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 Olsson, Inc., a Nebraska corporation authorized to do business in Colorado (the "Consultant").

RECITALS

WHEREAS, the County is undertaking certain activities for the Tomahawk Road and East Parker Road Intersection Project, Douglas County Project Number CI 2024-019; 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: Brolin Bundy, P.E., Project Manager, (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 Two Hundred Twenty Thousand Dollars ($220,000.00) for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on March 12, 2025 and terminate at 12:00 a.m. on September 30, 2025. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

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

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

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

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

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

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

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

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

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

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

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

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

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

by the Consultant to:	Brolin Bundy, P.E., Capital Improvements Project Manager Douglas County Department of Public Works 100 Third Street, Suite 220 Castle Rock, CO 80104 (303) 660-7490 E-mail: bbundy@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:	Karen Aspelin, PE, PTOE, Project Manager Olsson, Inc. 121 S. Tejon St. Suite 1111 Colorado Springs, CO, 80903 Phone: (719) 661-4127 E-mail: kaspelin@olsson.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.

Olsson, Inc.

BY:_____ **ATTEST: (if a corporation)**

Printed Name_____ _____

Title:_____ **Title:**_____

DATE:_____

Signature of Notary Public Required:

STATE OF _____)
) **ss.**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____.

Witness my hand and official seal

_____
Notary Public

My commission expires: _____

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

_____
, CHAIR **Date**

APPROVED AS TO CONTENT:

_____
DOUGLAS J. DEBORD **Date**
COUNTY MANAGER

ATTEST

_____
Deputy Clerk **Date**

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

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

APPROVED AS TO FISCAL CONTENT: **APPROVED AS TO LEGAL FORM:**

ANDREW COPLAND	**Date**
Director of Finance	

Chris Pratt	**Date**
Senior Assistant County Attorney	

Exhibit A – Scope of Services
Project No. CI 2024-019
Tomahawk Road and East Parker Road

TASK A – ALTERNATIVES ANALYSIS AND PRELIMINARY DESIGN

Task A-1 – Project Administration/Management

Project administration and management efforts will include project initiation, general coordination throughout the life of the project, development and monitoring of the project schedule, weekly status update emails to County staff, the preparation of monthly invoices and progress reports, and project closeout. Progress reports will detail work activities completed over the prior month, upcoming work activities, any out-of-scope work, and status of budget and schedule. Our team will continuously monitor the budget and schedule throughout the life of the project and keep the client apprised of the status monthly, at a minimum. The Olsson project manager will provide weekly updates to the County project manager via email on weeks when no progress meeting is scheduled. These updates will detail work completed during the previous week, upcoming work activities, upcoming milestones, and critical path elements. The Olsson project manager will maintain a log of significant decisions on the project and how they were reached.

Assumptions/Exclusions

- Task A is assumed to be approximately three (3) months.

Deliverables

- Monthly invoices and accompanying progress reports (assumed 3 for Task A).
- Weekly project status update emails.

Task A-2 – Project Meetings

Olsson staff will organize and attend meetings to coordinate work and design elements. Olsson staff will schedule meetings and coordinate attendees. Further, Olsson will prepare meeting agendas for distribution prior to meetings as well as meeting minutes after meetings. Meeting agendas will be submitted to the County for review and approval no later than two business days prior to the meeting. Meeting minutes be distributed no later than two business days following the meeting. Meeting minutes will detail the discussions, decisions, and resulting action items from each meeting. To ensure cost effectiveness, all meetings are assumed to be virtual except for field review meetings which will occur at the project site.

Notice to Proceed Meeting
Upon receiving notice to proceed on preliminary design from Douglas County, Olsson will schedule a brief meeting with Douglas County to confirm the scope of work, discuss project schedule, request additional data, and confirm design-related issues and requirements. It is anticipated that at the conclusion of this meeting, a general consensus will be reached on the alternatives to be evaluated.

Bi-Weekly Project Meetings
Olsson will schedule bi-weekly project meetings with Douglas County to coordinate and discuss project status, project schedule, design decisions, and other coordination topics.

Preliminary Design Review Meeting
Olsson will schedule a preliminary design alternatives meeting after submission of the 10% design roll plots. The meeting will be held in the field at the project site with supplemental discussion virtually if required. The meeting will be held after comments from the County on the preliminary alternatives are received.

Assumptions/Exclusions

- Meetings are assumed to be virtual except the Preliminary Design Review meeting.
- A total of six (6) bi-weekly project meetings are assumed for Task A.

Deliverables

- Meeting agendas and minutes.

Task A-3 – Topographical Survey

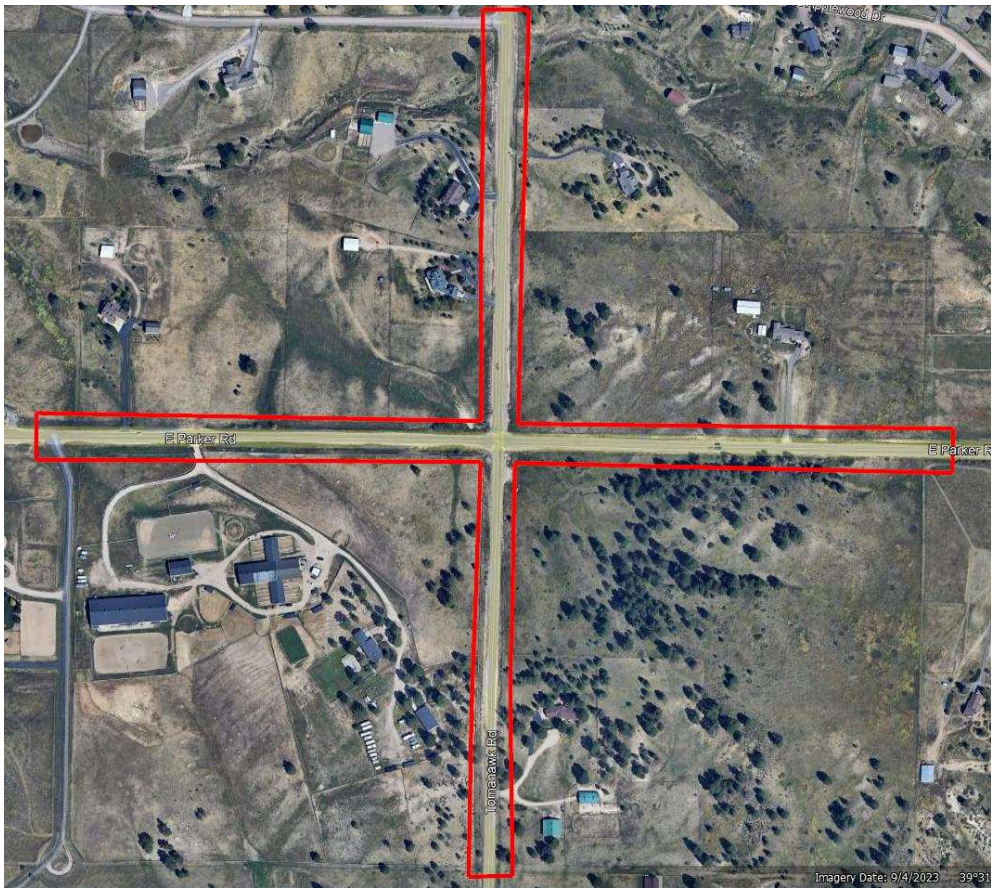
Olsson shall perform and prepare a topographic survey of the intersection of Tomahawk Road and Parker Road. The limits will extend approximately 1500’ in each direction from the intersection and include the area within the right-of-way plus 40’ on each side. See Exhibit “A” for the limits of the project area and topographic survey.

- Olsson will establish horizontal and vertical control on site. Horizontal control will be based within the North American Datum of 1983 (NAD83), projected to the Colorado Coordinate System of 1983, Central Zone and established through static Global Navigation Satellite System (GNSS) measurements. Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88) and established through closed loop level runs. Olsson will set multiple control points and document them within a Land Survey Control Diagram.

- The topographic survey will map existing conditions within the limits of the project. This will include, but not be limited to pavement and ground features, trees with trunks 4” and greater, landscaped areas and above ground evidence of utilities. Additionally, Olsson will locate and detail sanitary and storm structures within the project area and include the first structure off site. Pipe size, invert and direction will be noted.

- Due to the nature of the project and the need for work within the roadway, we have accounted for additional safety measures and precautions. Olsson shall utilize all available signage and cones, along with warning lights on the trucks. We also plan to mobilize crews so that there will always be a 2nd person watching for safety hazards.

Exhibit "A"



Survey limits shown in red

Assumptions/Exclusions

- Olsson will coordinate right of entry with up to eight (8) private property owners.
- Changes to survey scope may affect the cost and schedule of the survey. All additional work shall be approved by the client prior to commencement of that additional work.
- The boundary retracement is not intended to be a land survey plat. Olsson will not produce a recordable survey or set right of way monuments. The task is to provide an approximate location of the right of way sufficient for the purpose of this project.
- Above ground utilities and visible on-call markings will be located, however SUE will be performed separately.

Deliverables

- Survey CAD file in ".dwg" format.
- Land Survey Control Diagram.

Task A-4 – Right of Way

It is anticipated that all project related improvements will be located within existing Douglas County ROW. However, proposed designs that will require additional Right of Way will be considered. Olsson will obtain and review the title work for each parcel to determine any encumbrances or documents affecting the land. If plottable, any items will be located and added to the survey in relation to the property lines. We will analyze current deeds and plats, and search for property corners that control the lines. These boundary and right-of-way lines will be located in relation to the topographic features noted above. This survey will not be a monumented land survey per Colorado State requirements and no property corners will be set or replaced. Olsson will collect title commitments and conduct research on existing plats and easements for properties that will potentially be affected by the proposed designs. The information collected in the research shall be included in the Alternatives Analysis Memo.

Assumptions/Exclusions

- Title commitments on eight (8) parcels are assumed.

Deliverables

- Included in Alternatives Analysis Memo.

Task A-5 – Subsurface Utility Engineering and Utility Plans

Olsson has engaged Harris, Kocher, Smith (HKS) to provide SUE services on the project. For this task, the project approach will begin with submitting an 811 ticket and contacting utility owners for utility records. HKS will then perform a quality level D (QLD) investigation by reviewing utility records and investigating the site for surface features, 811 marks, and any other indications of utilities. HKS will prepare a QLD utility plan and provide Olsson with the Quality Level D Utility Plan and dwg files for the 30% design based on utility records and QLD field investigation.

Assumptions/Exclusions

- Task A investigation limited to QL-D only, higher quality levels to be obtained with Task B.
- QL-D investigation limits to roughly match survey limits as described in Task A-3.

Deliverables

- QL-D Utility Plan and accompanying dwg base file.

Task A-6 – Roadway Design

Roadway design will begin with a field visit to observe and document existing conditions onsite. Prior to commencing roadway design efforts, Olsson will create a project design criteria table for submission to the Douglas County PM for concurrence. The design criteria shall be based on the following references:

- Douglas County Roadway Design and Construction Standards (Most Recent)
- AASHTO Policy on Geometric Design of Highways and Streets (2018)
- AASHTO Roadside Design Guide (2011)

Once concurrence on the design criteria is received, preliminary design will commence on each of the three proposed alternatives. Each of the three alternatives will be taken to roughly the 10% design level. The alternatives will be designed using aerial imagery and GIS based contour data. Design will be performed in Autodesk Civil3D. Roll plots will be prepared for each alternative. Olsson will prepare an accompanying Alternatives Analysis Memo that presents the proposed designs and provides recommendations for a preferred alternative. The Alternatives Analysis Memo will discuss various features of each alternative including but not limited to safety benefits, construction costs, right of way impacts, utility impacts, drainage considerations, and traffic considerations. Construction cost estimates will be prepared for each of the three alternatives.

At the conclusion of the preliminary design review meeting and upon selection of a preferred alternative, Olsson will begin 30% design. This stage of design will be based on topographic survey data. 30% design for the project will be based on the selected preferred alternative along with County feedback provided. The following plan subsets are anticipated in the 30% set. This sheet list is subject to change based on the selected alternative.

- Title Sheet
- Typical Sections
- Removal Plans
- Roadway Plans
- Drainage Plans
- Signage & Striping Plans
- Traffic Signal Plans (if required)

Quality control reviews will be performed on all documents prior to submission to the County. In addition to the 30% plans, an accompanying cost estimate will be prepared. No specifications are anticipated at the 30% level.

Assumptions/Exclusions

- Three alternatives will be considered.
- Alternatives will be depicted on roll plots.

Deliverables

- Roll plots of design alternatives (10% design, 3 total)
- Cost estimates for design alternatives (3 total)
- Alternatives Analysis Memorandum
- 30% Plans
- 30% Cost Estimate
- Electronic design files

Task A-7 – Traffic Engineering

Olsson will obtain current traffic counts at the intersection to inform the traffic analysis. In addition, Olsson will review available preliminary data for the Douglas County 2050 Transportation Plan. Traffic analysis will be performed in accordance with Douglas County criteria as needed to inform the design of each alternative, included but not limited to queueing analysis, traffic signal operations analysis, and roundabout operations analysis. A traffic signal warrant review will be performed for the intersection. Results of the traffic analysis will be detailed in the Alternatives Analysis Memorandum.

Assumptions/Exclusions

- Traffic analyses per Douglas County criteria.

Deliverables

- Results to be included in Alternatives Analysis Memorandum – no separate deliverable.

Task A-8 – Hydrology and Hydraulics

Drainage design will begin with a field visit to observe and document existing conditions onsite. Next, drainage will review existing drainage reports and plans for the area. The drainage design will follow Douglas County Storm Drainage Design and Technical Criteria Manual. During the alternative analysis phase, the drainage team will work closely with other disciplines to evaluate impacts to drainage for each alternative. Conceptual drainage and water quality design will be shown in plan view via AutoCAD Civil 3D and referenced into the roadway roll plots.

Upon selecting the preferred alternative, existing and proposed hydrology, using the Rational Method, will be completed for the preferred alternative. Proposed hydraulics for culverts, channels and closed storm will be completed using Mile High Flood Control District (MHFD) MHFD-Inlet, FlowMaster, StormCAD or CulvertMaster. Preliminary water quality design will be completed using MHFD SCM and UD-BMP spreadsheets. Alternatives for water quality treatment may include a water quality pond, bioretention, sand filters, or hydrodynamic separators. In our experience, incorporating small water quality SCMs (bioretention, sand filters etc.) instead of a pond may reduce the size of ROW acquisitions. The team will work closely with Douglas County to identify the preferred water quality treatment method that meets treatment requirements and maintenance needs

Assumptions/Exclusions

- Three alternatives will be considered at the 10% level.
    - Drainage design will be depicted on roadway roll plots.
- Hydrology and hydraulics will be completed for the preferred alternative only.
- Phase I Drainage Report for preferred alternative only.

Deliverables

- 30% Drainage Plans
- 30% Phase I Drainage Report

Exhibit B - Fee Estimate
Project No. CI 2024-019
Tomahawk Road and East Parker Road

Task Description	Senior Team Leader	Group Leader	Senior Engineer	2-Person Survey Crew	Project Engineer	Senior Surveyor	Associate Engineer	Assistant Engineer	Senior Technician	Administrative Coordination	Total
A-1 - Project Administration/Management											
Project Administration/Management	20		12							4	$ 2,785.33
Subtotal	**20**	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**$ 2,785.33**
A-2 - Project Meetings											
Notice to Proceed Meeting	2		3				2				$ 489.33
Biweekly Project Meetings (Assume 6)	12		12				8				$ 2,322.67
Preliminary Design Review Meeting	4		4				4				$ 837.33
Subtotal	**18**	**0**	**19**	**0**	**0**	**0**	**14**	**0**	**0**	**0**	**$ 3,649.33**
A-3 - Topographical Survey											
Topographical Survey & Boundary Survey		8		40		10			60		$ 6,370.00
Right of Entry Agreements		2		4		8					$ 880.00
Subtotal	**0**	**10**	**0**	**44**	**0**	**18**	**0**	**0**	**60**	**0**	**$ 7,250.00**
A-4 - Right of Way											
Right of Way Mapping		16				24					$ 2,600.00
Subtotal	**0**	**16**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**$ 2,600.00**
A-5 - Subsurface Utility Engineering and Utility Plans											
See Below											$ -
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
A-6 - Roadway Design											
Design Criteria Development	2						8				$ 561.33
Alternatives Analysis & Design	8		38		8		60	136			$ 12,498.67
Alternatives Analysis Memo	6		32				12				$ 3,377.33
30% Design & Plans	10		32				52	118			$ 10,631.33
Subtotal	**26**	**0**	**102**	**0**	**8**	**0**	**132**	**254**	**0**	**0**	**$ 27,068.67**
A-7 - Traffic Engineering											
Alternatives Analysis	12		12				24	40			$ 4,773.33
Subtotal	**12**	**0**	**12**	**0**	**0**	**0**	**24**	**40**	**0**	**0**	**$ 4,773.33**
A-8 - Hydrology and Hydraulics											
Field Visit			4					4			$ 452.00
Review Existing Plans and Reports			4					4			$ 452.00
Existing Hydrology			8					24			$ 1,581.33
Proposed Hydrology			8					32			$ 1,920.00
Proposed Hydraulics			8					40			$ 2,258.67
Water Quality Design			16					40			$ 2,824.00
Phase I Drainage Report			24					40			$ 3,389.33
Subtotal	**0**	**0**	**72**	**0**	**0**	**0**	**0**	**184**	**0**	**0**	**$ 12,877.33**
TOTAL HOURS	**76**	**26**	**217**	**44**	**8**	**42**	**170**	**478**	**60**	**4**	**1,125**
Labor Rate	$ 91.33	$ 80.00	$ 70.67	$ 70.00	$ 60.67	$ 55.00	$ 47.33	$ 42.33	$ 39.67	$ 27.67	
Direct Labor	$ 6,941.33	$ 2,080.00	$ 15,334.67	$ 3,080.00	$ 485.33	$ 2,310.00	$ 8,046.67	$ 20,235.33	$ 2,380.00	$ 110.67	
Total Direct Labor											**$ 61,004.00**
Overhead										185.69%	**$ 113,278.33**
Fixed Fee (10%, Subject to Negotiation)											$ 17,428.23
Expenses											
Mileage										480 miles @ $0.67/mi.	$ 321.60
Subconsultants											
Harris Kocher Smith (Prelim. Subsurface Utility Engineering)											$ 9,540.00
Vendors											
Traffic Counts											$ 1,000.00
Title Commitments (Assumes 8)											$ 6,000.00
Contingency (As Directed/Approved by County)											$ 11,427.84
TOTAL FEE											**$ 220,000.00**

Labor rates provided are averages by labor category - costs billed will be actual labor costs.

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 Dat***e 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

November 15, 2024

REQUEST FOR PROPOSALS (RFP)

FOR CONSULTANT SERVICES TO ASSIST DOUGLAS COUNTY WITH THE TOMAHAWK ROAD AND EAST PARKER ROAD INTERSECTION PROJECT DOUGLAS COUNTY PROJECT NUMBER CI 2024-019

Douglas County Department of Public Works Engineering (the "County") is requesting proposals for a professional service contract for roadway improvements at the Tomahawk Road and East Parker Road intersection.

The Respondents to this RFP should prepare their proposals in order to allow the County the option of amending the final design contract to include construction management services, including inspection and material testing, should the County elect to utilize the same consultant for both pre-construction and construction project phases.

This Request for Proposals (RFP) is not being advertised, but it is being distributed **via email**, to the consulting firms listed below, which were previously selected (short listed) for 2023-2024 by the County to provide consultant services under our "Major and Minor Roadway Projects" category. A total of five (5) firms were asked if they were interested in receiving an RFP for this project and all have requested this RFP be sent to them:

Benesch
Jacobs
Olsson
RS&H
Stolfus

If your firm elects to not submit a proposal (or is unable to submit a proposal), please notify **Brolin Bundy, Project Manager** via email at bbundy@douglas.co.us before **November 20, 2024** as the County may elect to solicit other firms to submit a proposal for this project.

Consulting firms responding (Respondents) are required to submit **one (1)** electronic PDF copy of their proposal to:

Brolin Bundy, P.E., Project Manager
Douglas County Government
Department of Public Works Engineering
100 Third Street, Suite 220
Castle Rock, CO 80104

Electronic submittals to bbundy@douglas.co.us

Proposals are due no later than 11:00 a.m. on December 13, 2024.

Proposal must be received no later than the time and date set forth in the **RFP**. Proposals received by Douglas County after the time and date specified shall be considered non-responsive and shall be returned to the Respondents and will not be evaluated.

Douglas County requires that you identify a **Project Manager** in your proposal who will serve as a primary contact person and the **Project Manager** will need to be available to answer questions via email or over the telephone regarding the Respondents proposal and attend an oral interview (if applicable) after evaluation of your written proposal.

Additionally, the proposed **Project Manager** shall be the primary point of contact throughout the project duration, which is anticipated to be 1 year (if the initial contract is amended by the County for additional design services). Additionally, the Respondents need to identify a person to serves as a **Deputy Project Manager** during the consultant selection process and for the anticipated project duration. The primary role for identifying a Deputy Project Manager is to serve as the consultant point of contact when consultant Project Manager is unavailable; and it is desirable that the Deputy Project Manager is familiar with the project and performs other project related tasks.

Project Reference Documents Available to Respondents

The following information is available to the Consultants from the County:

- Traffic Data consisting of Turning Movement Counts from 2022, ADT Counts from 2022, and Crash Data from 2019-2024

The email from Douglas County, which contained this RFP, also included the Traffic Data. If the Traffic Data was not received, please contact **Brolin Bundy**.

Respondents Inquiries

Questions about this RFP shall be directed by email to:

Brolin Bundy, Project Manager via email at bbundy@douglas.co.us on or before **5 pm on November 27, 2024.** All questions will be kept confidential except for those that are specifically related to corrections and / or clarifications in the County's RFP.

From the issuance date of this RFP until a selection is made, **Brolin Bundy** is the sole point of contact for issues or clarifications concerning this RFP and all correspondence shall be done via email. Respondent questions should anticipate a response to their questions within five (5) business days, so Respondents are encouraged to submit their questions early.

Legal Notice to Respondents

Distribution of this request for proposal **via email** is considered legal notice to those firms short listed to receive an RFP for this project. Respondents are individually

responsible for ensuring that the contact information the County has available is current. The County has made a reasonable effort to ensure that the electronic contact information is correct based on all forms of contact that was provided to the County prior to the issuance of this RFP.

Notifications to Unsuccessful Respondents

Pre-Award and Post-Award Notices of Exclusion. Douglas County shall notify unsuccessful Respondents in writing **via email** of exclusion from award and will also notify Respondents that were not selected to participate in the oral presentation / interview phase of the selection process (when applicable).

Debrief. Consultants not selected can request for a debrief with the Douglas County Project Manager, which will occur about 9 to 12 weeks after the selection process is completed.

Schedule for those responding to this Request for Proposals

Anticipated **RFP Schedule** and Contract Award Schedule (subject to change)

a. **11/15/24** - RFP made available via email to the firms on the short list
b. **11/20/24** - Deadline for Respondents to notify Douglas County if not interested in or able to submit a proposal
c. **11/27/24** - Questions to Douglas County regarding the RFP are due
d. **12/13/24** - **Electronic Proposals are due at 11:00 am**
e. **01/16/25** - Selection committee completes review and ranking proposals
f. **01/17/25** - **Notification of selected consultant (if no interview required)**
01/20/25 – begin to finalize Scope and negotiate Final Fees
g. **01/17/25** - Notification to participate in an interview (if applicable)
h. **01/23/25** - **Presentation / Interview (if applicable)**
i. **01/24/25** - Notification of selected consultant (if interview is required) and on or around **01/27/25 –** County and Consultant selected will begin to finalize Scope and negotiate Final Fees

Note: *Award of Contract Date by Douglas County and Desired Notice to Proceed Date will both be in first quarter 2025, pending the Board of County Commissioners' Regular Business Meeting schedule, which is typically released at the end of 2024 or early 2025.*

The County will try diligently to notify the contact person(s) identified in the proposal (preferably the Project Manager and / or Deputy Project Manager) of our intent to conduct an oral interview with Respondents selected.

Selection Process

1. Evaluation Criteria

Proposals will be evaluated and scored according to the following criteria:

i.	Firm Capabilities and Qualifications for this project ^^	10 pts.
ii.	Project Team's past performance and relevant experience	20 pts.
iii.	Project Approach and Understanding of Critical Issues **	25 pts.
iv.	Draft Scope of Services ##	20 pts.
v.	Draft Project Schedule	10 pts.
vi.	Estimated Fee	15 pts.

** Respondents project approach and understanding of critical issues shall be reflected in both the written text (included as part of the page limitation) as well as in illustrations in **Appendix A.**

Respondents Draft Scope of Services, provided in **Appendix B-1** is a major part of the proposal evaluation criteria.

^^ The example plans provided by the Respondents in **Appendix D** will be taken into consideration in awarding points; this level of plans shall be expected on this Project should the Respondent be selected to be awarded a contract.

Additional RFP Information:

1. Submission Requirements

In addition to submittal requirements on page one, the Respondents proposal to the County requires the following:

a. Signatures – Proposals shall be signed by a duly authorized official.

b. Format – Proposals can utilize reference tabs as appropriate, and the electronic PDF format can utilize either utilizing landscape or portrait layout.

c. Respondents are **REQUIRED** to provide an electronic PDF copy to the County via email or on a single USB thumb drive.

One "page" is defined as one standard 8-1/2 x 11-inch sheet of paper. All charts, graphic displays, etc. must be of readable size. Foldouts on 11 x 17-inch sheets to illustrate particular items are permitted in the proposal in the **Appendices**.

If the Respondent uses an 11 x 17-inch sheet within the main body of the Proposal then it will be considered to be two pages (the exception applies only for the example plans and illustrations of proposed concept plans that are contained in appendixes which are not part of the page limitation).

All proposals shall be submitted in either **Times New Roman** or **Arial**, using no less than eleven (11) point font and preferably twelve (12) point font in most cases.

Page Limitations - Proposals shall not exceed a total of **EIGHT (8)** single-sided pages. The total page limitation does **not** include: a one page cover letter, the required section tabs, and all required appendix materials for this Proposal, (illustrations / graphics, draft scope of services, draft deliverables, draft schedules, example plans, and resumes of key personnel. There is no reason to submit letters of a commendation for this RFP).

Respondents shall submit a **Draft Scope of Services, which contains a list of Draft Deliverables, Draft Project Schedule and Estimated Fees** as part of their Proposal, which shall be included in **Appendix B (see below)**.

The Respondents shall submit one to three page resumes of key members of the Consultant Project Team, which shall be included in **Appendix C.**

Additional Respondents Requirements

1. Proposals should contain and will be evaluated based on the following sections:

    a. Cover letter that serves as an executive summary of the Proposal, highlighting the value and commitment your project team will bring to this project (one page).
    b. Firm Capabilities and Qualifications (1 page maximum)
    c. Project Team's past performance / relevant project experience (2 pages maximum)
    d. Project approach & understanding of critical issues (suggest 3-5 pages)
    e. Illustrations of proposed improvement concepts and other graphics to depict project issues (no more than 4 pages on 11x17) (include in **Appendix A-1**)
    f. Consultant's detailed Draft Scope of Services (in **Appendix B-1**)
    g. Consultant's Draft List of Deliverables (in **Appendix B-2**)
    h. Consultant's Draft Project Schedule (11x17) (include in **Appendix B-3**)
    i. Consultant's Estimated Fees (include in **Appendix B-4**)
    j. Resumes of key members of the Project Team (include in **Appendix C**)
    k. Example Plans (no more than 8 pages on 11x17 where up to 4 of these sheets should be related to the SUE / utility plans including one (1) utility tabulation sheet, one (1) utility matrix sheet, and two (2) utility plan sheets) representing the quality of plans the Consultant will deliver to the County should they be selected (in **Appendix D**)

2. Consultant Team's Availability to Assist the County for this Project

The consultant team should identify key staff that will be available to assist the County in preparing final design plans, specifications, and estimates (PS&E) construction documents for the project. This work is anticipated to occur over twelve (12) to eighteen (18) months from when notice to proceed (NTP) is issued to the selected consulting team.

3. Period of Performance

   Performance shall commence as of the date specified in the notice to proceed, which is typically within ten (10) days from the date of award of Contract and shall continue until the work is completed.

   The Consultant will be required to perform the work until it has been accepted by Douglas County with an anticipated Contract duration of twelve (12) to eighteen (18) months, with the possibility of amending the initial contract for additional services.

   Initial project milestones should be identified by the Respondent in their Draft Scope of Services and Project Schedule. Additional milestones may be added as work progresses under the proposed contract.

4. Award of Public Contract for Services (Contract)

   Award of a Contract from this RFP will be based on a competitive proposal procedure, taking into consideration the consultant capabilities and qualifications, and evaluation of the Respondents proposal against the RFP evaluation criteria; and based on the oral presentation and interviews by those Respondents selected to be interviewed (when applicable).

   If Douglas County determines that the interview process is needed, then the top two (2) highest combined ranked firms will be selected to make an oral presentation / participate in the interview portion of the selection process.

5. Consultant Payments

   Payments are anticipated to be made monthly based on a reimbursable cost-plus fixed fee – for a maximum contract amount (to be determined), where the County will allow up to 10 percent for profit.

   Only the successful Respondent (firm) that receives the highest overall combined ranking will be asked to submit a formal reimbursable cost-plus fixed fee proposal, which is required for the contract. The final scope and fee will be subsequently negotiated between this firm and Douglas County.

   If the County and the highest ranked firm cannot reach an agreement on negotiating a reasonable fee, to both parties satisfaction, then the County may

terminate negotiations with the highest ranked firm and begin negotiations with the second firm and so forth.

However, all Respondents to this RFP are required to submit a draft fee amount associated with their proposed Draft Scope of Services and identify / estimate their anticipated costs for each segment. Regarding the awarding points (with 15 points maximum allowed) for Respondents Estimated Fee, the County typically will throw out the lowest fee and highest fee submitted and use the average of the remaining fees submitted to establish which Respondents will receive most points allocated for the Estimated Fee. Respondents closest to this average typically will receive the most points and those with highest and lowest Estimated Fee typically will receive fewer points. In some instances, when a Respondent presents a good argument for submitting the lowest fee, the County will take this into consideration, and then the lowest score will not be thrown out from determining the average fee. Additionally, if, for example, all Respondent's Estimated Fee are very closely aligned then all Respondents will receive similar points associated with scoring the Estimated Fee section of the proposals.

Project Schedule

The project will be broken up into two tasks, Task A and Task B, which are described below. The following are critical milestones for this Project; and the Respondent should identify interim milestones as part of their proposal in order to demonstrate how they can meet the critical milestones identified by the County which are as follows:

Task A – Alternatives Analysis and Preliminary Design

- Highway Safety Improvement Program (HSIP) Grant Application
    - HSIP Application submitted within the application window
- 30% PS&E Submittal for Preliminary Design
    - Preliminary Design by end of May 2025

Task B – Final Design

- 90% PS&E Submittal
    - By end of September 2025

Final Schedule will be determined based on the selected alternative for final design.

Draft Scope of Services Requirements

The following information is being provided by the County to assist the Respondent in preparing their own Draft Scope of Services required for this RFP. Critical issues as identified in the Respondent's proposal should be reflected in the submitted Draft Scope of Services. The Estimated Fee shall only include services for Task A – Alternatives Analysis and Preliminary Design. A contract amendment will be done for Task B—Final Design services.

Background and Tasks Associated with The Draft Scope of Services for the Tomahawk Road and East Parker Road Intersection Project

This document is intended to serve as a starting point for consultants to develop a Scope of Services to perform design engineering services for Douglas County's Tomahawk Road and East Parker Road Intersection Project. The objective of the project is to create preliminary designs for alternatives at the intersection of Tomahawk Road and East Parker Road to improve safety, and to assist the County in selecting / recommending an alternative to carry forward into preliminary and final design.

Project Background

The project includes the intersection of East Parker Road and Tomahawk Road located east of the Town of Parker in unincorporated Douglas County, and in addition to evaluating the intersection, other project tasks include, subsurface utility engineering, evaluating the roads approaching this intersection and the adjacent drainage areas.

Below is a timeline of traffic related improvements that have been implemented to the intersection over the last 15 years:

- 2009: Installed Stop Bars northbound & southbound Tomahawk Road, upgrade size of Stop Signs to 36" x 36" and added flashing amber beacons above the Stop Ahead signs.
- 2013: Installed Radar Activated Red Flashing Beacon above the Stop Signs.
- 2016: Relocated Stop Ahead Signs to be consistent with Table 2C-4 in the 2009 MUTCD.
- 2017: Radar Activated system was replaced with Static Stop signs with TAPCO Blinkers. Stop signs in both directions and added "Cross Traffic Does Not Stop" plaques below Stop Signs.
- 2021 Re-Installed Transverse Rumble Strips per CDOT guidelines for southbound only as part of the Contracted Asphalt Overlay Project.
- 2021 The County requested property owners on the westside of intersection to trim vegetation on E Parker Rd to provide a clear line of sight. In addition, relocated the "Adopt a Road" and Speed Limit signs out of the sight distance triangle.
- 2022 Upgraded the static W3-1 with LED W3-1 for northbound and southbound Tomahawk.
- 2024 Converted to an All Way Stop condition.

TASK A – ALTERNATIVES ANALYSIS AND PRELIMINARY DESIGN

Task A-1 – Project Administration/Management

The Consultant will be responsible for submitting invoices to the Douglas County Project Manager (PM) as well as providing other project administration services throughout the

project. The Consultant will be responsible for the day-to-day management and coordination of the tasks in the detailed Scope of Services and associated fee submitted with the technical proposal.

As part of the technical proposal, the Consultant should discuss their quality assurance and quality control (QA/QC) procedures and offer some insight as to what they expect to be the critical QA/QC issues on this project.

Task A-2 – Project Meetings

Throughout the project, several meetings will take place to coordinate work and design elements. These project meetings will include participants from the Consultant, Douglas County, and other project stakeholders as necessary. All project meetings shall be scheduled by the Consultant and the Consultant shall be responsible for determining appropriate attendance from their team to ensure cost effectiveness of meetings. Meeting agendas shall be prepared by the Consultant for all project meetings listed and shall be approved by the Douglas County PM prior to the meeting. The consultant shall be responsible for creating meeting minutes to detail the discussions, decisions, and resulting action items from each meeting. The Consultant shall distribute the meeting minutes to all attendees for concurrence prior to issuing the final meeting minutes. Unless stated otherwise, it is anticipated that the meetings will take place at the Consultant's office in the greater Denver area or through a virtual meeting software.

Notice to Proceed Meeting

Upon receiving notice to proceed from Douglas County, the Consultant shall schedule a brief meeting with Douglas County to confirm the scope of work, discuss project schedule, request additional data, and confirm design-related issues and requirements.

Monthly Project Meetings

The Consultant shall schedule project meetings approximately once a month with Douglas County to coordinate and discuss project status, project schedule, design decisions, and other coordination topics.

Review of Preliminary Design Alternatives

Consultant suggestions for alternatives analysis may include but are not limited to a roundabout (mini or conventional), signalizing the intersection with span wires or mast arms, profile changes to balance or minimize earthwork, or a combination of these elements in order to reduce construction costs and the need for additional ROW or easements.

Task A-3 – Topographical Survey

A topographical survey shall be done by a company that is prequalified with CDOT to do survey work. It is not required that the surveyor is on the Douglas County Shortlist. The limits of survey shall be approximately 1500-ft on each leg of the intersection or as

determined by the Consultant to account for changes and refinements to the design as the project progresses. A survey control diagram and tabulation shall be completed and included in the construction plans. Survey work may include the locations of test holes done as part of the Subsurface Utility Engineering investigation.

Task A-4 – Right of Way

It is anticipated that all project related improvements will be located within existing Douglas County ROW. However, proposed designs that will require additional Right of Way will be considered. The Consultant shall collect title commitments and conduct research on existing plats and easements for properties that will potentially be affected by the proposed designs. The information collected in the research shall be included in the Alternatives Analysis Memo.

Task A-5 – Subsurface Utility Engineering and Utility Plans

The Consultant shall be responsible for initiating subsurface utility engineering (SUE) in accordance with Colorado Senate Bill 18-167. All utilities present within the project limits shall be located to ASCE quality level D at a minimum.

Task A-6 – Roadway Design

The typical sections for East Parker Road and Tomahawk Road both include one lane in each direction consisting of an approximate 12-ft wide lane with gravel shoulders of varying widths between 1-ft and 3-ft. The intersection currently operates as a 4-way stop with stop signs at each leg of the intersection, rumble strips on southbound Tomahawk Road, and Stop Ahead warning signs on each leg of the intersection.

The Consultant shall prepare an Alternatives Analysis Memo that presents the proposed designs; and provides recommendations and analysis for a preferred alternative. The Consultant shall perform alternatives analysis on a maximum of three design alternatives. Included in the Alternatives Analysis Memo, the Consultant shall include investigation and recommendations to correct nearby steep grade and improve sight distances.

Before significant roadway design activity occurs, the Consultant shall create a project design criteria table and submit to the Douglas County PM for concurrence. The design criteria shall be based on the following references:

- Douglas County Roadway Design and Construction Standards (Most Recent)
- AASHTO Policy on Geometric Design of Highways and Streets (2018)
- AASHTO Roadside Design Guide (2011)

The Consultant shall prepare 30% roadway design plans as described in *Task A-9 – Project Submittals*.

The roadway design may be performed using either Autodesk's Civil 3D or Bentley's OpenRoads design software. The Consultant shall identify which software will be used to design the project in the technical proposal. The consultant shall provide Douglas County the electronic drawing and design files upon completion of the project.

Task A-7 – Traffic Engineering

The Consultant shall review existing traffic data to assist in the alternatives analysis. The Consultant shall review available preliminary data for the Douglas County 2050 Transportation Plan, that is currently in progress. There will be some coordination with the Consultant, DC Staff and 2050 TP consultant to review compatibility and future needs. The outcome of this coordination shall be included in the Alternatives Analysis Memo.

The Consultant shall develop signage and pavement marking plans in accordance with Douglas County Standards and the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).

Task A-8 – Hydrology and Hydraulics

The consultant shall prepare a Phase 1 Drainage Report for the preferred design alternative. Depending on the outcome of the Phase 1 Drainage Report, structural engineering services may be required for drainage infrastructure design.

This project is located in the County's MS4 boundary and located within the Cherry Creek Basin; the County has determined that water quality will need to be provided for this project.

Storm water quality shall be evaluated and mitigated during design as described in the Douglas County Grading, Erosion and Sediment Control (GESC) Manual and the Douglas County Storm Drainage Design and Technical Criteria Manual. The preliminary design includes storm water detention basins for assuring water quality. Potential pond locations are anticipated to be a topic of discussion during the value engineering workshop.

The Consultant shall identify which software products will be used to perform hydraulic design and analysis for the project in the technical proposal.

Task A-9 – Project Submittals

The following sections describes at a minimum what Douglas County anticipates for formal submittals. Formal submittals shall be subject to review and comment periods by Douglas County staff prior to acceptance.

Reports, Memorandums, and Permits

- Project Design Criteria Table
- Alternatives Analysis Memo

- Roll Plot for each alternative design
- Quality Level D Utilities shown on the Roll plot for each alternative design
- Phase 1 Drainage Report(s) for preferred design alternative

TASK B – FINAL DESIGN

Task B-1 – Project Administration/Management

The Consultant will be responsible for submitting invoices to the Douglas County Project Manager (PM) as well as providing other project administration services throughout the project. The Consultant will be responsible for the day-to-day management and coordination of the tasks in the detailed Scope of Services and associated fee submitted with the technical proposal.

As part of the technical proposal, the Consultant should discuss their quality assurance and quality control (QA/QC) procedures and offer some insight as to what they expect to be the critical QA/QC issues on this project.

Task B-2 – Project Meetings

Throughout the project, several meetings will take place to coordinate work and design elements. These project meetings will include participants from the Consultant, Douglas County, and other project stakeholders as necessary. All project meetings shall be scheduled by the Consultant and the Consultant shall be responsible for determining appropriate attendance from their team to ensure cost effectiveness of meetings. Meeting agendas shall be prepared by the Consultant for all project meetings listed and shall be approved by the Douglas County PM prior to the meeting. The consultant shall be responsible for creating meeting minutes to detail the discussions, decisions, and resulting action items from each meeting. The Consultant shall distribute the meeting minutes to all attendees for concurrence prior to issuing the final meeting minutes. Unless stated otherwise, it is anticipated that the meetings will take place at the Consultant's office in the greater Denver area or through a virtual meeting software.

Notice to Proceed Meeting

Upon receiving notice to proceed from Douglas County, the Consultant shall schedule a brief meeting with Douglas County to confirm the scope of work, discuss project schedule, request additional data, and confirm design-related issues and requirements.

Monthly Project Meetings

The Consultant shall schedule project meetings approximately once a month with Douglas County to coordinate and discuss project status, project schedule, design decisions, and other coordination topics.

Task B-3 – Right of Way

Depending on the outcome of the alternatives analysis and preferred design alternative, Right of Way services may be required. If the selected design does require Right of Way (ROW), the County will negotiate a fee with the Consultant, which may result in use of a project contingency line item or a formal contract amendment.

Task B-4 – Subsurface Utility Engineering and Utility Plans

The Consultant shall be responsible for producing subsurface utility engineering (SUE) plans in accordance with Colorado Senate Bill 18-167. All utilities present within the project limits shall be located to ASCE quality level B at a minimum. The Consultant is responsible for ensuring that SUE data will be collected, and plans will be assembled with ample time to make critical design decisions relating to utility conflicts. Douglas County anticipates the SUE utility plans will consist of a tabulation of utility plan sheets, utility matrix sheets, and utility test hole sheets.

After initial data collection to obtain quality level B SUE data, the Consultant shall propose which, if any, utilities should be investigated to ASCE quality level A via test holes. Douglas County estimates that a total of **20 test holes** will be performed throughout the project limits. If Douglas County desires or the Consultant suggests additional test holes to be performed, the County will negotiate a fee with the Consultant, which may result in use of a project contingency line item or a formal contract amendment.

Utility plans shall be developed by the consultant and included in the final construction plans. Douglas County will perform the coordination with utility owners, but the Consultant should anticipate assisting Douglas County with minor coordination activities.

Task B-5 – Roadway Design

The typical sections for East Parker Road and Tomahawk Road both include two, twelve feet wide lanes in each direction with paved shoulders of varying widths between approximately 1 and 3 feet. The intersection currently operates as a 4-way stop with stop signs at each leg of the intersection, stop bars on Tomahawk Road, rumble strips on East Parker Road, and warning signs on the east and west sides of the intersection.

The Consultant shall advance the preferred alternative design in Task A-6 from 30% through 100%.

The Consultant shall prepare roadway design plans 90% and 100% PS&E submittals as described in *Task B-10 – Project Submittals*.

Task B-6 – Traffic Engineering

The Consultant shall review available preliminary data for the Douglas County 2050 Transportation Plan (TP), that is currently in progress. The Consultant shall make updates to the design based on the outcome of the TP.

The Consultant shall develop signage and pavement marking plans in accordance with Douglas County Standards and the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).

The Consultant shall prepare construction phasing and traffic control device plans.

Task B-7 – Geotechnical Engineering and Pavement Design (by others)

Geotechnical Engineering and Pavement Design will be completed by others under a separate contract with Douglas County; and the County will provide this information to the Consultant once it has been completed. The Consultant is expected to coordinate with Douglas County staff as needed; and prior to the 90% Design Review Meeting submittal, the Consultant shall assist the County in determining where geotechnical investigation and parameters are needed within the project limits. The Consultant is expected to coordinate with Douglas County staff as needed.

Task B-8 – Environmental Clearance

There are no known environmental concerns related to this project, and there are no environmental permits anticipated other than the requirements associated with preparing the plans needed to obtain a Douglas County Grading, Erosion and Sediment Control (GESC) permit. It is not anticipated that this project will require categorical exclusion (CatEx) or any other NEPA documentation or clearance.

If historic resources, endangered species habitat, or wetlands impacts are identified at any stage of the project, a contract amendment will be negotiated to perform the necessary environmental field work and reporting.

Task B-9 – Structural Engineering

There are no major structures anticipated to be designed or modified as part of this project. However, structural engineering services may be required for drainage infrastructure design, depending on the outcome of the Phase 1 Drainage Report.

Task B-10 – Project Submittals

The following sections describes at a minimum what Douglas County anticipates for formal submittals. Formal submittals shall be subject to review and comment periods by Douglas County staff prior to acceptance.

90% Plan Submittal

- Plan Package

  - Title Sheet
  - Typical Sections
  - General Notes
  - Survey Control Diagram and Tabulation
  - Geometric Control Layout
  - Removal Plans
  - Roadway Plan and Profiles
  - Stormwater Drainage Plans
  - Subsurface Utility Engineering Plans
  - Construction Phasing Plan
  - Signage and Striping Plans, Tabulations, and Details
  - Roadway Cross Sections (25 feet interval)
- Specification Package
- Engineer's Opinion of Probable Cost

90% (PS&E) Design Review Meeting

- The Consultant shall hold a 90% Design Review Meeting with Douglas County after preparing a complete set of plans, specifications, and estimates (PS&E). The Consultant shall submit the PS&E documents to Douglas County twenty (20) working days in advance of the meeting to allow for review. The primary objective of the meeting will be to discuss any proposed changes or concerns with the PS&E documents prior to advertising the project for construction bids.

100% PS&E Submittal

- Plan Package
  - Title Sheet
  - Standard Plans List
  - Typical Sections
  - General Notes
  - Summary of Approximate Quantities
  - Tabulation of Quantities
  - Survey Control Diagram and Tabulation
  - Geometric Control Layout
  - Removal Plans
  - Roadway Plans and Profiles (including necessary details)

  - Stormwater Drainage Plans (including necessary details)
  - Grading, Erosion, and Sediment Control Plans
  - Subsurface Utility Engineering and Utility Plans
  - Construction Phasing Plan
  - Construction Traffic Control Plans
  - Signage and Striping Plans, Tabulations, and Details
  - Roadway Cross Sections (25 feet interval)
- Specification Package
- Engineer's Opinion of Probable Cost

END of RFP.

Consultant Selection Process for the Tomahawk Road and East Parker Road Intersection Project

Douglas County Project Number CI 2024-019

Combined Overall Ranking

Completed Form by Brolin Bundy, January 16, 2025

	Subcommittee Proposal Evaluator's Combined Overall Ranking Form					
RFP Respondent (Consultant Team)	Evaluator # 1	Evaluator # 2	Evaluator # 3	Evaluator # 4	Combined Overall Score	Combined Overall Ranking *
Benesch	3	3	3	3	12	3
Olsson	2	1	1	1	5	1
RS&H	1	2	2	2	7	2

* Note: The Consultant Team with the lowest Combined Overall Score will receive the highest Combined Overall Ranking and be considered as the best Consultant Team.

Consultant Selection Process for the Tomahawk Road and East Parker Road Intersection Project

Douglas County Project Number CI 2024-019

Individual Subcommittee Member's (Evaluator) Scoring / Ranking Form

Base Evaluation FORM Prepared by Brolin Bundy, December 12, 2024

	Assigned Proposal Evaluator # (1 thru 4): 1 Individual Subcommittee Member's (Evaluator) Proposal Scoring / Ranking Form							
RFP Respondent (Consultant Team)	Firm Capabilities and Qualifications	Project Team & Past Performance On Similar Projects	Project Approach & Understanding of Critical Issues	Draft Project Schedule	Draft Scope of Services	Estimated Fee	Total Points	Evaluator's Overall Ranking
Maximum points possible	(10 Points)	(20 Points)	(25 Points)	(10 Points)	(20 Points)	(15 Points)	(100 Points)	*
Benesch	6	14	15	8	18		61	3
Olsson	8	12	20	8	18		66	2
RS&H	10	16	22	8	18		74	1

Please complete this form and return as a **PDF or hard copy** to Brolin Bundy via email at **bbundy@douglas.co.us** on or before **10:00 AM on January 15, 2025**

*** After entering points for all Team's first then select the Overall Ranking for each Team as follows: assign a 1 to the Team with the most points (having the best Proposal), the second best proposal assign a 2, the third best proposal assign a 3 and so forth. The Evaluator can use each number only once (no ties are allowed).**

Consultant Selection Process for the Tomahawk Road and East Parker Road Intersection Project

Douglas County Project Number CI 2024-019

Individual Subcommittee Member's (Evaluator) Scoring / Ranking Form

Base Evaluation FORM Prepared by Brolin Bundy, December 12, 2024

	Assigned Proposal Evaluator # (1 thru 4): 2							
	Individual Subcommittee Member's (Evaluator) Proposal Scoring / Ranking Form							
RFP Respondent (Consultant Team)	Firm Capabilities and Qualifications	Project Team & Past Performance On Similar Projects	Project Approach & Understanding of Critical Issues	Draft Project Schedule	Draft Scope of Services	Estimated Fee	Total Points	Evaluator's Overall Ranking
Maximum points possible	(10 Points)	(20 Points)	(25 Points)	(10 Points)	(20 Points)	(15 Points)	(100 Points)	*
Benesch	10	20	15	7	18	13	83	3
Olsson	10	20	22	10	20	13	95	1
RS&H	10	18	20	7	20	11	86	2

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Consultant Selection Process for the Tomahawk Road and East Parker Road Intersection Project

Douglas County Project Number CI 2024-019

Individual Subcommittee Member's (Evaluator) Scoring / Ranking Form

Base Evaluation FORM Prepared by Brolin Bundy, December 12, 2024

	Assigned Proposal Evaluator # (1 thru 4): 3 Individual Subcommittee Member's (Evaluator) Proposal Scoring / Ranking Form							
RFP Respondent (Consultant Team)	Firm Capabilities and Qualifications	Project Team & Past Performance On Similar Projects	Project Approach & Understanding of Critical Issues	Draft Project Schedule	Draft Scope of Services	Estimated Fee	Total Points	Evaluator's Overall Ranking
Maximum points possible	(10 Points)	(20 Points)	(25 Points)	(10 Points)	(20 Points)	(15 Points)	(100 Points)	*
Benesch	10	18	20	9	17	13	87	3
Olsson	10	19	25	9	19	13	95	1
RS&H	10	18	24	9	19	11	91	2

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Consultant Selection Process for the Tomahawk Road and East Parker Road Intersection Project

Douglas County Project Number CI 2024-019

Individual Subcommittee Member's (Evaluator) Scoring / Ranking Form

Base Evaluation FORM Prepared by Brolin Bundy, December 12, 2024

	Assigned Proposal Evaluator # (1 thru 4): 4 Individual Subcommittee Member's (Evaluator) Proposal Scoring / Ranking Form							
RFP Respondent (Consultant Team)	Firm Capabilities and Qualifications	Project Team & Past Performance On Similar Projects	Project Approach & Understanding of Critical Issues	Draft Project Schedule	Draft Scope of Services	Estimated Fee	Total Points	Evaluator's Overall Ranking
Maximum points possible	(10 Points)	(20 Points)	(25 Points)	(10 Points)	(20 Points)	(15 Points)	(100 Points)	*
Benesch	10	17	18	8	15	13	81	3
Olsson	10	18	21	9	18	13	89	1
RS&H	10	19	22	8	17	11	87	2

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* After entering points for all Team's first then select the Overall Ranking for each Team as follows: assign a 1 to the Team with the most points (having the best Proposal), the second best proposal assign a 2, the third best proposal assign a 3 and so forth. The Evaluator can use each number only once (no ties are allowed).