

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of March, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **ICON ENGINEERING, INC.**, a Colorado Corporation, authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for Macanta Park Access Project, Douglas County Project Number SP 2026-005; 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: Zachary Humbles, 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 A, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is One Hundred Fifteen Thousand Four Hundred Thirty Eight Dollars (\$115,438.00) for fiscal year 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on March 30th, 2026, and terminate at 12:00 a.m. on March 29th, 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: Zachary Humbles, PE
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7328

with a copy to: E-mail: zhumbles@douglas.co.us

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

and by the County to: ICON Engineering
7000 S. Yosemite St, Ste 120
Centennial, CO 80112
Attn: Tyler Rosburg, PE
Phone: (303)221-0802
E-mail: trosburg@iconeng.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.

ICON ENGINEERING, INC.

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

**APPROVED BY DOUGLAS COUNTY Dept of
PUBLIC WORKS ENGINEERING**

APPROVED TO AS CONTENT

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

DOUG DEBORD Date
County Manager

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND Date
Finance Director

Chris Pratt Date
Senior Assistant County Attorney

Exhibit A
SCOPE OF WORK FOR PROFESSIONAL SERVICES
FOR THE DESIGN OF MACANTA PARK ACCESS
Douglas County Project Number SP 2026-005
(Generated on 03/02/2026)

Project Overview:

The Macanta Park Access Project involves designing safe and effective access onto Crowfoot Valley Road from/to the future Macanta Park. The work will include limited drainage analysis, traffic analysis, roadway design, and applicable permitting requirements that may be required to initiate work. The Project will include:

- ✓ reviewing conceptual design provided by the County;
- ✓ completing a topographic survey of Crowfoot Valley Road and the proposed access;
- ✓ inspecting the existing intersection site;
- ✓ checking existing regulatory requirements, particularly traffic related;
- ✓ assess efficacy of existing proposed design (by others, County);
- ✓ redesign and/or finalize design;
- ✓ complete SUE clearances for any utilities within proximity of the proposed improvements;
- ✓ complete any required permitting;
- ✓ prepare any required report, project special provisions, engineer's opinion of probable costs, and construction plans.

The following Scope of Services identifies exclusions and assumptions upon which ICON Engineering, LLC (ICON) has relied upon in determining our effort, fee, scope and schedule for the project. A detailed workhour and fee estimate is provided in the attached **EXHIBIT B**. ICON and Douglas County agree to renegotiate these terms in the event an assumption or exclusion becomes invalid. ICON's scope includes the tasks listed below:

Task 1 – Project Management, Design Criteria & Documentation

ICON shall use the most current of the following design guidelines, criteria and references for "English Units" to complete the professional services for this project:

- Douglas County Roadway Design and Construction Standards, May 1990, amended May 2013.
- Douglas County Grading, Erosion and Sediment Control Manual (GESM), as amended 2013.
- Douglas County Storm Drainage Design and Technical Criteria, 2008.
- AASHTO, A Policy on Geometric Design of Highways and Streets, 2004.
- AASHTO Standard Specifications for Highway Bridges.
- Manual on Uniform Traffic Control Devices (MUTCD).



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- Applicable CDOT M&S Standards, 2012.
- CDOT Standard Specifications for Road & Bridge Construction, 2011.
- CDOT Staff Bridge Design Memorandums and other applicable structural design criteria.
- AASHTO, Roadside Design Guide, 2002, 3rd Edition.
- Urban Storm Drainage Criteria Manual by UDFCD (Urban Drainage Flood Control District).

The design criteria for this project will follow Douglas County, CDOT and AASHTO Standards. Conflicts between the listed references and design criteria shall be brought to the County's attention in order to be resolved by the County Project Manager and ICON's Project Manager. The County will determine if a written variance shall be granted and what criteria will be used to move forward with design.

ICON is responsible for utilizing the design criteria and ensuring compliance with the design standards. ICON and County Project Manager will work together to develop the design criteria to be utilized for the project.

ICON shall document the decisions made and provide minutes from meetings to the County Project Manager. As the project progresses, if revisions or clarifications are needed, they should be documented in project file memorandums and made part of the final drainage report (appendix and / or summary). All further changes are to be submitted and approved by the County Project Manager as the project proceeds.

ICON shall document work progress utilizing a project schedule or spreadsheet to illustrate and track percentage of tasks completed as part of the monthly progress reports (which shall be included with your monthly invoice submitted to the County Project Manager).

Task 2 – Site Visits and Existing Conditions Inspection and Review

Review of Existing Drainage Conditions:

The County will collaborate with ICON as ICON reviews and develops drainage related elements for the intersection design. This project is located within the Cherry Creek Basin Water Quality Authority (CCBWQA) jurisdiction. The CCBWQA is tasked with preserving, protecting and enhancing the water quality of Cherry Creek and the Cherry Creek Reservoir. ICON will send CCBWQA a referral email/memo early in the project planning process. The County's MS4 should explain if only the additional impervious or if all



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impervious area needs to be considered for stormwater management. Most likely, a roadside ditch enhancement to improve infiltration could be adequate to address the need. ICON will prepare the memo that will be sent to CCBWQA along with any correspondence required to clear this project.

Topographic Survey:

(Tasks to be completed by AzTec Consultants, Inc.)

1. Control Survey

Establish horizontal and vertical survey control for the site based on NGS and/or **Douglas County** control points. The coordinate system will be a NAD83 Colorado State Plane **Central** Zone modified to ground coordinates. Vertical Datum will be NAVD88.

Set 2 control points near the proposed Macanta Park Access for future construction to use.

Prepare a Survey Control Diagram.

2. Boundary

The subject parcel is Crowfoot Valley Road Right-of-Way between the entrance to Castleview Baptist Church running northeast for approximately 3,100 feet.

Research County records to obtain subdivision plats, Land Survey Plats and deeds relevant to the site.

Field survey to locate section corners, property corners and range points controlling the boundaries of the subject parcels.

Resolve any discrepancies between field measured data and record data.

Add the boundary data to the AutoCAD base map.

This scope of services does not include preparing an ALTA Survey or Land Survey



Figure 1 Survey Limits



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Plat.

This scope of services does not include setting missing property corner monuments.

3. Title Commitment Review (Easements)

Review a current title commitment *(to be provided by owner or client)* to identify and plot existing easements and encumbrances. If no title commitment is provided, then only platted easements will be shown.

Add the easement data to the AutoCAD base map.

4. Topography

Perform a topographic field survey to locate all visible above ground improvements, ground features and utilities within the survey limits. The survey limits are outlined in red as shown in **Figure 1**.

Field survey to locate all dry utilities and utility markings within the survey limits.

As-built survey of existing sanitary and storm structures, manholes and inverts within the survey limits.

Prepare an AutoCAD base map containing points, planimetrics, utilities, 1' contours and DTM.

Prepare an XML surface file.

5. Underground Utility Locating

Coordinate the underground utilities within the mapping limits with T2 and survey in the utility markings.

Subsurface Utility Engineering (SUE):

(Tasks to be completed by T2 Utility Engineers, Inc.)

T2 will provide services to comply with the requirements outlined in Colorado Revised Statutes, Title 9, Article 1.5 (CRS 9-1.5) and perform an ASCE/UESI/CI 38-22: Standard Guideline for Investigating and Documenting Existing Utilities compliant SUE investigation that is signed and sealed by a Professional Engineer. T2 will utilize the ASCE/ UESI/CI 38-22 standard for collecting and documenting the existing utilities and building a high-quality representation of the existing utilities.



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This process will include an iterative field investigation and drawings signed and sealed by a Professional Engineer licensed in Colorado in accordance with all of the requirements outlined in the State Law.

T2 performed a preliminary utility investigation for the project limits and identified 3 utility owners. There are an estimated 2,000 feet of subsurface utilities within the limits of this SUE investigation. T2 will complete the SUE investigation for the limits outlined in red as shown in **Figure 2**.



Figure 2 SUE Investigation Limits

1. SUE Workflow

- Perform records research.
- Perform a geophysical investigation (field designating).
- Perform a survey of utility appurtenances and markings placed by our designators.
- Complete utility depictions as outlined in the ASCE/UESI/CI 38-22 standard.
- QA/QC of T2s investigation's findings based on existing records and our fieldwork.
- Review the investigation's findings with the design team and project stakeholders.
- Coordinate and perform QLA test holes.
- Provide documentation of the completed utility investigation findings – signed and sealed by a licensed engineer.

2. SUE Scope of Services

The scope of services identified below provides for a QLA, QLQ, QLC, and QLD investigation. T2 shall conduct, document, stamp, and seal a Subsurface Utility



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Engineering (SUE) investigation of the project area to document existing utilities within the project limits. As part of the SUE investigation for this project, T2 will work on the following tasks:

QLB/C/D Investigation

Utility Records Research

- ✓ Submit a Subsurface Utility Engineering ticket to Colorado 811 to aid in the identification of Utility Owners that may have facilities on or be affected by the project.
- ✓ Request, collect, and review applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
- ✓ Compile a list of all utility companies contacted for information. Note information received with contact information for each response and note non-response if applicable.

Field Utility Investigation (Utility Designation)

- ✓ Utilize appropriate surface geophysical techniques to determine the approximate horizontal position of utilities within the project area. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging, the standard industry color for temporary survey markings. Utilities type or ownership that the field investigation cannot confirm will be termed “unknown.” T2 will utilize equipment including pipe and cable locators (PCL), Ground Penetrating Radar (GPR), magnetometers, and detectable sondes.
- ✓ If accessible, structures connected to gravity-fed systems will be opened, and inverts will be measured. Invert information and, where accessible, pipe size/material for the sewers will be collected at manholes/catch-basins from the surface and shown on the drawings accordingly. The alignment of the sewer pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed manholes/catch-basins, and professional judgment. If chambers are full of water or confined space entry is required, extra costs will be incurred and discussed with the County and/or ICON in advance.



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- ✓ T2 will work with AzTec Consultants to survey the utility designation marks and utility appurtenances referenced to the project survey controls. The results of this utility investigation and any survey work performed in conjunction with the investigation will be tied to the project datum specified by the County and/or ICON and existing survey grade control points provided to T2.

QA/QC and Professional Services

- ✓ Generate and review permits and Maintenance of Traffic plans.
- ✓ Review the field investigation documents and records collected for records research. Use professional judgment to assign quality levels and horizontal positions to subsurface utilities.
- ✓ Consolidate and draft the collected field information in an AutoCAD and PDF deliverable.

QLB/C/D Utility Investigation Assumptions, Exclusions, and Stipulations

- T2 cannot guarantee we will find all unknown, abandoned, retired, or inactive utilities.
- Individual utility services to homes and buildings will include water, electricity, and natural gas. Telephone, CATV, and sanitary services are excluded.
- Underground storage tanks (USTs), septic fields, traffic loop systems, thrust blocks, cathodic protection systems, drain tiles, irrigation channels, irrigation gates, irrigation valves, irrigation piping, irrigation headwalls, and landscape irrigation two inches in diameter or less (both public & private) are excluded.
- Overhead utility lines will be shown as a singular line running pole to pole. We will attempt to identify both ownership & connections on the poles and incorporate this information into the plans using pole diagrams, images, and/or spreadsheets (or some combination thereof) as best suits this project and existing site conditions.
- No butterfly diagrams or 3D modeling (with pipe networks) will be included in this scope.
- The removal of Colorado 811 paint marks or designation marks is not included.
- The degree of success of a ground-penetrating radar (GPR) investigation is based entirely on the soils' composition and the subsurface targets' depth and scale. Electrically less-conductive soils, such as quartz sands, typically allow for the detection of some utilities and/or their trenches at depths greater than 10 feet. Electrically conductive soils, such as clay, moist silt, or saline soils,



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typically preclude the investigation of targets deeper than three to six feet. Due to the unknown receptiveness of specific site soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.

- Diagrams of the conduits within vaults are excluded.

QLA Investigation

- ✓ T2 will perform one day of Quality Level A test holes to determine the location and depth of the existing utility lines. T2 shall use minimally intrusive excavation techniques, which ensure the safety of the excavation and the integrity of the utility line to be documented. Other lines which may be encountered during the excavation will be noted. To help minimize the number of test holes required, T2 will lay out the holes and re-designate the associated utility before excavation. Test Hole Data Reports will be signed and sealed by a professional engineer and shall include project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found.

QLA Investigation Assumptions

- It is assumed that each hole will be excavated to find one utility per hole. If additional utilities are discovered within a hole, data for each will be collected, and a separate test hole report will be provided.
 - The County and/or ICON will have test hole locations determined and right-of-entry secured before T2's services commence. If the parameters of the QLA investigation change after T2 has initiated QLA services, T2 will discuss the implications for workflow, traffic control, and other activities with the County and/or ICON and determine if a change order or additional funds are needed to account for the changes.
 - T2 will do everything within our control to access the test hole locations; however, some areas may be inaccessible due to unsuitable terrain, limited access, weather conditions, truck limitations, safety concerns, etc., and may not be able to be excavated. If any of these instances occur, they will be discussed with the County and/or ICON and noted accordingly.
 - T2 will provide traffic protection per local municipality specifications and permit requirements. This item will be subcontracted to a local traffic control company. The fee provided for this service is estimated based on quoted daily rates from the provider and a 10% coordination fee.
 - Removal of One-Call marks and designation paint, concrete panel replacement
-



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or restoration, landscape restoration, and shoring are not included.

- Traffic Control Flag men have not been included in the estimate for QLA test holes.

SUE Investigation Deliverables

Deliverables produced from this SUE investigation will be:

- ❖ A utility drawing showing the location of the utilities within the investigation area at the achieved ASCE 38-22 Quality Level. Utility line work will be depicted according to the standard APWA utility colors. This drawing will be a digital 11” x 17” PDF plan set signed and sealed by a licensed PE. The drawing will include invert elevations referencing the County’s specified project datum and a utility contact list with utility providers, contact names, email addresses, and phone numbers, as well as other relevant information acquired during the utility records research.
- ❖ An electronic file containing utility line work in AutoCAD Civil3D format.
- ❖ Test hole Summary Reports presented in electronic format signed and sealed by a licensed PE. Test Hole Data Reports shall include project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found. The data collected in the
- ❖ QLA investigation will then be incorporated into the existing utility drawing.

Field Inspection:

ICON will attend at least one field meeting with County staff to evaluate the site.

Inspection Review Meeting:

ICON shall attend a meeting with County staff to review initial proposed courses of action and design and discuss design solution options.

Task 3 – Permitting

ICON shall utilize the approved design to initiate required permitting to support and enable the construction of the design plans. It is anticipated that this process begin prior to the finalized plan set in the interest of time.

Task 4 – Preliminary & Final Project Design

ICON shall complete the required preliminary and final design for the Project. ICON shall attend two design review meetings with County staff, typically at 50% (roll plot) and 90%



Exhibit A
SCOPE OF WORK FOR PROFESSIONAL SERVICES
FOR THE DESIGN OF MACANTA PARK ACCESS
Douglas County Project Number SP 2026-005
(Generated on 03/02/2026)

design (construction plan set).

Task 5 – Construction Plans

ICON shall complete Preliminary Construction Plans for the Project including Schedule of Approximate Quantities. ICON shall prepare preliminary construction cost estimates for the Project.

ICON shall complete the Final Construction Plans for the Project. ICON shall prepare final construction cost estimates.

Task 6 – Bidding & Construction

ICON shall aid the County during bidding of the Project, including attending a pre-bid meeting and answering questions during bidding.

ICON shall aid the County during construction of the Project, including reviewing submittals, reviewing shop drawings and answering Requests for Information.

Task 7 – Additional Services

The County shall include a scope item and fee (base on a percentage of the proposed Project fee) in the Project scope of work to cover Additional Services that are requested by the County during the course of the Project.



PROJECT: Macanta Park Access Project
 CLIENT: Douglas County Public Works

EXHIBIT B



PREPARED BY: JWD CHECKED BY: TJD DATE: Generated February 13, 2026, Revised March 2, 2026 DESCRIPTION	cdj td es jm au ICON Engineering, Inc.						Subconsultants			Total Services	
	Infrastructure Group Mgr \$220 Hours	Project Manager I \$195 Hours	Design Engineer IV \$175 Hours	CAD Technician II \$120 Hours	Admin \$80 Hours	ICON Misc. Direct Costs	ICON Total Services	AzTec Consultants	T2 Engineers		Subconsultant Total Services
	33.0	138.0	204.0	96.0	0.0	\$200.00	\$101,590	\$12,200	\$21,648	\$33,847.50	\$135,438
							\$0			\$0	\$0
Task 1: Project Management, Design Criteria & Documentation	6.0	4.0					\$2,100			\$0	\$2,100
Task 2: Site Visits and Existing Conditions Inspection & Review							\$0			\$0	\$0
- Review of Existing Drainage Conditions		8.0	24.0				\$5,760			\$0	\$5,760
- Topographic Survey/ROW/Project Control		2.0	8.0				\$1,790	\$12,200		\$12,200	\$13,990
- SUE Investigation		2.0	8.0				\$1,790		\$21,647.50	\$21,648	\$23,438
- Site Visit (to define/refine park access)	3.0	3.0				\$100	\$1,345			\$0	\$1,345
- Inspection Review Meeting	1.0	1.0					\$415			\$0	\$415
Task 3: Permitting		4.0	12.0				\$2,880			\$0	\$2,880
Task 4: Preliminary & Final Project Design							\$0			\$0	\$0
- Roadway/Access Design	4.0	32.0	40.0	24.0			\$17,000			\$0	\$17,000
- Drainage Design	4.0	32.0	40.0				\$14,120			\$0	\$14,120
- Cost Estimate/Quantities	1.0	2.0	8.0				\$2,010				
- Specifications	2.0	8.0					\$2,000				
Task 5: Construction Plans							\$0			\$0	\$0
- Preliminary Construction Plans (50%)	4.0	8.0	24.0	36.0			\$10,960			\$0	\$10,960
- Final Construction Plans (90%)	4.0	8.0	24.0	36.0			\$10,960			\$0	\$10,960
Task 6: Bidding & Construction	4.0	24.0	16.0				\$8,460			\$0	\$8,460
Task 7: Additional Services*							\$20,000			\$0	\$20,000
*Additional Services will be completed at the direction of the County.											
Total Hours	33.0	138.0	204.0	96.0	0.0						
Total Fees	\$7,260	\$26,910	\$35,700	\$11,520	\$0	\$200	\$101,590	\$12,200	\$21,648	\$33,848	\$135,438