives will focus on improving safety and operational performance while maintaining corridor capacity and supporting ongoing development. Alternatives may include intersection improvements, access modifications, signalization strategies, and targeted geometric enhancements and may include larger-scale capacity improvements if warranted. Evaluation of alternatives will use established project MOE's to support comparison of alternatives' operational and safety impacts. Operations will be evaluated per Highway Capacity Manual methodology utilizing Synchro and Highway Capacity Software and Safety will be evaluated per Highway Safety Manual methodology utilizing applicable crash modification factors when available.

Assumptions: Up to three alternatives will be evaluated for each study intersection.

Task 4.5 – Operations & Safety Analysis – Interim Build Conditions (Recommendations)

The Prime will incorporate feedback and recommendations from the County to determine the recommended treatment at each study intersection and incorporate the final operations and safety evaluation into the corridor-wide Interim build conditions evaluation. Recommendations may be refined based on PMT input and stakeholder feedback, but Interim recommendations

should be finalized before proceeding to Ultimate conditions needs identification to establish the background conditions for the Ultimate conditions no-build analysis.

Recommended improvements will be developed to an approximate 10 percent design level and will reflect realistic implementation constraints, including right-of-way limitations and existing development patterns.

Task 4.6 – Draft Corridor Study Report (Interim Conditions)

The Prime will prepare a draft report section documenting interim conditions analysis, including existing conditions, identified needs, evaluated alternatives, and recommended improvements. This interim deliverable will allow the County to provide early feedback on methodology, assumptions, and direction.

Deliverables: Draft Interim conditions report section.

Task 4.7 – Operations & Safety Analysis – Ultimate Horizon No-Build Conditions (Needs Identification)

The Prime will evaluate operational performance for the Ultimate horizon (2036 & 2046) no-build conditions to identify long-term deficiencies and needs. This analysis will assume recommended Interim improvements will be in place for the future no-build analysis. This analysis will establish the baseline for identifying future corridor needs to inform development of Ultimate improvement strategies. Operations will be evaluated per Highway Capacity Manual methodology utilizing Synchro and Highway Capacity Software. Safety will be considered using qualitative engineering judgement for this task as crash experience for the baseline Interim conditions will not be available for this task.

Assumptions: Ultimate analysis assumes recommendations made in the Interim conditions analysis will be implemented.

Task 4.8 – Ultimate Conditions Alternatives Development

The Prime will identify a range of treatment alternatives that address identified deficiencies and long-term needs in 2036 and 2046. Alternatives will include large-scale capacity improvements (widening) along with access management strategies, intersection spacing, and geometric improvements to support long-term mobility, safety, and reliability. Evaluation of alternatives will use established project MOE's to support comparison of alternatives' operational and safety impacts. Operations will be evaluated per Highway Capacity Manual methodology utilizing Synchro and Highway Capacity Software and Safety will be evaluated per Highway Safety Manual methodology utilizing applicable crash modification factors when available.

Assumptions: Up to three alternatives will be evaluated for each study intersection.

Task 4.9 – Operations & Safety Analysis – Ultimate Build Conditions (Recommendations)

The Prime will incorporate feedback and recommendations from the County to determine the recommended treatment on corridor segments and at each study intersection and incorporate the final operations and safety evaluation into the corridor-wide Ultimate build conditions evaluation. Recommendations may be refined based on PMT input and stakeholder feedback.

Recommended improvements will be developed to an approximate 10 percent design level and will reflect realistic implementation constraints, including right-of-way limitations and existing development patterns.

Task 4.10 – Draft Corridor Study Report (Interim & Ultimate Conditions)

The Prime will prepare a comprehensive draft Corridor Study Report documenting all analysis, findings, and recommendations. The report will include both Interim and Ultimate conditions and will incorporate comments received from the County on the draft Interim conditions report delivered with Task 4.6.

Assumptions: Draft Corridor Study Report will incorporate changes in response to comments received on the draft report provided in Task 4.6.

Deliverables: Draft Corridor Study Report.

Task 4.11 – Final Corridor Study Report

The Prime will finalize the Corridor Study Report incorporating County and stakeholder comments. The final report will include both Interim and Ultimate conditions and will present a clear narrative connecting data, analysis, and recommendations.

Assumptions: Final report will incorporate comments provided during one round of substantive review on the draft report provided in Task 4.11. This task assumes one more review round of the final report focused on changes from the previous draft report and minor editorial comments.

Deliverables: Final Corridor Study Report (will be incorporated into deliverable for Task 6.6)

Task 5: Access Management Plan

The Prime will develop a context-sensitive access management strategy for Crowfoot Valley Road that balances the needs of adjacent development with the corridor's function as a regional arterial. As development continues along the corridor, proactive management of access spacing, type, and location will be critical to maintaining safety and operational performance.

This task will be closely integrated with the Corridor Study Report, recognizing that access decisions directly influence capacity, reliability, and crash risk. The approach will consider existing conditions, planned developments, and long-term corridor function, and will vary recommended access management strategies along the corridor based on the surrounding context.

Task 5.1 – Inventory of Existing and Planned Access Points

The Prime will identify and document all existing and planned access points along the corridor, including driveways, intersections, and future connections associated with development. This inventory will serve as the foundation for evaluating access conditions and developing recommendations.

Deliverables: Existing Conditions Access inventory (GIS layer).

Task 5.2 – Confirm Access Management Standards and Expectations

The Prime will coordinate with the County to confirm applicable access management standards, criteria, and expectations. This will include review of County design standards and alignment with corridor planning objectives.

Task 5.3 – Draft Access Management Alternatives (Interim Conditions)

The Prime will develop Interim access management strategies that address near-term conditions and planned development. Strategies may include access consolidation, right-in/right-out restrictions, turn lane treatments, and intersection-based access.

These alternatives will be coordinated with Interim corridor concepts and evaluated as part of the overall analysis.

Deliverables: Interim access alternatives (for confirmation).

Task 5.4 – Integrate Access Management Assumptions into Interim Conditions Corridor Analysis

The Prime will incorporate access management assumptions into the interim operational and safety analysis to ensure that corridor performance reflects proposed access conditions.

Task 5.5 – Draft Access Management Alternatives (Ultimate Conditions)

The Prime will develop ultimate access management strategies aligned with the long-term corridor concept. These strategies will focus on preserving corridor function, minimizing conflict points, and supporting safe and efficient travel.

Deliverables: Ultimate access alternatives (for confirmation).

Task 5.6 – Integrate Access Management Assumptions into Ultimate Conditions Corridor Analysis

The Prime will incorporate ultimate access assumptions into long-term analysis to evaluate their impact on operations and safety and to ensure consistency between access strategy and corridor recommendations.

Task 5.7 – Stakeholder Engagement Support

The Prime will prepare exhibits and materials to clearly communicate proposed access management changes to corridor property owners, supporting County-led outreach and improving understanding of access impacts.

Assumptions: Stakeholder engagement material will be limited to access management impacts. This task assumes Douglas County will lead stakeholder engagement outreach and coordination with Y2K only providing material support.

Deliverables: Public facing access management material for distribution by the County.

Task 5.8 – Draft Access Management Plan

The Prime will prepare a draft Access Management Plan documenting recommended strategies, access controls, and supporting rationale. The plan will include mapping and graphics to clearly communicate access treatments and tradeoffs.

Deliverables: Draft Access Management Plan (GIS layer and technical memorandum)

Task 5.9 – Final Access Management Plan

The Prime will finalize the Access Management Plan incorporating feedback from the County and stakeholders. The final plan will provide a clear framework for evaluating future access requests and coordinating with development.

Assumptions: Final report will incorporate comments from the substantive review of the draft provided as part of Task 5.7. This task assumes one additional round of review focused on changes from the first draft report and minor editorial comments.

Deliverables: Final Access Management Plan (GIS package and technical memorandum)

Task 6: Implementation Plan

The Prime will develop an Implementation Plan that provides a clear, actionable roadmap for advancing corridor improvements. This task will translate technical recommendations into a phased program of projects aligned with funding, development timing, and operational needs.

The Implementation Plan will emphasize practicality and flexibility, allowing the County to implement improvements incrementally while maintaining alignment with the long-term corridor vision.

Task 6.1 – Develop Implementation Framework

The Prime will develop a framework for categorizing and prioritizing improvements, including short-term, medium-term, and long-term implementation horizons. The framework will consider safety, operations, development, and funding readiness.

Deliverables: Implementation framework (for schedules. confirmation).

Task 6.2 – Project Cost & Timing Estimation (Interim Conditions)

The Prime will develop planning-level cost estimates and implementation timing for Interim improvements. Estimates will be appropriate for planning and programming purposes and will be based on the 10 percent design plans developed in Task 4.5.

Task 6.3 – Draft Implementation Plan (Interim Conditions)

The Prime will prepare a draft implementation plan for Interim improvements, including prioritization, phasing, development triggers, and potential funding strategies.

Deliverables: Draft Interim implementation plan.

Task 6.4 – Project Cost & Timing Estimation (Ultimate Conditions)

The Prime will develop planning-level cost estimates and timing for Ultimate improvements, considering long-term infrastructure needs and potential constraints. Estimates will be appropriate for planning and programming purposes and will be based on the 10 percent design plans developed in Task 4.9.

Task 6.5 – Draft Implementation Plan

The Prime will prepare a comprehensive draft Implementation Plan incorporating both Interim and Ultimate improvements. The plan will provide a structured roadmap for advancing projects over time including prioritization, phasing, development triggers, and potential funding strategies.

Assumptions: Draft Implementation Plan will incorporate changes in response to comments received on the draft report provided in Task 6.3.

Deliverables: Draft Implementation Plan.

Task 6.6 – Final Corridor Study Report & Implementation Plan

The Prime will finalize the Implementation Plan and integrate it with the Corridor Study Report. The final deliverable will provide a cohesive, defensible framework for corridor planning, funding, and implementation.

Assumptions: Final report will incorporate comments provided during one round of substantive review on the draft report provided in Task 6.5. This task assumes one more review round of the final report focused on changes from the previous draft report and minor editorial comments.

Deliverables: Final Corridor Study and Implementation Plan.

C. Schedule:

This proposal outlines services to be completed within 9 months. Assuming notice to proceed by May 2026, this proposal targets delivery of the final Crowfoot Valley Road Corridor Study and Implementation Plan by January 2027.

D. Assumptions and Exclusions

This scope assumes the following assumptions and exceptions, including by not limited to:

- Microsimulation modeling is not included, all traffic operations focused MOEs will be evaluated using Synchro and Highway Capacity Software.

- Report documents will be prepared in Microsoft Word and will be prepared for a technical audience. Preparation of report findings and recommendations in accessible format for public comment or meetings is not included in this scope of work, except as provided in Task 5.7 to support notification of residents of proposed access management strategies.
- All submittals will be provided electronically in PDF format. Printing, reproduction, and shipping costs are not included.
- Design work is limited to 10% conceptual level drawings. Survey, and formal utility and ROW investigation is not included in this scope of work.

Exhibit B METHOD OF PAYMENT

The consultant shall complete this scope of work within 12-months of receiving notice to proceed and shall prepare and submit monthly progress reports and invoices to the County for approval and payment.

Rate Category		Project Manager	Sr. Professional I	Engineer III	Transportation Planner II	Designer II	Designer I	Transportation Planner I	
Rate		\$210.00	\$230.00	\$210.00	\$155.00	\$150.00	\$135.00	\$140.00	
Task #	Main & Sub Tasks								TOTAL FEES
Task 1	Project Control	68	10	10	0	4	0	0	\$19,280.00
1.1	Kick Off Meeting	4	2	2		4			\$2,320.00
1.2	Project Management Plan	8							\$1,680.00
1.3	Bi-Weekly PM Update	18							\$3,780.00
1.4	Monthly PMT meetings	24	8	8					\$8,560.00
1.5	Three 3-Month Detailed Look Ahead Schedules	6							\$1,260.00
1.6	Invoices & Progress Reports	8							\$1,680.00
Task 2	Data Collection	27	0	18	0	50	28	32	\$25,210.00
2.1	Review of Existing Data & Background Information	4				16			\$3,240.00
2.2	Exploratory Weekend Data Collection	1				2			\$510.00
2.3	Full Data Collection	2				4			\$1,020.00
2.4	Corridor Audit	16		18			28	32	\$15,400.00
2.5	Existing Conditions Volume Development	4				28			\$5,040.00
Task 3	Stakeholder Coordination	22	32	0	38	8	6	0	\$19,880.00
3.1	Stakeholder List & Initial Communication	1	2		4				\$1,290.00
3.2	Stakeholder Discovery Meetings (Individual)	3	6		6				\$2,940.00
3.3	Stakeholder Alt. Dev. Charrette	6	10		16	4	4		\$7,180.00
3.4	Stakeholder Working Group Meeting (Recommendations)	4	6		4	4	2		\$3,710.00
3.5	Stakeholder Coordination Contingency	8	8		8				\$4,760.00
Task 4	Corridor Study Report	66	8	25	8	332	106	0	\$86,300.00
4.1	Confirm Study MOEs	2				8			\$1,620.00
4.2	Horizon Years Volume Development	4				40			\$6,840.00
4.3	Operations & Safety Analysis - Existing & Interim Horizon No-Build Conditions (Needs Identification)	4		2		20			\$4,260.00
4.4	Interim Conditions Alternatives Development	6		2		48			\$8,880.00
4.5	Operations & Safety Analysis - Interim Build Conditions (Recommendations)	4					26		\$4,350.00
4.6	Draft Corridor Study Report (Interim Conditions)	8	4	4		48	4		\$11,180.00
4.7	Operations & Safety Analysis - Ultimate Horizon No-Build Conditions (Needs Identification)	8		5		28			\$6,930.00
4.8	Ultimate Conditions Alternatives Development	4		4		56			\$10,080.00
4.9	Operations & Safety Analysis - Ultimate Build Conditions (Recommendations)	10					36		\$6,960.00
4.10	Draft Corridor Study Report (Interim & Ultimate Conditions)	8	4	8	8	60	24		\$17,760.00
4.11	Final Corridor Study Report	8				24	16		\$7,440.00
Task 5	Access Management Plan	32	4	0	10	116	0	52	\$33,870.00
5.1	Inventory of Existing and Planned Access Points	2						8	\$1,540.00
5.2	Confirm Access Management Standards/Expectations	4				8			\$2,040.00
5.3	Draft Access Management Alternatives (Interim Conditions)	4				20		12	\$5,520.00
5.4	Integrate Access Management Assumptions into Interim Conditions Corridor Analysis	2				16			\$2,820.00
5.5	Draft Access Management Alternatives (Ultimate Conditions)	4				20		12	\$5,520.00
5.6	Integrate Access Management Assumptions into Ultimate Conditions Corridor Analysis	2				12			\$2,220.00
5.7	Stakeholder Engagement Support	2	4		10			8	\$4,010.00
5.8	Draft Access Management Plan	8				32		8	\$7,600.00
5.9	Final Access Management Plan	4				8		4	\$2,600.00
Task 6	Implementation Plan	20	24	14	68	16	28	0	\$29,380.00
6.1	Develop Implementation Framework	2	4		12				\$3,200.00
6.2	Project Cost & Timing Estimation (Interim Conditions)	2		4			16		\$3,420.00
6.3	Draft Implementation Plan (Interim Conditions)	2	4		24				\$5,060.00
6.4	Project Cost & Timing Estimation (Ultimate Conditions)	2		4			12		\$2,880.00
6.5	Draft Implementation Plan	4	8		32				\$7,640.00
6.6	Final Corridor Study Report & Implementation Plan	8	8	6		16			\$7,180.00
TOTAL HOURS		235	78	67	124	526	168	84	1,282
TOTAL FEES		\$49,350.00	\$17,940.00	\$14,070.00	\$19,220.00	\$78,900.00	\$22,680.00	\$11,760.00	\$213,920.00

Total Base Service	\$213,920.00
Data Collection	\$8,000.00
GRAND TOTAL	\$221,920.00

Proposal

All Traffic Data Services, LLC 12200 West 52nd Avenue, Unit 4, Wheat Ridge, CO 80033, 303-216-2439 (tel)

Submitted To: Y2K Engineering Castle Rock, CO

Date: 4/14/2026

Job Description: Crowfoot Valley Study

We hereby propose to furnish all materials and perform all the labor necessary for the completion of the following:

Item#	Description	Quantity	Unit Price	Units	Total
100	Data Collection	1.00	8,000.00		\$8,000.00
	<ul style="list-style-type: none"> * (1) 48-hour volume/class count collected on a Saturday and Sunday •(9) 72-hour bi-directional volume/class counts (two mid-week days + one weekend day) •(4) 72-hour bi-directional volume/class/speed counts (two mid -week days + one weekend day – same days as volume/class counts) •(6) Turning Movement Counts (One weekday coinciding with segment counts from 6:30 – 9:30 AM & 3:00-6:00 PM, plus one three hour weekend peak period TBD based on phase 1 data collection) •(1) Gap Acceptance Data Collection, representative intersection (anticipated Pinery Parkway, to be confirmed). Collect sufficient data to determine: <ul style="list-style-type: none"> *Accepted gaps *Rejected gaps *Follow-up times 				

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Prices are good for 60 days.

Respectfully submitted: **ATD Services**

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

\$8,000.00

Signature: _____ Date: _____

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@douglasco.gov

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