

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of July 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and Kimley Horn & Associates, Inc., a corporation, authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for Zebulon Sports Complex – Phase 1 Site Civil Project, SP 2025-018; and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Sean P. Owens. PE, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

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

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

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

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

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Four Hundred Ten Thousand Dollars (\$410,000.00) for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on July 9, 2025 and terminate at 12:00 a.m. on December 31, 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:	Sean P. Owens, PE Douglas County Department of Public Works 100 Third Street, Suite 220 Castle Rock, CO 80104 (303) 660-7490
with a copy to:	E-mail: sowens@douglas.co.us Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 (303) 660-7414 E-mail: attorney@douglas.co.us
and by the County to:	Kimley Horn & Associates, Inc. 3325 South Timberline Rd, Ste 130 Fort Collins, CO 80525 Attn: Caitlin Sheahan, PE Phone: (970)986-6784 E-mail: caitin.sheahan@kimley-horn.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 st | This Contract, Sections 1 through 28 |
| 2 nd | Request for Proposal (if applicable) |
| 3 rd | 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.

KIMLEY HORN & ASSOCIATES, INC.

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

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

APPROVED AS TO CONTENT:

_____, **CHAIR** **Date**

DOUGLAS J. DEBORD **Date**
COUNTY MANAGER

ATTEST

Deputy Clerk **Date**

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

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

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND **Date**
Director of Finance

Chris Pratt **Date**
Senior Assistant County Attorney



June 24, 2025

Sean P. Owens, PE
Special Projects Manager
Douglas County PW Engineering
On Behalf of Board of County Commissioners of the County of Douglas, State of Colorado
100 Third Street
Castle Rock, CO 80104

Re: Zebulon Sports Complex – Phase 1 Site Civil Project
SP 2025-018

EXHIBIT A

PROJECT UNDERSTANDING

The Board of County Commissioners of the County of Douglas, State of Colorado (the “County”, “Client”) requires engineering construction documents (CDs) for the future Zebulon Sports Complex, Phase 1 Site Civil (±125 acres) per the **Figure A** attached herein. It is understood that the CD package will require review from the Douglas County engineering department as well as Dominion Water and Sanitation District (DWSD). Kimley-Horn understands that a Site Improvement Plan (SIP) submittal is not required at this time. Kimley-Horn will be providing civil construction documents for “Phase 1” of the Project SP 2025-018.

Kimley-Horn understands that Phase 1 of the Project, as shown in **Figure A**, consists of the following proposed improvements:

- Mass grading of the 125-acre area highlighted in red in the exhibit
- Temporary drainage channel to the eastern detention pond
- Detention pond at the eastern limits of the site, east of the multi-purpose turf field
- 8” PVC sanitary sewer extension from the existing stub in the Yellowcress Street cul-de-sac (approximately 1,500 linear feet). No pump design is anticipated, and if a gravity system is not possible, additional design and an amendment will be required. Easements for the sanitary main will be through the Client’s surveyor.
- 12” PVC watermain extension from the existing stub on the east side of Moore Road at Yellowcress Street (approximately 2,200 linear feet). Easements for the watermain will be through the Client’s surveyor.
- 15” PVC sanitary sewer extension from the existing stub in Waterton Road (approximately 3,200 linear feet). No pump design is anticipated, and if a gravity system is not possible, additional design and an amendment will be required. Easements for the sanitary main will be through the Client’s surveyor.
- Public “ring-road”, approximately 5,000 linear feet, through Zebulon Park located east of the Phase 1 development to connect to North EVOC (Emergency Vehicle Operations Center) Road and South EVOC Road. Kimley-Horn will design this ring-road (shown herein in red on **Figure A**) per County standards to an Avenue Section.

- Public “interconnect road”, approximately 2,200 linear feet, through Zebulon Park Phase 1 to connect to Waterton Road and the Ring-Road. Kimley-Horn will design this interconnect road (shown herein in purple on **Figure A**) per County standards to an Avenue Section.
- Storm sewer shall be designed for the proposed ring-road and interconnect road (approximately 5,100 linear feet). The storm sewer is anticipated to discharge to the north and east of the ring-road into temporary drainage swales. It is understood that the drainage swales and pond north of the ring-road is to be designed by others.
- 8” PVC watermain and sanitary sewer (approximately 7,200 linear feet each) shall be designed by Kimley-Horn under the proposed ring-road and interconnect road.
- Kimley-Horn understands all Waterton Road roadway improvements and intersection designs with Waterton Road will be provided by others.

The anticipated scope of services is summarized below.

SCOPE OF SERVICES

Task 1 – Project Meetings

Kimley-Horn will participate in project meetings with the Client and Project Team, attend meetings with jurisdictional staff, and provide other coordination to support the Project. This task is intended to capture the effort for these meetings, conference calls, and design coordination for this Project. Meetings, whether in person or via telephone will include preparation and travel time. Coordination with the Client, Project Team, adjacent landowners, County, or other agencies will be invoiced as a part of this task.

These services are provided on an hourly basis with an estimate of up to one hundred (100) hours to be provided. If additional meetings, coordination, exhibit preparation, or public outreach support is deemed necessary for the Project, additional time beyond this hourly estimate can be provided at our then-current hourly rates. Kimley-Horn will not exceed this estimated fee without prior approval from the Client.

Task 2 – Limited Schematic Design and Feasibility

Kimley-Horn will provide feasibility and schematic design support to Douglas County for the gravity sanitary sewer design alternatives for the Site and mass grading options for Phase 1 of the Project. With this Task, Kimley-Horn will:

- Provide up to five (5) exhibits for gravity sanitary sewer alignments and alternatives
- Provide up to two (2) exhibits for watermain alignment options
- Provide up to two (2) exhibits showing preliminary grading across Phase 1 of the property and raw earthwork volumes. The earthwork volumes provided will be based on a conceptual final grading surface, and will generate a volume comparing it to the existing grade surface. There will be no over-excavation or shrink / swell factors applied to these raw volumes.
- Attend up to four (4) project team meetings.
- Provide up to one (1) revision on each exhibit above based on reasonable County comments.

Task 3 – Grading, Erosion, and Sediment Control (GESC) Report and Plan

Kimley-Horn will prepare the GESC Report and plan set per the County requirements. The Report is anticipated to consist of: project description, existing site conditions, soils information, areas and volumes, erosion and sediment control measures, schedule, permanent stabilization, stormwater management considerations, maintenance, and opinion of probable cost for installation and maintenance controls.

The GESC Plans are anticipated to consist of the following sheets for Phase I of the project:

- Cover Sheet, one (1) sheet
- General Notes, one (1) sheet
- Overall Key Map, one (1) sheet
- Initial GESC, six (6) sheets
- Interim GESC, six (6) sheets
- Final GESC, six (6) sheets
- Details, up to two (2) sheets

Task 3 documents will be submitted by Kimley-Horn to the Douglas County Engineering Review Team and Dominion Water and Sanitation District in PDF format. Kimley-Horn anticipates an initial submittal and up to two (2) resubmittals based on reasonable County comments. Revisions beyond those identified above will be provided as an Additional Service. Meetings attended in support of completion of this task will be performed as a part of Task 1.

Task 4 – Engineered Site Construction Drawings

The County requires final construction documents to be submitted as part of the entitlement process. Two (2) separate plan sets are required for the final construction documents. One plan set for roadway and drainage construction will be provided for the County and one plan set for water and sanitary sewer construction will be provided for Dominion Water and Sanitation District (the District, DWSD).

Kimley-Horn will prepare the final construction documents for the Phase 1 on-site infrastructure as follows:

Roadway and Drainage Plans*

- Cover Sheet, one (1) sheet
- General Notes and Sections, up to two (2) sheets
- Mass Grading*, up to six (6) sheets
- Grading cross-sections, three (3) sheets
- Temporary Drainage Channel Plan and Profile, up to two (2) sheets
- Detention Pond Plan and Details, up to four (4) sheets
- Paving plan and profiles (up to fourteen (14) sheets)
- Storm sewer plan and profiles (up to seven (7) sheets)
- Detail Sheets, up to six (6) sheets
- Landscape and Irrigation Plans (provided by Client's Landscape Architect)

*Note: Only mass grading of "Phase 1" and design of the ring-road and interconnect road as shown on **Figure A** herein is proposed at this time and anticipated in this Agreement. It is understood over-

excavation plans for the entire Phase 1 Site are not required and are not included in this Agreement. It is understood over-excavation plans for the ring-road and interconnect road are required and shall be provided as part of **Task 8**. Engineering drawings associated with future phases or detailed design of the Site can be provided under a separate Agreement. Kimley-Horn understands all Waterton Road roadway improvements and intersection designs with Waterton Road will be provided by others.

Water and Sanitary Sewer Plans

- Cover Sheet, one (1) sheet
- General Notes, up to two (2) sheets
- Overall Utility Plan, up to four (4) sheets
- Water Plan and Profile, up to fourteen (14) sheets
- Sanitary Sewer Plan and Profile, up to twenty (20) sheets
- Detail Sheets, up to two (2) sheets

It is understood that a utility analysis is not required for this project and that the proposed water main and sanitary sewer will be per the diameters outlined above. It is understood the proposed utilities will tie into the existing stubs at the eastern limits of the Yellowcress Street cul-de-sac and the Waterton Road / Moore Road intersection. Coordination with DWSD for the proposed connection to the future 12-inch PVC watermain in Waterton Road will be provided under Task 1.

Task 4 documents will be submitted by Kimley-Horn to the Douglas County Engineering Review Team and Dominion Water and Sanitation District in PDF format. Kimley-Horn anticipates an initial submittal and up to two (2) resubmittals based on reasonable County and District comments. Revisions beyond those identified above will be provided as an Additional Service. Meetings attended in support of completion of this task will be performed as a part of Task 1.

Task 5 – Phase III Drainage Report

Kimley-Horn will prepare a Phase III Drainage Report for the Project based on the County's Storm Drainage Design Criteria and Construction Specifications and the Master Drainage Report for Sterling Ranch prepared by Matrix Design Group in 2020. This task is anticipated to provide a narrative, existing and proposed drainage map, existing and proposed hydrologic calculations utilizing the rational method, and temporary ditch sizing calculations. We anticipate that no off-site analyses will be required and, therefore, is not a part of the scope.

Kimley-Horn understands that detention and water quality calculations will be required based on an assumption of future site imperviousness per the Concept Plan for the development provided in March 2025 and shown on **Figure A** herein. This task consists of sizing of one (1) full spectrum detention pond using MHFD-Detention. The pond will be sized to accommodate the required water quality treatment and detention requirements for the portion of the Phase 1 development that drains to the east and evaluated with the assumed future development of the site. It is understood that a detention pond will be required to the north of Phase 1 for the portion of the Site that drains north, and this pond will be designed by others along with the temporary swale to the pond.

The Phase III Drainage Report will be submitted by Kimley-Horn to the Douglas County Engineering Review Team in PDF format. It is anticipated that up to two (2) rounds of revisions based on reasonable comments from the County will be provided in this task. Revisions beyond those identified above will be provided as an Additional Service.

Task 6 – Dry Utility Design & Coordination

Kimley-Horn will provide the services specifically set forth below.

- Submit Xcel applications for new electric and natural gas distribution. Coordinate with Lumiere Fiber to provide telecommunications distribution and joint trenching.
- Assist design team with coordinating joint trench routing and equipment (transformer and pedestal) locations to maintain clearances from wet utilities, structures, and landscaping.
- Prepare dry utility coordination plan indicating routing of underground natural gas, electric, and telecommunication lines, transformers, service pedestals, or other dry utility required equipment.
- Prepare dry utility sleeving plan for required natural gas, electric, streetlighting, Telecommunications, and irrigation across alleys and public roadways.
- Coordination of easements to be shown on plat or by separate legal document. Preparation of easements excluded from this scope.
- Review up to two (2) designs and cost estimates provided by each Service Provider.
- Applications, design, and coordination for individual building gas, electric, and fiber services is excluded from this scope.

Task 7 – Construction Phase Services

Kimley-Horn will provide limited construction phase services to Client for this project. The scope of this task consists of answering questions and providing clarification of plans during the construction period. Kimley-Horn will schedule pre-construction meetings with Service Providers, General Contractor, and Owner representative prior to the start of any work. Kimley-Horn can assist in coordinating electric and gas meter sets with Xcel Energy. Periodic site visits can be arranged at appropriate times to review progress.

Kimley-Horn will not direct the work of the Contractor, guarantee the performance of the contracts, nor accept responsibility for the Contractor's means, methods, and safety at the site. Kimley-Horn will not be responsible for acts or omissions of the Contractor or any of its subcontractors, suppliers, or vendors. Contractor is responsible for providing notes of all field changes. This task does not include daily or regular site observations for utility installation or other construction progress. Daily or regular observations of construction activities, if required, are to be provided by third party inspector.

Due to the unknown extent of our involvement at this time Kimley-Horn will provide these services on an hourly basis with an anticipated effort level of up to one hundred (100) hours provided in the budget. Extended construction schedule or significant construction involvement is neither anticipated nor included. Additional time beyond this hourly estimate can be provided at our then-current hourly rates.

New Task 8 – Public Ring-Road and Interconnect Road Over-Excavation Plan

Kimley-Horn will prepare an over-excavation plan for the proposed public ring-road and interconnect road based on the Geotechnical Engineer's recommendations for depth and a cross-section approved by the Client.

CADD Conversion and Surface Design

Kimley-Horn will build a surface model of the proposed approx. 5,000 linear feet ring-road and approx. 2,200 linear feet of interconnect road based off the design prepared in Task 4. Kimley-Horn will convert the proposed XML files to develop a corridor file to create the over-excavation surface.

Provided by Kimley-Horn:

- Corridor surface XML (ring-road, interconnect road) to create Over-excavation Plan (below)

Over-Excavation Plan

Kimley-Horn will provide an over-excavation plan for the ring-road and interconnect road, as follows:

- Ring-road & Interconnect road street cross sections: Depicting pavement sections and over-excavation depths per recommendations by the Client's Geotechnical Engineer. It is understood that the Client will provide the Geotechnical report with over-excavation recommendations.

Kimley-Horn will prepare the over-excavation plans for submittal to the Client on up to four (4) sheets with two (2) detail sheets. Kimley-Horn will update the over-excavation plans for one (1) revision per the Client's direction due to reasonable comments or discovered field conditions.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Traffic Impact Study or Access Plan
- Landscape and Irrigation Design
- Over-excavation Plan
- Structural Wall / Retaining Wall design
- Site Improvement Plan (SIP) Application Materials
- Off-site Improvement Plans
- Utility Sizing / Modeling Analysis
- Final Engineering Construction Documents beyond those identified above
- Surveying and legal preparation of easements and right-of-way will be by others.
- Commissioning of any dry utility systems
- Electrical engineering for private electrical and lighting for park spaces
- Coordination of individual electric and natural gas meter sets.

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

We will provide our services with the goal of meeting a mutually agreed upon schedule. Any variations in the agreed upon schedule will be communicated to the Client.

EXHIBIT B

FEE AND EXPENSES

Kimley-Horn will perform the services for the following fee:

Task	Description	Fee	Type
Task 1	Project Meetings	\$22,500	HR
Task 2	Limited Schematic Design and Feasibility	\$30,000	LS
Task 3	Grading, Erosion, and Sediment Control (GESC) Report and Plan	\$32,500	LS
Task 4	Engineered Site Construction Drawings	\$247,000	LS
Task 5	Phase III Drainage Report	\$35,000	LS
Task 6	Dry Utility Coordination	\$9,000	LS
Task 7	Construction Phase Services	\$22,500	HR
Task 8	Public Ring-Road & Interconnect Road Over-Excavation Plan	\$11,500	LS

Lump Sum Fee - Services indicated by a "LS" will be provided for the identified Lump Sum Fee.

Hourly Fee - Services indicated by "HR" will be provided on an hourly basis and the fee amounts provided are strictly estimates for these tasks. The estimates noted above do not cap the amount that will be billed. Labor fee will be billed based on actual hours spent according our Standard Hourly Rate Schedule, which is subject to periodic adjustment. An amount equal to 4% of the hourly labor effort will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing.

Direct Reimbursable Expenses - For all tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the invoice date. Payment will be due and payable within twenty-five (25) days of your receipt of the invoice.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, will submit invoices electronically via email in an Adobe PDF format to Sean Owens, sowens@douglas.co.us. Additional recipients of invoices can be added upon request.

CLOSURE

The parties agree to enter into a mutually agreeable contractual arrangement following award of the Project. We will commence services, as defined within the Fee and Expenses, only after we have received a fully-executed agreement. Fees stated in this Proposal are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me at 970-986-6784 if you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



By: Caitlin Sheahan, P.E.
Project Manager



By: Emily Felton, P.E.
Vice President

Figure A

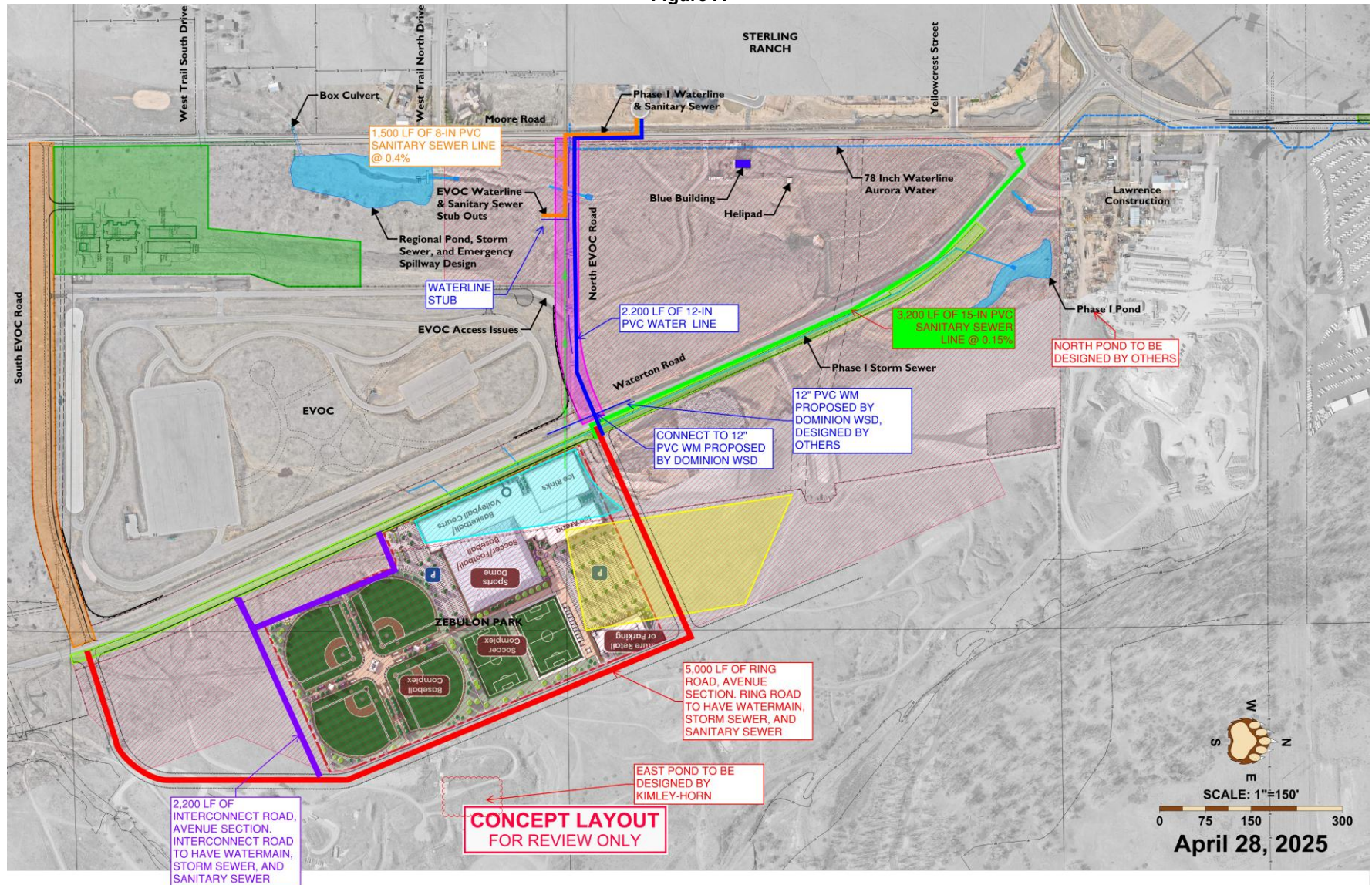


Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least three (3) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but

not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Megan Datwyler, Risk Manager

Date

From: [Christopher Pratt](#)
To: [Sean Owens](#)
Cc: [Amy Williams](#); [Ashley Pennick](#)
Subject: RE: PCS - Kimley Horn - Zebulon Phase 1 Site Civil
Date: Thursday, June 26, 2025 2:23:28 PM

Looks fine Sean. Are they aware of the environmental issues on this site? Should we include the likelihood of having to redesign or make significant modifications due to such concerns and CDPHE? I am not sure we need it in there or not for design – definitely will for construction.

From: Sean Owens <SOWens@douglas.co.us>
Sent: Wednesday, June 25, 2025 10:15 AM
To: Christopher Pratt <cpratt@douglas.co.us>
Cc: Amy Williams <awilliam@douglas.co.us>; Ashley Pennick <apennick@douglas.co.us>
Subject: PCS - Kimley Horn - Zebulon Phase 1 Site Civil

Christopher,

Please review the attached and let me know any comments.

This will go to the BOCC at the July 8th Business Meeting.

Happy Wednesday!

Sean