

PUBLIC CONTRACT FOR SERVICES

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

RECITALS

WHEREAS, the County is undertaking certain activities for CI2025-025, GRIGS ROAD PHASE 2 IMPROVEMENTS PROJECT 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: Amy Strouthopoulos, P.E., (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 Ninety-Two Thousand, Six Hundred Fifty-Nine Dollars and Zero Cents (\$492,659.00) 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 **August 14, 2025**, and terminate at 12:00 a.m. on **August 31, 2026**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

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

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

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

is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

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

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

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

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

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

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

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

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

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

by the Consultant to: Amy Strouthopoulos, P.E.
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7480
E-mail: astrouthopoulos@douglas.co.us

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

and by the County to: RS&H, Inc.
4582 South Ulster Street, Suite 1100
Denver, CO 80237
Attn: Jeremy Haywood, P.E.
Phone: (303) 409-9700
E-mail: Jeremy.Haywood@rsandh.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.

RS&H, Inc.

BY: Randal Lapsley

Printed Name: Randal Lapsley

Title: Vice President

DATE: August 7, 2025

ATTEST: (if a corporation)

Signed by: Cathy G. Scott
D4B7ECDE77E84D2...

Title: Cathy G. Scott, Asst. Corp. Sec.

Signature of Notary Public Required:

STATE OF Colorado)

COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 17th day of August, 2025, by Randal Lapsley.

Witness my hand and official seal

Paula McMARTIN
Notary Public

My commission expires: 02/24/2027

PAULA McMARTIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114011679
MY COMMISSION EXPIRES 02/24/2027

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

ATTEST

ABE LAYDON, Chair Date

HAYLEY HALL, Deputy Clerk Date

APPROVED AS TO CONTENT:

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

DOUGLAS J. DEBORD Date
County Manager

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
Sr. Asst. County Attorney

Appendix A - Scope of Services

Douglas County has requested that RS&H provide design services for the improvement of Grigs Road. The following scope of work details the services RS&H will perform:

- › Section 000 – Introduction
- › Section 100 – Project Management and Coordination
- › Section 200 – Alternative Design Analysis and Data Collection
- › Section 300 – Preliminary and Final Design

000 Introduction

This document outlines the initial scope of work for the Grigs Road Project to perform design services. The project will evaluate design alternatives that will address safety concerns along the roadway. The project will improve safety through a combination of profile and geometric corrections, and traffic calming.

The project will consist of an alternatives design process, followed by preliminary (30%), final design (90%), and Advertisement Submittal. Major design elements of this scope of work include:

- › Project Management and Project Meetings
- › Topographical Survey and ROW Legal Descriptions
- › SUE and Utility Coordination
- › Geotechnical Exploration and Geotechnical Support
- › Drainage Design and Water Quality
- › Roadway Design

010 Work Duration

A project schedule will be established and agreed upon for the design work. The schedule will be maintained throughout the design phase

of the project. It is anticipated that the project will require 12 months to complete.

020 Consultant Responsibilities

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

- › Project design administration
- › Project scheduling, kickoff, and coordination meetings, stakeholder meetings including public involvement and environmental clearance, and FIR/FOR meetings
- › Develop design criteria, memorandums, and reports
- › Preliminary and Final Design and Submittals

Work will be completed using the latest Douglas County, AASHTO, and CDOT design and construction standards. Where applicable, RS&H will be responsible for the development of Imperial (English) dimensioned designs conforming to County standards. Plans and specifications will be signed and sealed by a Colorado Registered Professional Engineer.

100 Project Management and Coordination

110 Project Management

RS&H shall provide project management and coordination services, including scheduling of work, management of the Consultant team, and project budget.

120 Kickoff/NTP and Design Scoping Review (DSR) Meeting

A project kickoff meeting and design scoping review meeting will be organized with Douglas County representatives, Douglas County project management, and technical staff to define project

scope, roles, responsibilities, communication, and technical issues and requirements.

130 Project Coordination Meetings

Project coordination meetings will be conducted with the County Project Manager, with other departments included as needed. Meetings will be bi-weekly through FOR, and monthly thereafter. Agendas will be prepared by RS&H, and meeting minutes will be completed and distributed to attendees within five working days. The assumption for this scope is that project coordination meetings are virtual (Zoom, Teams, etc.) with an option to attend in person if requested. Additional subject-specific meetings such as structure selection, plan review, etc., are described separately.

140 Virtual Public Meeting and Stakeholder Coordination

A virtual open house will be held to share the design with the public and to solicit feedback. It is anticipated that the project will also be shown on the County's website. Project information will be housed on a website that will allow for the public to input feedback on the project. The website will be built and maintained by Trestle Collective, a subconsultant to RS&H. The project website will remain active for 2 years through the completion of the construction project. In addition, RS&H will coordinate with stakeholders such as Highlands Ranch Community Association and Metropolitan District, Douglas County Open Space, and Backcountry Wilderness Area, to solicit feedback on the project.

150 FIR and FOR Meetings

FIR and FOR meetings will be conducted. RS&H will submit design documents for review as identified in the deliverables section of this proposal.

160 Project Schedule

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

It is projected that at most, the project will take 12 months to complete.

170 Quality Reviews

Pre-submittal quality reviews will be completed by RS&H prior to submittal. A Quality Management Plan (QMP) will be implemented, making certain submittals follow the QA/QC reviews including submittal from sub-consultants.

200 Alternative Design Analysis

RS&H will be responsible for the development of design alternatives in accordance with the sections below. Design will begin as a conceptual design phase (10% level plans) for up to three designs. The purpose of the alternative design phase will be to evaluate the pros/cons of roadway improvements. The concepts will be evaluated in terms of overall cost, impacts to schedule, and traffic calming effectiveness. Additional criteria will be determined with the assistance of Douglas County. The alternative design analysis will end once a concept design has been selected. Survey work will commence during the alternative design phase.

210 Topographical Surveying

RS&H will provide topographical survey services through our subconsultant HKS. Topographical Survey for this project will be completed in accordance with the CDOT Survey Manual (TMOSS). Survey limits will include a generous buffer to account for changes and refinement as the design progresses. Scope includes the following:

Design Topographic Survey

- ▶ Survey Control
 - Per the provided plan set titled “Grigs Road Paving Project, Douglas County Project No. CI 2021-032,” HKS understands that there were seven control points set in the Phase 2 area during the initial survey work. HKS will attempt to recover

these points to ensure that Phase 2 work will coexist with the Phase 1 work. HKS will set additional control points through the project limits to facilitate the survey work and provide control points to be utilized during the construction phase.

- HKS will set up to six additional control points. Control points will be a No. 5 rebar with cap set outside the existing road corridor.
- From the plan set, the coordinates are State Plane Colorado Central 0502 (US Feet), Horizontal Datum NAD83/92, and the Vertical Datum is NAVD 88.

› Design Survey

- HKS is proposing a combination of aerial survey methods and conventional survey methods for this survey. HKS will conduct aerial missions to acquire aerial photography and LiDAR data. The LiDAR data will be processed and point clouds generated. The data will then be reviewed and classified into ground features with vegetation removed. At this point, traditional survey methods will be used to assist with both the creation of the surface, collection of topographic features, and our internal QA/QC process. HKS will locate the edge of pavement/concrete, fences, concrete sidewalks, signs, power poles, transformers, structures, traffic signal poles, etc. To assist with the QA/QC process, HKS will perform cross-sections of the existing road at 500-foot intervals to verify the LiDAR data is within acceptable tolerances. HKS will survey edge of road – centerline/crown – edge of road. As part of this process, the underground utilities will be surveyed as they are designated by HKS Utility Services as part of the SUE plan set.
- At this stage, quality is controlled through our survey control network checks and by utilizing both our survey control and ground control for aerial operations. Quality is assured through

a review of our survey procedures and a review of data sets for anomalous or irregular data points. Data points will be extracted from the point clouds, and the aerial photography will be utilized to extract the topographic features into both individual points and polylines to be imported into AutoCAD. Once the extraction has been completed, a base drawing will be generated with the LiDAR data and the conventional data. This drawing will contain topographic features along with a surface with one-foot contours.

› Right-of-Way

- HKS will recover the PLSS section corners in Sections 19 and 30 T6S R67W and Sections 24 and 25 T6S R68W to assist with the placement of the boundary of the Open Space Conservation Area (OSCA). This will help identify the exact location of the existing road and with the redesign of Grigs Road and the design of the proposed adjacent trail. Preliminary research shows that Douglas County has a parcel of land in the OSCA area for a road, but it does not extend through the length of the project area. The overall boundary lines for the easement and associated parcels will need to be accounted for in the design process. Once this linework has been generated, it will be placed in the base drawing. HKS will not be doing any boundary analysis or determination as part of this scope. HKS will recover enough controlling corners to place the record boundaries for the design team to place any future easements for this project.

› Easement Acquisition

- HKS will prepare five easement documents. HKS will prepare a description and an exhibit from linework provided by RS&H. One of HKS's Professional Land Surveyors will sign and certify the documents.

► Project Control

- HKS will prepare a Project Control Exhibit that the design team can utilize for the plan set. This exhibit will contain the project coordinate system information, the recovered control points, set control points, and recovered section corners. This exhibit will be signed and certified by one of HKS's Professional Land Surveyors.

220 Subsurface Utility Engineering and Utility Plans

RS&H will complete SUE and utility plans through a subconsultant, HKS. HKS will perform the following:

1. **Utility Records Research.** HKS will submit a subsurface utility engineering notification to the Utility Notification Center of Colorado, provide utility records research, and contact and/or meet with facility owners, as necessary.
2. **Utility Designation.** HKS will designate existing subsurface utilities within the proposed excavation area/SUE limits as necessary to develop utility alignments within the project area and mark the approximate location of existing utilities on the ground surface for subsequent survey. Utility mapping will be based on Quality Level (QL) B designation (if traceable using conventional electromagnetic utility detection equipment) for “dry utilities” (electric, gas, and telecommunications) and water, QL C or QL D designation for sanitary sewers, and QL C designation for storm sewers (unless QL B is attainable via optical methods). Utility mapping for quality levels will include utility type, ownership, size, and material, based on available record information provided by the utility owner.
3. **Existing Utility Plan.** HKS will provide an Existing Utility Plan sealed by a Colorado Professional Engineer and an electronic CAD deliverable of the existing utility mapping. The engineer's

certification is limited to proposed excavation area/SUE limits only, and the Existing Utility Plan will include the following elements:

- Approximate horizontal utility locations
- Quality level definitions
- General notes
- Utility discrepancies, issues, and recommendations
- Utility owner information

4. **Utility Locating.** Utility location (test holes) are not included in the base fee but can be added if needed. An estimate for 10 holes is provided as an optional service.

HKS will locate up to 10 utilities (test holes) as determined by the client. The fee assumes four soft surface and six hard surface test holes. Additional test holes will be billed at \$750 per hole for soft holes and \$950 for hard holes, plus an additional cost for traffic control as necessary. This scope of services includes temporary restoration only. The Client or Owner will provide permanent restoration of the test holes during construction of the project, or at any earlier request by the permitting authority. Excavation of materials other than soil (e.g., rock, concrete, etc.) or to depths greater than nine feet are specifically excluded from this scope of services. The Client will be notified if such conditions are encountered.

5. **Permits and Traffic Control.** Permit fees related to this project are assumed to be waived. Any required permit fees will be invoiced as a reimbursable direct expense (plus 10%), together with hourly permit coordination costs. HKS will coordinate and apply for any necessary permits for the work within the public ROW. HKS will coordinate and provide the necessary traffic control and traffic control plans for the utility designation and surveying work. HKS may engage sub-consultant services for a portion or all of the traffic control work.

6. Exclusions. The following items are specifically excluded from the SUE scope of services:

- Right of entry
- Exploratory excavation
- Quality level upgrades
- Attendance at project meetings

230 Evaluation of Wildlife Crossing

RS&H will work with Douglas County and Colorado Parks and Wildlife to evaluate the need and type of wildlife crossing. This would include determining the target species for crossing. Assess the best type of crossing: at grade, overpass, or underpass. Options for fencing will be evaluated. RS&H will provide a summary memo of wildlife crossing alternatives. Preliminary or final design is not included.

300 Preliminary and Final Design

RS&H will take the selected alternative design and progress it to final design. RS&H will take the 10% concept, proceed to 30% design FIR, 60%, and then proceed to 90% FOR design, then finally to 100% advertisement. RS&H will also design a 12 ft wide paved trail along the west side of the new alignment. This trail will connect to the existing Grigs Road Pavilion parking lot. SUE work will continue, and once the preferred alignment is selected, the Geotechnical work can begin, as well as work on the easement acquisition.

310 Geotechnical Investigation and Pavement Design

Geotechnical work will be performed by Granite Engineering and will include the following:

1. Apply for a permit with Douglas County for drilling on the public ROW.
2. Arrange for the underground utility locate within the vicinity of the proposed boring locations. A private utility locator is not anticipated nor is included in the proposed services.

3. Perform the subsurface exploration program that includes 24 borings. Borings will be scattered across the proposed roadway and trail area and drilled to 5 feet below the existing ground surface, with every fifth boring drilled to 10 feet below existing ground surface. It is anticipated that realignment may occur on the south end of the project. Three borings are planned to 20 feet below existing ground surface to evaluate the subsurface conditions.
4. Soil and bedrock samples will be sampled with SPT or California Sampler depending on the soil type encountered.
5. Upon completion, the boreholes will be backfilled with cuttings and the surface will be patched with materials similar to the existing ground surface.
6. Traffic control will be set up for the drilling locations. It is planned to set up signage to warn the public, and flagmen are not required.
7. Conduct laboratory testing on recovered samples as needed to classify the subsurface soils and rock to develop the geotechnical engineering design criteria. Laboratory testing is anticipated to include soil index testing, moisture content, swell tests, moisture-density relationship, R-Value, and analytical testing. The exact type and quantity of the testing will be established when the field exploration is completed, and subsurface samples are obtained.
8. Provide an electronic copy of the geotechnical report. The report will include a description and results of the field and laboratory test programs, exploration location map, boring logs, a description of site conditions, pavement thickness recommendations according to MGPEC standards, and earthwork recommendations. If the realignment locates in the cut section, recommendations for excavation, slope stability, and suitability of the materials for use will be included.

320 Drainage, Detention, and Water Quality Design

An investigation of the drainage impacts of the proposed improvements will be performed. RS&H will evaluate existing and proposed hydrology to determine changes in peak flows associated with the Project and determine necessary detention requirements. RS&H will coordinate with Douglas County to determine the compatibility of the proposed improvements with the existing drainage infrastructure and determine what type of permanent water quality treatment method will be implemented, this decision will be included with the FIR submittal, but no details will be developed at this time. The findings of this investigation and coordination will be summarized in a drainage report, to be submitted at FIR. The drainage report and plans will follow the phase III drainage requirements as documented in the Douglas County Storm Drainage Design Criteria Manual. The drainage design will be progressed during the final design phase, based on the recommendations from Douglas County.

RS&H will provide the following sheets:

- Drainage and Water Quality Tabulations
- Grading and Drainage plans
- Drainage Profiles (excluded at FIR)
- Drainage Details
- Water Quality Details (excluded at FIR)

330 Grading, Drainage, and Erosion Control and Environmental Clearance

RS&H will coordinate Best Management Practices (BMPs) with the County and provide Grading, Drainage, and Erosion Control (GESC) plans following the Manual on Douglas County's Public Works website. Initial, Interim, and Final phase BMPs will be combined

on a single plan subset. Two full submittals are included in the fee estimate for each of the milestones (FOR and AD). The GESC standard notes and details will be included in the FIR submittal, but GESC site maps will not be included.

RS&H will provide the following sheets:

- GESC Plan Standard Notes and Details
- Initial GESC Plans (excluded at FIR)
- Interim GESC Plans (excluded at FIR)
- Final GESC Plans (excluded at FIR)

RS&H does not expect any other environmental services to be needed for this roadway improvement work. If needed, the project team will work with the Douglas County staff to work through any clearances.

340 Roadway Plans

Roadway plans will be developed for the new roadway and the new trail that includes the following sheets:

- Roadway and Trail Tabulations
- Typical Section
- Roadway Plan and Profile
- Roadway Removals
- Trail Plan and Profile

350 Traffic Control, Signing, and Striping

Traffic control plans will be developed to accommodate the phasing and traffic control needs during construction. It is expected that the roadway will be closed during construction, so a detailed regional

detour plan will be developed. Access will need to be maintained to the water treatment facility located just south of the Valley Brook intersection. A note will be added for the contractor to coordinate with the water district to ensure they have access to the facility during construction. RS&H will also develop a signing and striping plan for the project that includes a new trail crossing near the Grigs Road Pavilion. This crossing will be evaluated for safety to determine the best treatment for safe crossings. At a minimum, pedestrian signing and a crosswalk will be provided; however, there may be a need for the installation of more advanced treatments such as RRFBs (Rapid Rectangular Flashing Beacons).

RS&H will provide the following sheets:

- › Traffic Control Tabulations
- › Regional Detour Plans
- › Signing and Striping Tabulations
- › Signing and Striping Plans
- › Regional Trail Pedestrian Crossing

350 Lighting and Electrical

No roadway lighting is expected on this project.

360 General Plans

RS&H will develop the following Project General Plan Sheets in coordination with Douglas County:

- › Title Sheet(s)
- › Standard Plans List
- › Project Site Plan
- › Typical Sections
- › General Notes
- › Summary of Approximate Quantities
- › Geometric Control

Specifications

RS&H will develop construction specifications as required by design. Construction specifications consist of the CDOT Standard Specification for Road Construction, the Standard Special Provisions, and the Project Special Provisions.

Exclusions

Items not included in this scope of work are:

- › Landscape design beyond grading and native seeding for SUE
- › Lighting Electrical
- › Advertising or Bidding Services
- › Post Design/Construction Services

Appendix B - Fees

Rate Sheet

Role	Labor Rate
Project Officer	\$365
Project Manager - Engineer IV	\$246
Roadway - CADD/Design Manager	\$186
Roadway - Engineer II	\$165
Hydrology - Engineer IV	\$232
Hydrology - Engineer III	\$233
Hydrology - Engineer Associate I	\$95
Traffic - Engineer IV	\$275
Quality Control - Engineer IV	\$260
Public Involvement - Graphics	\$150
Wildlife - Engineer IV	\$244
Structures - Engineer IV	\$230
Administration - Controller	\$160

Fee Estimate for Grigs Rd RS&H, Inc.		PO	PM	RDWY	RDWY	HYDR	HYDR	HYDR	TRAF	QC	PI	Wildlife	STRUC	ADMIN	RS&H Total Hours	RS&H Fee Subtotal	Survey/ROW	SUE	Geotech	Web Hosting	Fee Subtotal	Fee Total
Item	Task	Proj Officer	Engineer IV	CADD Design	Engineer II	Engineer IV	Engineer III	Eng Assoc I	Engineer IV	Engineer IV	Drafters	Engineer IV	Engineer IV	Controller								
		Randal Lapsley	Jeremy Haywood	Sean Brown	Ben Sterling	Mary Duke	Josh Draper	Eric Dinges	Omar Venozor		Joel Azopardo	Dan Logsdon	Chad Hammon	Paula McMartin								
TASK A Project Management																						
A-1	Project Management (Invoicing, subs, coordination)(12 Months)	4.0	40.0											12	56	\$13,220.00					\$0.00	\$13,220.00
A-2	Project Meetings	2.0	4.0												8	\$1,714.00					\$0.00	\$1,714.00
A-2	Kick Off Meeting														30	\$6,990.00					\$0.00	\$6,990.00
A-2	Project Coordination Meetings		12.0		6		6		6						15	\$3,723.00					\$0.00	\$3,723.00
A-2	Stakeholder Input Meeting	3.0	8.0		4										72	\$13,408.00				\$6,000.00	\$6,000.00	\$19,408.00
A-2	Virtual Open House (Webhosting by Trestle Collective)	8.0	8.0									48										
Total Hours Task A:		17.0	72.0	0	16	0	6	0	6	0	0	0	0	12	179	\$38,055.00	\$0.0	\$0.0	\$0.0	\$6,000.0	\$6,000.0	\$45,055.00
TASK B Alternative Design																						
B-1	Alternative Design Analysis	2.0	15.0	20	30	4	10		15						96	\$20,473.00					\$0.00	\$20,473.00
B-2	Topographical Surveying		2.0	5	2										8	\$1,752.00	\$33,200.00				\$33,200.00	\$34,952.00
B-3	SUE & Utility Plans		4.0	4											8	\$1,728.00		\$15,040.00			\$15,040.00	\$16,768.00
B-3	Test Holes (10 Total)														0	\$0.00		\$15,660.00			\$15,660.00	\$15,660.00
B-4	Wildlife Crossing Evaluation	1.0	2.0	2									25	8	38	\$9,169.00					\$0.00	\$9,169.00
B-5	Test Holes (10 Total)														0	\$0.00		\$15,660.00			\$15,660.00	\$15,660.00
Total Hours Task B:		3.0	23.0	31	32	4	10	0	15	0	0	0	25	8	131	\$33,122.00	\$33,200.0	\$30,700.0	\$0.0	\$0.0	\$70,000.0	\$137,022.00
TASK C 60% Preliminary Design																						
C-1	Preliminary Design														0	\$0.00					\$0.00	\$0.00
C-1	Easement Acquisition		2.0	2			2								6	\$1,330.00	\$7,500.00				\$7,500.00	\$8,830.00
C-1	Geotechnical Investigation and Pavement Design		2.0		2										4	\$822.00			\$22,210.00		\$22,210.00	\$23,032.00
C-1	Drainage Design & Water Quality (Concepts and Preliminary)					16	60								76	\$17,692.00					\$0.00	\$17,692.00
C-1	Roadway Plans (Concepts and Preliminary)	2.0	40.0	0	60										102	\$20,470.00					\$0.00	\$20,470.00
C-1	Traffic Control & Signing and Striping								16						16	\$4,400.00					\$0.00	\$4,400.00
C-1	Utility Coordination	1.0	40.0		4										45	\$10,865.00					\$0.00	\$10,865.00
C-2	60% Plans, Specs and Estimate														0	\$0.00					\$0.00	\$0.00
C-2	Plans	2.0	20.0	50	40	15	24	40	24						215	\$41,022.00					\$0.00	\$41,022.00
C-2	Specs	2.0	16.0						1						20	\$5,172.00					\$0.00	\$5,172.00
C-2	Estimate	1.0	8.0		16	4			4						33	\$7,001.00					\$0.00	\$7,001.00
C-2	QC/QA Review		5.0			12				15					32	\$7,914.00					\$0.00	\$7,914.00
C-2	County Review Meeting	3.0	5.0		2	2			2						14	\$3,669.00			\$22,210.0	\$0.0	\$0.0	\$3,669.00
Total Hours Task C:		11.0	138.0	52	124	50	88	40	47	15	0	0	0	0	563	\$126,336.00	\$7,500.0	\$0.0	\$22,210.0	\$0.0	\$29,710.0	\$146,396.00
TASK D - Final Plans																						
D-1	Final Design														0	\$0.00					\$0.00	\$0.00
D-1	Drainage Design, Water Quality, and GESC					16	32								48	\$11,168.00					\$0.00	\$11,168.00
D-1	Roadway Plans	2.0	12.0	8	24										48	\$9,130.00					\$0.00	\$9,130.00
D-1	Traffic Control & Signing and Striping			8						30					38	\$9,738.00					\$0.00	\$9,738.00
D-2	90% Plan Package														0	\$0.00					\$0.00	\$0.00
D-2	Title Sheet		1.0	2											3	\$618.00					\$0.00	\$618.00
D-2	Typical Sections		1.0	4	4										9	\$1,650.00					\$0.00	\$1,650.00
D-2	General Notes	4.0	4												8	\$1,728.00					\$0.00	\$1,728.00
D-2	Survey Control Diagram and Tabulation	1.0	2												3	\$618.00					\$0.00	\$618.00
D-2	Geometric Control Layout	1.0	2	2											5	\$948.00					\$0.00	\$948.00
D-2	Removal Plans	1.0	4	4	8										13	\$2,310.00					\$0.00	\$2,310.00
D-2	Roadway Plan and Profiles	4.0	8	20											32	\$5,772.00					\$0.00	\$5,772.00
D-2	Stormwater Drainage Plans					16	34	60							100	\$15,004.00					\$0.00	\$15,004.00
D-2	Subsurface Utility Engineering Plans		3.0												3	\$738.00					\$0.00	\$738.00
D-2	Utility Coordination	1.0	20.0		4										25	\$5,945.00					\$0.00	\$5,945.00
D-2	Construction Phasing Plan									18					16	\$4,400.00					\$0.00	\$4,400.00
D-2	Signage and Striping Plans, Tabulations, and Details									35					35	\$9,625.00					\$0.00	\$9,625.00
D-2	Roadway Cross Sections (25 feet interval)		3.0	16	8										27	\$5,034.00					\$0.00	\$5,034.00
D-3	Specification Package	2.0	8.0												10	\$2,698.00					\$0.00	\$2,698.00
D-4	Drainage Report					24	60	24							30	\$8,978.00					\$0.00	\$8,978.00
D-5	Engineer's Opinion of Probable Cost	2.0	8.0		8	4	4		4						29	\$7,202.00					\$0.00	\$7,202.00
D-6	QC/QA Review	2.0	4.0		4	4				15					15	\$3,880.00					\$0.00	\$3,880.00
D-7	Douglas County Review Meeting	2.0	6.0		4	2			2												\$0.00	
D-8	100% Plan Package														0	\$0.00					\$0.00	\$0.00
D-8	Title Sheet			1											1	\$186.00					\$0.00	\$186.00
D-8	Standard Plans List			2											2	\$372.00					\$0.00	\$372.00
D-8	Typical Sections		1.0	2	1										4	\$783.00					\$0.00	\$783.00

Fee Estimate for Grigs Rd RS&H, Inc.		PO	PM	RDWY	RDWY	HYDR	HYDR	HYDR	TRAF	QC	PI	Wildlife	STRUC	ADMIN	RS&H Total Hours	RS&H Fee Subtotal	Survey/ROW	SUE	Geotech	Web Hosting	Fee Subconsultants	Fee Total
Item	Task	Proj Officer	Engineer IV	CADD Design	Engineer II	Engineer IV	Engineer III	Eng Assoc I	Engineer IV	Engineer IV	Graphics	Engineer IV	Engineer IV	Controller								
D-6	General Notes		1.0	1											2	\$432.00					\$0.00	\$432.00
D-6	Summary of Approximate Quantities		2.0	3	2		2		2						11	\$2,396.00					\$0.00	\$2,396.00
D-6	Geometric Control Layout		1.0	2											3	\$618.00					\$0.00	\$618.00
D-6	Removal Plans			2	2										4	\$702.00					\$0.00	\$702.00
D-6	Roadway Plans and Profiles (including necessary details)		8.0	12	12										32	\$6,180.00					\$0.00	\$6,180.00
D-6	Stormwater Drainage Plans (including necessary details)					4	8	12							24	\$3,932.00					\$0.00	\$3,932.00
D-6	Water Quality Plans (including necessary details)					6	12	4														
D-6	Grading, Drainage and Erosion Control (GESC) Plans					2	8	12							22	\$3,468.00					\$0.00	\$3,468.00
D-6	Subsurface Utility Engineering and Utility Plans		2.0	2											4	\$864.00					\$0.00	\$864.00
D-6	Construction Traffic Control Plans								10						10	\$2,750.00					\$0.00	\$2,750.00
D-6	Signage and Striping Plans, Tabulations, and Details								10						10	\$2,750.00					\$0.00	\$2,750.00
D-6	Roadway Cross Sections (25 feet interval)		2.0	5	8										15	\$2,742.00					\$0.00	\$2,742.00
D-7	Specification Package	2.0	5.0			1			1						9	\$2,467.00					\$0.00	\$2,467.00
D-8	Drainage Report					24	24	24														
D-9	Engineer's Opinion of Probable Cost	2.0	5.0		2		1		1						11	\$2,798.00					\$0.00	\$2,798.00
D-10	QC/QA Review		2.0	2	2	2	2		1	5					16	\$3,698.00						
D-11	Douglas County Review		2.0	2.0	2	2			2						10	\$2,566.00						
D-12	Ad PS&E	1.0	16.0	16	16	4	16		4						73	\$15,673.00						
Total Hours Task D:		18.0	124.0	106	133	115	193	136	116	20	6	6	6	6	759.0	\$166,562.00	0.0	0.0	0.0	0.0	0.0	\$ 136,624.00
Total Hours:		49.0	357.0	191	307	165	295	176	186	35	46	20	6	12	1652						29719.8	265023.5
Labor Rate:		\$365.00	\$246.00	\$186.00	\$165.00	\$232.00	\$233.00	\$95.00	\$275.00	\$260.00	\$150.00	\$244.00	\$230.00	\$180.00								
Fee Subtotals:		\$17,885.00	\$87,822.00	\$35,526.00	\$50,635.00	\$38,280.00	\$98,735.00	\$16,720.00	\$51,150.00	\$9,100.00	\$7,206.00	\$6,100.00	\$1,640.00	\$1,820.00		\$392,933.00	\$40,700.00	\$30,700.00	\$22,216.00	\$6,000.00	\$99,616.00	\$492,543.00
Other Direct Costs																Estimated Units					Unit Rates	Estimated Costs
Mileage																200					\$ 0.58/Mile	\$116.00
Subtotal:																						\$116.00
Direct Costs																						\$116.00
Fee Summary																						
Total RS&H Labor																\$392,933.00						\$392,933.00
Total Subconsultants																\$99,610.00						\$99,610.00
Other Direct Costs																						\$116.00
Fee Total:																						\$492,659.00

Exhibit C

INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Risks or Circumstances

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

Megan Datwyler, Risk Manager

Date