

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 **HDR Engineering, Inc.**, a Nebraska corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for the **US 85 / Ron King Trail Access Project, Douglas County Project Number CI 2025-020**; 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 **Three Hundred Thousand Dollars (\$300,000.00)** for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on **July 23, 2025**, and terminate at 12:00 a.m. on **September 1, 2026**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

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

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

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

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

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

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

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

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

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

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

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

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

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

by the Consultant to: 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: Mike Grant
HDR Engineering, Inc.
1670 Broadway, Suite 3400
Denver, CO 80202
Phone: 303-764-1585
E-mail: Michael.grant@hdrinc.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.

HDR Engineering, 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**

APPROVED AS TO CONTENT:

, CHAIR Date

**DOUGLAS J. DEBORD Date
COUNTY MANAGER**

ATTEST

Deputy Clerk Date

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

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

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

ANDREW COPLAND **Date**
Director of Finance

Chris Pratt **Date**
Senior Assistant County Attorney

EXHIBIT A

US 85 / RON KING TRAIL ACCESS PROJECT SCOPE OF WORK DOUGLAS COUNTY PROJECT NUMBER: CI 2025 - 020

PLANNED IMPROVEMENTS

Douglas County has identified the need to improve the existing intersection of Ron King Trail and Northbound US 85, located approximately 0.9 miles north of the Louviers intersection with US 85.

The project consists of the design of an interim traffic signal solution which does not preclude the ultimate addition of auxiliary acceleration and deceleration lanes in the NB travel direction on US 85 including future bridge structure widening over Oxide Draw and Highland Gulch.

WORK DURATION

The time period for the work described in this scope is 12 months from Notice to Proceed.

Anticipated Schedule
Notice to Proceed: TBD
30% (FIR) Plan Submittal TBD
Final PS&E Submittal TBD

PROJECT DELIVERY METHOD

It is understood that Douglas County (County) may elect to procure construction services via traditional design-bid-build or Construction Manager (CMGC). The efforts to negotiate final construction costs with the contractor through the CM efforts will be between the County and the Contractor. HDR will provide engineering support in the form of design, plan production, review meetings, and an Engineer's Estimate of the expected construction costs that will be based on data found in the CDOT Cost Data books.

COUNTY CONTACT

The Contract Administrator for this project is:

Name: Brolin Bundy, P.E.
Title: Capital Improvements Project Manager, Douglas County

SURVEY -Subconsultant Service: Woolpert

Surveys will be conducted in accordance with the CDOT Survey Manual, the latest addendum thereof, and applicable state statutes. The survey project limits are defined as follows:

- Beginning at Chatridge Ct. on the north, approximately 1800-ft south of Ron King Trail Intersection will be mapped (to 1' contour accuracy). The width of survey will generally be from the western edge of the US 85 center median to 50-ft east of the existing deer fence. Survey limits will be extended to full width of roadway, including RR and extended 500-ft along each drainage channel as depicted below. The limits of survey along Ron King Trail will be 750' east of US 85. Generally, between MP 194.5 – 195.2 along US 85
- Topographic survey to cover the ultimate planned projects limits will be obtained under this task order as directed by Douglas County.



Pre-survey Conference

- A pre-survey conference shall be held with the County and the Consultant prior to any right of way or survey work.

Survey Data Research

- Research shall be done as per current CDOT manuals.

Project Control Survey:

- Locate or Establish HARN Stations (NH 0852-086 Phase V – CDOT ROW Plans prepared by URS)
Project control shall be tied to the nearest Colorado High Accuracy Reference Network Station (HARN). In the event there are no HARN stations within 3 miles of the project (Order B, 1:1,000,000 accuracy), or HARN Densification (Order B-2, 1:500,000 accuracy), additional HARN Densification stations shall be set. NGS Blue Book procedures shall be followed for HARN Densification stations. This will include proper spacing using proper monumentation, equipment, observation procedures, coordination through the Colorado State Geodetic Advisor and submission to NGS for inclusion in the National Database.
- Locate and/or establish Local Project Control (Provide two (2) points within project limits)
Survey the required project control (centerline/baselines and elevation reference) as required. Prepare a control survey diagram showing graphical representation of monuments used for control. Tabulate coordinates and physical descriptions of found monuments and other physical evidence.

Permission to Enter (PTE), CDOT & RR ROW Permit Coordination

In order to facilitate the non-destructive SUE Investigation and topographic Survey performed under this Task Order the Survey Consultant will coordinate with adjacent landowners to execute up to eight (8) Permission to Enter Forms (PTE's) as required. Consultant activities associated with the coordination of this task include:

- PTE Coordination. The Survey Consultant will coordinate with the client, the SUE team, and the rest of the internal and external project team throughout the PTE coordination process.
- PTE Research and Tracking. The survey subconsultant will conduct landowner research and develop a spreadsheet to track PTE progress throughout the coordination process from ownership identification, through notification / request, to PTE execution.
- PTE Packets. Once properties have been identified that require access by project team members, either to facilitate Topographic Survey or Utility Investigation included in this Task Order, the Survey Consultant will prepare and send Request for PTE packets to applicable landowners identified during the research task.
- PTE Negotiation – The Survey Consultant will negotiate with those applicable landowners to obtain executed PTE's for up to eight (8) properties requiring access by project team members.
- The Survey Consultant will obtain required CDOT ROW permits, railroad ROW Permits, and schedule required flaggers as needed to perform topographic survey and utility investigation.

Land Survey/Boundary Survey

- Tie aliquot, property, and other land monuments to the control survey. Prepare a Land Survey Control Diagram showing graphical representation of all found aliquot, property and land monuments and their relationship to the project control. Tabulate the coordinates and physical description of found monuments and other physical evidence.
- Research and develop cad base file of existing Right-of-Way/Property Lines and easement lines within the project limits

TMOSS (Topographic) Survey

- Collect the data required to produce a planimetric map and submit in TMOSS format. Features located will include, but not be limited to signs, mailboxes, fences, driveways, curb cuts, curbs, sidewalks, and edges of pavements. Horizontal accuracy shall be as specified for a CDOT class C or D TMOSS survey.
- Final locations of Geotechnical Field Investigation borings will be surveyed upon completion of borings by geotechnical subconsultant as defined in scope for “Geotechnical Field Investigation” scope of work described below. (Up to 10 borings)

Terrain (Relief or Elevation) Survey

- Collect elevation data and submit in TMOSS format. Natural ground elevations shall be as specified.
- Elevation data will be tied into elevation control as defined in NH 0852-086 Phase V – CDOT ROW Plans prepared by URS.

Utility Survey

- Locate utility poles, manholes, valves, pedestals, guy wires, and other visible utility features. Survey underground utilities as marked by the utility companies.

Hydraulic Survey

- Locate culverts, storm sewer pipes, inlets, vaults, manholes and determine invert elevations and pipe material and sizes. Locate inlets and manholes and determine invert elevation and sizes of pipes. Accomplish drainage situation surveys for designated culverts and bridges. Bridge survey includes locating the top of deck, top and bottom of bridge rail, low chord elevations, pier location, pier size, pier shape, and abutment locations.
- Bridges will be surveyed to show low girder and support structures and detailed TMOSS underneath to facilitate bridge opening calculations.

Survey Report

- Prepare a Survey Report as required in the CDOT Survey Manual.

Accuracy Tests

- Tests are to be performed on a regular basis throughout the project by the consultant.

Review by Professional Land Surveyor

- The accuracy tests are to be reviewed by the PLS in responsible charge for the project and submitted to the project engineer and made part of the project records. Further review of aspects of the field and office work shall also be the responsibility of the PLS in responsible charge.

Right-of-Way Plans and Supplemental Surveying

- Right-of-Way Plans not included in this contract.

Survey Quality Assurance/Quality Control (QA/QC)

- Prepare and submit a QA/QC plan as part of the planning documents noted above and commit to adhering to the QA/QC process throughout the project.
- Submitted data will be QC'd by a professional Land Surveyor

Deliverables

- Planimetric map as described above in TMOSS format
- Land Survey Control Diagram
- Cad base file of existing Right-of-Way/Property Lines and easement lines within the project limits
- Elevation data in TMOSS format
- Survey Report
- Permission to Enter Forms (PTE's) as required

1.0 PROJECT MANAGEMENT AND MEETINGS**Coordination Meetings**

- County Coordination Team Meetings – County Coordination Team Meetings will be held every 4 weeks (up to 6 meetings – assuming 3 in-person and 3 virtual) and will include the County and Consultant Project Managers, and up to two (2) key consultant team members to review the status of, and manage, the overall project progress, schedule, and work plan.
- Internal Consultant Team Meetings – The Consultant Core Team (PM, Deputy PM's, and other key staff) will meet every other week to plan, organize, and schedule work; and to review progress and resolve outstanding issues.

Develop a Project Schedule and Assign Tasks

- The Consultant is responsible for coordinating the required work schedule for tasks accomplished by the County and other agencies. Prepare the final design project schedule for review by the County/PM and consultant team and refine to provide detail as requested. Modifications will be made as necessary.

Quality Assurance/Quality Control (QA/QC)

- Prepare and submit a QA/QC plan as part of the planning documents noted above and commit to adhering to the QA/QC process throughout the project.

Meeting Minutes

- Project meeting minutes shall be completed by the Consultant and provided to the County PM within one week of the actual meeting. When a definable task is discussed during a meeting, the minutes will identify the “Action Item,” the party responsible for accomplishing it, and the proposed completion date.

Deliverables

- Meeting minutes
- Schedule
- QA/QC Plan

2.0 ROADWAY DESIGN

Design of future roadway improvements, accel/decel lanes in the NB direction at the Ron King Trail Intersection will be developed to the conceptual level to assist in the placement of traffic signal equipment. Plans for intersection improvements will be prepared for a 30% Field Inspection Review (FIR) submittal and Final Plans, Specifications, and Estimate (PS&E). This assumes that there will only be an FIR and Final PS&E submittal with no other interim submittals.

Roadway Design and Roadside Development

For the purposes of this scope of work, prepare and deliver roadway design plans incorporating input from applicable agencies and outside entities including:

Conceptual level design (15% design effort) to include the following:

- Review as-built drawings. The following data, as applicable, shall be collected: (Typical roadway section, roadway plan and profile sheets showing alignment data, topography, utilities, Right of Way restrictions, preliminary hydraulics and geology information, environmental constraints, lighting requirements, guardrail types, and wildlife fencing.)
- NB US 85 Deceleration and Acceleration Auxiliary Lanes at Ron King Trail Intersection utilizing a widened existing structure
- Roadway/Intersection Improvements with Traffic Signal without widening existing US 85. Traffic Signal configuration not to preclude widening for future auxiliary lane.
- Prepare 15% conceptual opinion of probable cost

Preliminary design (30% plans - FIR submittal) to include the following:

- Horizontal vertical data for intersection improvements.
- Develop roadway typical sections, details, roadway plan and intersection plan as needed for construction.

- Develop 30% (FIR) Plan package for submittal to county for review
- Attend FIR Meeting with County staff.
- Prepare a 30% preliminary opinion of probable cost

Final PS&E Roadway Design:

- Address and incorporate comments from the 30% (FIR) submittal.
- Perform Final Roadway/Intersection improvement design. Document the design with design notes, detail notes, and computer outputs.
- Prepare Final Roadway/Intersection Plan, Roadway Details, Quantity Tabulations, and Summary of Approximate Quantities.
- Prepare Project Special Provisions as needed to supplement the CDOT standard specifications.
- Prepare a final opinion of probable cost

Deliverables

- Roadway/Intersection Plan Roll Plot (15%)
- Roadway/Intersection Plans (30%, PS&E)
- Roadway Typical Sections and Details (PS&E)
- Quantity Tabulations (PS&E)
- Prepare Project Special Provisions as needed to supplement the CDOT standard specifications. (PS&E)
- Prepare Opinion of Probable Costs (15%, 30%, PS&E)

Roadway Design Assumptions

- Roadway elements shall be designed in accordance with
 - Douglas County Roadway Design and Construction Standards (Where applicable)
 - 2023 CDOT Roadway Design Guide
 - AASHTO Roadside Design Guide
 - CDOT M&S Standards
- Specifications will follow CDOT Standard Specifications for Road and Bridge Construction, 2023. Special provisions will be developed for items not covered by the Standard Specifications.
- For each Douglas County review, we are assuming one (1) round of consolidated comments
- Opinions of probable cost are to be used to assist the County in planning for construction funding.

3.0 ENVIRONMENTAL CLEARANCE

Data Collection, Field Investigation, and Mitigation Measures

It is assumed that environmental clearance will be obtained using CDOT's Environmental Clearance Information Summary form. An optional task for Air Quality is included in this scope in case, upon submittal of the permit package, CDOT determines the environmental clearance necessitates a Form 128.

Environmental Coordination

Plan and conduct monthly internal coordination meetings with resource specialists during project development process.

Coordinate with the Design Team during project development to understand nature of the design and the implications for impact analysis.

Geospatial Data

Assemble, store, manipulate and display data for resources as needed.

Air Quality (Optional, not included in fee)

The project is located in Douglas County, Colorado, which is currently designated as nonattainment for Ozone. Although maintenance status has lapsed for both Carbon Monoxide (CO) and Particulate Matter (PM10), transportation conformity must still be demonstrated for Ozone. For the air quality section of the Categorical Exclusion document, HDR will review and utilize information from the CDOT Air-Quality Project Level Analysis Guidance, updated CDOT NEPA manual (June 2023) and National Environmental Policy Act Guidance on Consideration of Greenhouse Gas Emissions and Climate Change (January 2023) and Colorado Revised Statute 43-1-128 to determine the necessary air quality assessment, modeling, or air quality monitoring as required and provide the results for integration into the NEPA document and Air Quality Technical Report (with modeling data assumptions). The analysis will include the qualitative discussion of: the criteria pollutants (Carbon Monoxide (CO), Lead, Nitrogen Dioxide (NO₂), Ozone (O₃), Particulate Matter less than 2.5 microns in diameter (PM_{2.5}), Particulate Matter less than 10 microns in diameter (PM₁₀), and Sulfur Dioxide (SO₂)), mobile source air toxics (MSATs), greenhouse gases (GHG), construction issues such as fugitive dust emissions, and mitigation measures to demonstrate air quality conformity. The build alternative will be analyzed for impacts through the appropriate design year. Mitigation commitments will be developed, as necessary. The Consultant must get approval from the CDOT Region air specialist for methodologies used to evaluate hazardous air pollutants. Utilize the current standard, accepted FHWA language for MSATs.

Deliverables

- Air Quality Technical Report Optional, not included in fee.

Wetlands

Delineation of Aquatic Resources

Consultant will support Douglas County compliance with the Clean Water Act (CWA) and Colorado House Bill 24-1379 regarding placement of fill within waters of the U.S. and state waters, respectively. Consultant will conduct a desktop delineation of potential waters of the U.S. and state waters, collectively referred to as aquatic resources, within the project area. The project area will consist of areas of potential ground disturbance. If any wetlands or Waters of the U.S. are identified through the desktop delineation, a field delineation of aquatic resources will be required (separate scope and fee). The project area will be determined by utilizing an approximate 100-foot buffer of components of the proposed project. Consultant will collect and review available information, including National Wetlands Inventory (NWI), National

Hydrology Dataset (NHD) data, historical aerial imagery, and Natural Resources Conservation Service (NRCS) soils data to identify site conditions with potential for aquatic resources.

Subtasks will include:

- Review waters of the U.S. mapping from National Wetland Inventory.
- Desktop delineation of the project area; and Summary Memo of Findings

Assumptions

- If needed, a field delineation and an Aquatic Resources Delineation Report would be included in a separate scope.
- If needed, a CWA Section 404 permit and/or HB 24-1379 authorization is not included in this scope.

Deliverables

- One (1) Summary Memo delivered electronically.

Threatened and Endangered (T&E) Species

HDR biologists will review the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) list to identify federally listed threatened and endangered species that may occur in the project area. Following the desktop review, HDR will provide a general habitat assessment to evaluate the potential for listed species or their habitats to occur within the project limits.

No species-specific protocol surveys are proposed as part of this scope. Based on the results of the desktop review and field assessment, HDR will prepare a memorandum documenting a “no effect” determination for federally listed species under the Endangered Species Act (ESA).

Deliverables

- Threatened and Endangered Species Technical Memo

Cultural Resources

- Request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP), to ascertain if historic or archeological resources have previously been identified.
- Class I tech memo including the file search results, desktop research, and recommendations for further work as needed.
- If CDOT recommends inventory of the permit area, inventory would be conducted under a separate scope and fee.

Deliverables

- Class I Technical Memo

Paleontology

Please see attached scope from Lithos Consultants

Hazardous Materials

Perform and document the Initial Site Assessment Form 881 activities:

- Obtain research data necessary for performing the ISA;
- Conduct regulatory research that includes the collection, mapping and evaluation of data.
- Analyze results of regulatory research and records review and identify potential impacts construction activities may have on existing hazardous waste sites. Assess potential liability issues and hazards to the public, construction workers, and the environment then develop potential mitigation options.
- Identify how the presence of hazardous materials and waste locations may impact the project. Document in CDOT Form 881.

HDR will order an EDR database query report and conduct the Initial Site Assessment with a site visit using ATSM Standards.

Deliverables

- Form 881 Initial Site Assessment

Environmental Deliverables

The following documents will be considered as official deliverables. Deliverables to Douglas County will be submitted by the dates agreed to within the project contract and related agreements.

- Wetlands and Waters of the U.S Summary Memo
- Threatened and Endangered Species Technical Memo
- Class I Historic Resources Technical Memo
- Class I Archaeological Resources Technical Memo
- Paleontological Clearance
- Form 881 Initial Site Assessment

Obtain Permits

This activity is concurrent with final design and must be performed prior to the advertisement for construction. Coordinate between the agencies, the Region Environmental Manager and CDOT and prepare and submit application and design information for the following permits:

- CDPS Storm Water Permit for Construction Activities – assumes Douglas County will obtain permit. Grading, Erosion, and Sediment Control plans will be prepared by HDR under the Hydraulics task below for this permit.

4.0 HYDROLOGY/HYDRAULIC ENGINEERING

Final PS&E Drainage Design

- Storm Water Management and Grading, Erosion, and Sediment Control (GESCC) Plans
 - Follow Douglas County criteria for Stormwater Management.

Deliverables

- Grading and Sediment Control (GESC) Plans (PS&E)
- GESC Quantity Tabulations (PS&E)
- Prepare Project Special Provisions as needed to supplement the CDOT standard specifications. (PS&E)

Assumptions

- Utilize the Douglas County Storm Drainage Design and Technical Criteria Manual

5.0 TRAFFIC ENGINEERING

For the purposes of this scope of work, prepare and deliver traffic signing, striping, traffic signal, and construction traffic control plans incorporating input from applicable agencies and outside entities including:

Conceptual level design (15% design effort) to include the following:

- The Consultant shall review previous traffic studies and available existing traffic data for the project area.
- Prepare a Traffic Memo documenting the existing traffic conditions and justification for the interim signal

Preliminary design (30% plans - FIR submittal) to include the following:

- The Consultant shall prepare 30% (FIR) Traffic Signal Design as an early action improvement project in advance of the auxiliary lane improvements.
- The Consultant shall develop 30% (FIR) signage and pavement marking plans in accordance with CDOT and Douglas County Standards and the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).
- The Consultant shall prepare 30% (FIR) construction phasing and traffic control device plans.
- Attend FIR Meeting with County staff and County's Contractor

Final PS&E Traffic Design:

- Address and incorporate comments from the 30% (FIR) submittal.
- Perform Final Traffic Signal Design Plan, Details, and Quantity Tabulations.
- Perform final signing and striping layout/design. Document the design with design notes, detail notes, and computer outputs.
- Prepare Final Signing and Striping Plans, Details, and Quantity Tabulations.
- Prepare Final Construction Traffic Control Plans and Quantity Tabulations
- Prepare Project Special Provisions as needed to supplement the CDOT standard specifications.

Traffic Design Assumptions

- Traffic elements shall be designed in accordance with

- Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD)
- Douglas County Roadway Design and Construction Standards (Where applicable)
- 2023 CDOT Roadway Design Guide
- CDOT M&S Standards
- Specifications will follow CDOT Standard Specifications for Road and Bridge Construction, 2023. Special provisions will be developed for items not covered by the Standard Specifications.
- For each Douglas County review, we are assuming one (1) round of consolidated comments.

Deliverables

- Traffic Signal Layout Roll Plot (15%)
- Traffic Signal Plans (30%, PS&E)
- Traffic Signal Warrant Study Memo
- Intersection Traffic Signing and Striping Plans (30%, PS&E)
- Quantity Tabulations (PS&E)
- Prepare Project Special Provisions as needed to supplement the CDOT standard specifications. (PS&E)

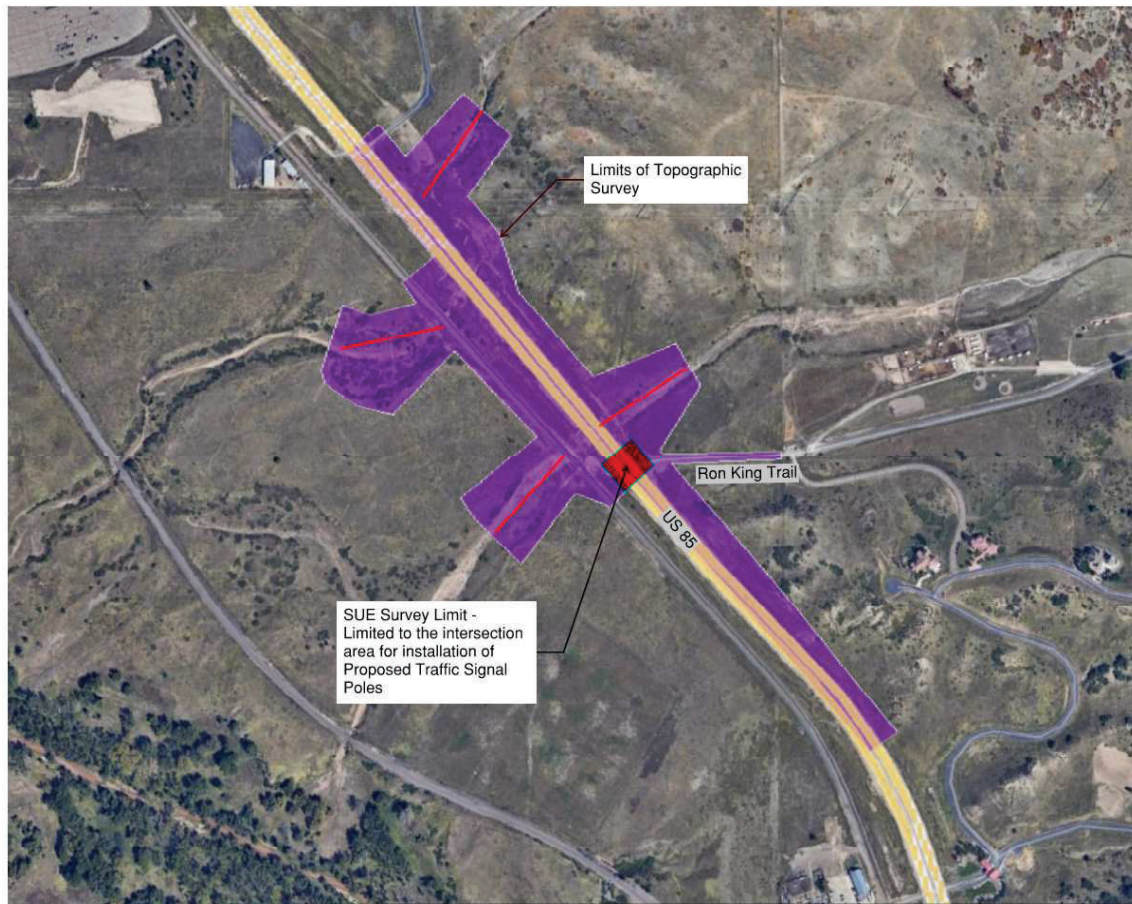
Exclusions

- Updated Traffic Counts for US 85 and Ron King Trail (**Estimated Subconsultant Fee for Traffic Counts to complete Traffic Signal Warrant Study has been included in fee**)
- Traffic Review/Study for US 85/ Ron King Trail Intersection

6.0 SUE & UTILITY COORDINATION

The Consultant will conduct a Quality Level B (QLB) Subsurface Utility Engineering (SUE) investigation in compliance with Colorado State Statutes revised by Senate Bill 18-167 and in accordance with current ASCE 38 guidelines within the intersection limits to clear utilities for the installation of Traffic Signal Drilled Shafts. Activities associated with this Task include:

SUE Investigation Area:



6.1 SUE Project Coordination.

- Interdisciplinary Coordination. The SUE team will coordinate and attend meetings with the client and the rest of the project team throughout the field utility investigation process.
- SUE Field Kickoff Meeting. A SUE kickoff meeting will be held with the project team to understand the concerns and expectations for the project. This may be conducted jointly with the overall Task Order kickoff meeting.
- ROW Access Permits. HDR will coordinate with survey subconsultant, will obtain permits required to access CDOT, RR, and County ROW as required for the SUE investigation.

- Traffic Control Coordination. Not required in this Task Order. SUE data will be collected from outside the shoulder edge.
- Private Right of Entry (ROE) / Permission to Enter (PTE) Coordination. Included in Topographic Survey Task. HDR will coordinate with survey subconsultant to obtain required ROE and/or PTE

6.2 SUE Research:

- 811 Ticket. HDR will submit a current 811 Engineering Ticket for the project area with the goal of identifying utility owners in and around the project area and obtaining cursory mapping provided by the process.
- Initial Utility Notification. HDR will contact utility providers identified by the 811 process to confirm engineering contacts. Proprietary mapping and as-builts specific to the project area will be requested and documented to be used as evidence during the SUE Investigation.
- GIS Field Map. HDR will use utility info that has been obtained to develop a QLD GIS field map to be used by field staff as evidence and aid efficiency during the SUE Investigation.

6.3 QLB SUE Locating / Surveying:

- Calibrate Equipment. During field activities, survey equipment will be calibrated against known benchmarks and survey control set by CDOT or its topographic survey subconsultant.
- Locate Utilities. Field staff will use a suite of geophysical methods to locate utilities indicated during the previous research process. The utility locates will meet Quality Level B (QLB), as required by Senate Bill 18-167 and defined by CI/ASCE 38, unless not attainable. Utilities not able to be located at QLB will be noted with an explanation on the SUE Investigation Plan deliverable. Equipment will mainly consist of RD8100 radiofrequency detection and Schonstedt metal detection with ground penetrating radar (GPR) and electromagnetic detection equipment available for use. It is estimated that the utility locating will take up to five (5) days to perform by a two-person team.
 - Note - Sanitary sewers and storm drains will be depicted at Quality Level C (QLC) based on inverts and measure-downs obtained by a Subconsultant. Sewers will generally not be traced as this level of investigation would not be anticipated to result in additional useful information.
 - Note - Undocumented and out-of-service utilities that may be indicated by above ground appurtenances will be investigated, but HDR cannot be held responsible for finding all undocumented or out-of-service utilities.
 - Note - The degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically non-conductive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. Electrically conductive soils, such as clay, moist silt or saline soils, typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site resistive site calibration of the GPR equipment. Subsequently, due to the unknown receptiveness of specific site soils to the

passage of radar energy, conclusive results cannot be guaranteed from ground penetrating radar.

- Survey Utilities. The field designations placed during utility locating will be surveyed and documented by HDR staff. The utility survey will satisfy the horizontal designation precision defined by the project. Utility surveying equipment is expected to consist of Trimble Catalyst rovers with a VRS corrected accuracy of 10 centimeters. It is estimated that the supplemental utility survey will take up to five (5) days to perform by a two-person team.
- Survey Documentation. The surveyed utility information, notes, and collected photos will be compiled, organized, and recorded into the project GIS file.
- Engineering Field Quality Control. A licensed Professional Engineer familiar with the SUE process will be on the project site to oversight, provide direction, and perform quality checks during field activities. It should be noted that the engineer may not always be on-site, and that field staff is trained and trusted to perform work in the manner required. Once the field investigation is finished, the engineer will conduct a QA/QC process using the owner-provided mapping and the located utilities to generate comprehensive available utility information for the client.

6.4 SUE Plan Production

- Existing Utility 2D CAD File. HDR will utilize the results of the QLB field survey to create a 2D CAD file in MicroStation ORD 10.12 format.
- SUE Investigation Plan. A Plan sheet for the intersection will be created which reference existing survey as well as the existing utility CAD file. These sheets will reflect the results of the field activities. HDR will have the quality level of each line represented with QLB, QLC, or QLD to reflect the results of the field activities and to facilitate coordination of the project during construction of approximately four (4) sheets consisting of two (2) general, one (1) SUE plan, and one (1) test hole summary sheets.
- Engineering Office Quality Control. The Professional Engineer who was present during field activities will perform a quality review of the Existing Utility Plan sheets by comparing them to QLD utility research and to utility survey documentation. A comment / response process will be initiated and completed to resolve discrepancies.

6.5 QLA Test hole Coordination

- The Consultant will contract with a qualified Subconsultant to clear proposed traffic signal drilled shaft locations for utilities, up to four (4) test holes as well as to obtain inverts and measure-downs on irrigation, storm and sanitary structures within the project limits. A specific scope of work for the Subconsultant's vacuum excavation activities is attached to this scope of work. Consultant activities associated with the coordination of this task include:
- Test hole Contractor Coordination. The Consultant will coordinate with the test hole Subconsultant to develop a work schedule and to communicate test hole needs as determined through coordination with Douglas County.
- Test hole Location Identification. HDR will coordinate with Douglas County to review the proposed design against the results of the QLB SUE Investigation with the goal of offering best practice recommendations and identifying up to four (4) test hole locations.

- Test hole Pre-Staking. HDR will pre-stake test holes using the same equipment and precision as the original SUE Investigation for use by the test hole Subconsultant, to aid in coordination with Colorado 811, and to confirm locations are feasible in the field. It is estimated that up to one (1) day of test hole pre-staking by a two-person team will be required to account for one mobilization.
- Test hole Oversight. HDR will be on-site to oversight test hole Subconsultant operations, perform quality control checks, and will be available to troubleshoot utility discrepancies that may occur. It is estimated that up to one (1) day of test hole oversight will be required.
- Test hole Data Compilation. HDR will compile the records provided by the test hole Subconsultant and incorporated into the SUE Investigation Plan deliverable as well as the 2D Existing Utility CAD files.

Permission to Enter (PTE) Coordination

The HDR SUE Team will coordinate with survey subconsultant as described under the Survey section above to obtain required ROE, PTE, and ROW Permits to facilitate the non-destructive SUE Investigation performed under this Task Order.

UTILITY COORDINATION

This task includes work required to perform utility coordination through the Preliminary and Final Engineering Submittals.

6.6 Utility Coordination Meetings

- General Coordination Meetings – HDR anticipates the need to facilitate two (2) virtual one-hour utility coordination meeting with up to four (4) utility providers. It is anticipated that these meetings will be attended by one HDR utility staff member.
- Field meetings – HDR anticipates the need to facilitate and attend one (1) one-hour utility coordination meeting with four (4) utility providers. It is anticipated that these meetings will be attended by one HDR utility staff member.

6.7 Utility Conflict Process

- Utility Conflict Identification – HDR staff will evaluate the collected SUE investigation information against the project conceptual design with the goal of identifying potential utility conflicts.
- Interdisciplinary Design Conflict Mitigation – The HDR utility team will work with the other design disciplines to identify feasible design strategies to mitigate potential utility conflicts prior to the Preliminary Engineering Submittal.

6.8 Utility Plan Production

- Utility Plans – Plan sheets will be created which show the proposed improvements against collected existing utility data. Utility conflicts will be identified, and relocation routes will be shown.
- Utility Specification - A utility specification will be developed and structured with the utilities of concern, the contractor requirements, and the anticipated utility responsibilities

6.9 Utility Notification

- Utility Impact Notification – Once the project design has progressed to a preliminary level and HDR has performed preliminary utility conflict identification, HDR will alert utilities of the upcoming project improvements and potential impacts to their facilities. The goal of this notification will be to continue to make utilities aware of the project and to begin discussion regarding potential impacts and feasible relocation or adjustment strategies.
- 30% Utility Meeting – HDR will facilitate a 30% utility meeting held with the goal of reviewing the Preliminary Engineering Submittal with local utility providers, reviewing potential impacts, and fostering communication across companies. HDR anticipates the need to facilitate and attend one (1) one-hour utility coordination meeting with four (4) utility providers. It is anticipated that these meetings will be attended by one HDR utility staff member.
- Final PS&E Utility Meeting – HDR will facilitate a utility meeting with the utility providers to review the Final Construction Documents and Utility Specification to confirm that the parties' concerns have been addressed for the adjusting, relocation, and/or protecting in place of the existing utilities within the project limits. This meeting will include representatives from the County and the County's Contractor with the goal of facilitating the hand off of the utility process into the Construction Phase of the Project. HDR anticipates the need to facilitate and attend one (1) one-hour utility coordination meeting with four (4) utility providers. It is anticipated that these meetings will be attended by one HDR utility staff member.

Deliverables

- 2D Existing Utility CAD File (30%, PS&E)
- SUE Investigation Plan (30%, PS&E)
- Utility Modification Plan (PS&E)
- Prepare Project Special Provisions as needed to supplement the CDOT standard specifications. (PS&E)
- Utility Quantity Tabulations and Costing (30%, PS&E)

Task Order Assumptions

The Consultant assumes the following:

- The topographic surveyor will provide project control and topographic survey in a timely manner to allow QLB field utility investigation to proceed.
- The topographic surveyor will obtain ROE, PTE, and ROW Permits as needed to perform the work.
- Anticipated relocations are limited to telephone and fiber optic utility providers. Detailed wet utility, gas design, and/or telecom system design & splicing are not included in this scope of work but can be added via contract amendment if needed.

GEOTECHNICAL – Not included in this Task Order

7.0 STRUCTURAL DESIGN - Not included in this Task Order

8.0 CONSTRUCTION PHASING

8.1 Construction Phasing Plan

A final construction phasing plan will be developed which integrates the construction of the project work elements into a practical and feasible sequence. This plan shall accommodate the existing traffic movements during construction, and a final traffic control plan will be developed which shall be compatible with the phasing plan.

Deliverables

- Construction Phasing Plan (30%, PS&E)
- Quantity Tabulations (PS&E)
- Prepare Project Special Provisions as needed to supplement the CDOT standard specifications. (PS&E)
- Prepare Opinion of Probable Costs (PS&E)

Lighting and Electrical Design – Not included in this Task Order

Right-of-Way Plans and Activities – Not included in this Task Order

30% Review (FIR)

- Prepare and submit plans, preliminary specifications, and estimate for the 30% Review
- Attend and participate in 30% Review meeting.
- The 30% Review meeting minutes shall be prepared and distributed within two weeks of the meeting.
- Design decisions concerning questions raised by the 30% Review will be resolved in cooperation with the Douglas County PM. HDR will document the decision and transmit the documentation to the Douglas County PM for approval.
- A list of deviations from standard design criteria along with the written justification for each one shall be submitted to Douglas County PM.
- The 30% Review comments, design decisions, and design deviations as noted above will be incorporated into the Final PS&E package.

CONSTRUCTION PLAN PACKAGE – FINAL PS&E

The bid plan construction contract package shall consist of the revised FIR plans and will completely describe the work required to build the project including project special provisions and detailed quantities.

- Final engineering package. The consultant shall submit, in pdf format, the following:
 - Project calculations or worksheets

- Final reports and their approvals:
Traffic, hydraulics, water quality, pavement design and geology foundation report, etc. reports will have the latest revisions included.
- Copies of variances, design decisions, and variance approvals
- Project meeting minutes
- Utility clearance package
Utility agreements and information regarding the utility location and clearance conditions
- Other information unique to this project and deemed important to the effectiveness of construction.

Record plan sets

- Three (3) record plan sets for final design of intersection improvements/traffic signal will be produced which shall bear the seal and signature of the responsible Consultant Engineer on each sheet. One (1) set shall be retained by the Consultant for three (3) years. Two sets shall be submitted to Douglas County. The original plan drawings shall not bear a seal.

POST DESIGN SUPPORT

Post Design Services are not included in this Task but may be added under separate contract or amendment to this contract.

FEE ESTIMATE

HDR Labor																															
	Project Role	PM	QA/QC Roadway	Roadway	EIT Roadway/SUE	Traffic		SUE EIT/GIS	SUE Sr. Geophysicist	Hydraulics Lead	Hydraulics Design	Senior Historian	Historian	Biologist	Environmental Task Lead	HazMat QC	HazMat Specialist	Aquatic Resources QC	Biologist	Biologist	Archeologist	Archeologist	Historian	Technical Editor	GIS (Environmental)	Controller	Administrative	CO QRC	CO QRC	Subtotal Hours by Task	Subtotal Fee by Task
	Staff Name	Grant, M	Vistad, J	Feers, J	Cardoso-Najera, E	Seyer, J	Baker, G	Binder, A	Adams, G	Staten, E	Barrasa, M	Blackwell, W	Ferguson, J	Brownlee, S	Wallach, W	Garufi, K	Malone, K	Hammons, J	Whalen, J	Bailey, E	Damrongtang, T	Mueller, A	Gilmore, K	Jones, L	Donaldson, R	Tripp, G	Cresswell, J	Gray, M	Berry, A		
	Billing Category	Project Manager I	Project Engineer III	Project Engineer III	EIT I	Sr. Project Professional II	Project Professional III	CAD/GIS Technician I	Sr. Project Professional II	Sr. Project Professional III	Designer II	Sr. Project Professional III	Environmental Specialist III	Sr. Project Professional II	Sr. Project Manager II	Sr. Project Manager III	Environmental Specialist I	Environmental Specialist III	Environmental Specialist I	Environmental Specialist II	Intern	Environmental Specialist II	Environmental Specialist III	Technical Writer	CAD/GIS Technician III	Project Controller I	Administrative II	Administrative II	Project Controller III		
2025 Direct Rates		79.05	67.6	64.05	37.26	73.05	66.24	30.69	68.98	93.41	47.5	87.2	54.92	82.11	91.23	99.8	39.3	66.61	38.07	44.35	27.69	46.87	62.25	56.18	45.21	33.44	45.29	32.27	48.78		
	Billing Rate	\$236.00	\$212.00	\$212.00	\$120.00	\$239.00	\$197.00	\$100.00	\$239.00	\$276.00	\$153.00	\$276.00	\$180.00	\$239.00	\$283.00	\$301.00	\$114.00	\$180.00	\$114.00	\$145.00	\$82.00	\$145.00	\$180.00	\$175.00	\$151.00	\$114.00	\$102.00	\$144.00			
1	Project Management	52	12	0	0	8	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	10	4	4	138.00	\$25,200.00	
1.1	Task Order Management (~2 HR / Month)	8																											8.00	\$1,888.00	
1.2	Project Controls (~3 HR / Month)	12																							36				48.00	\$6,936.00	
1.3	Project Initiation and Closeout	2																								2			4.00	\$676.00	
1.4	Contracting and Sub Agreements	2																											6.00	\$880.00	
1.5	County Coordination Team Meetings (~* 1 HR / MONTH)	6					6																			4			12.00	\$2,598.00	
1.6	Internal Consultant Team Meetings (~ 2 HR / MONTH)	6					6																						12.00	\$2,598.00	
1.7	Schedule	4																											4.00	\$944.00	
1.8	Quality Assurance - Administrative	4																									4	4	4	16.00	\$2,336.00
1.9	QA/QC SUE & Utility Plans	2	4																										6.00	\$1,320.00	
2	QA/QC Roadway Plans	2	8																										10.00	\$2,168.00	
2.1	QA/QC Traffic Plans	2				8																							10.00	\$2,384.00	
2.2	QA/QC Hydraulics	2																											2.00	\$472.00	
2	Roadway Design	58	0	80	64	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	202.00	\$38,328.00	
2.1	Conceptual Level Design (15%)																														
2.11	Review As-Built Drawings	2		4																									6.00	\$1,320.00	
2.12	Develop Accel/Decel Intersection Layout	0		6																									6.00	\$1,272.00	
2.13	Review and analyze SB left turn lane																												0.00	\$0.00	
2.14	Roll Plot submittal			4	8																								12.00	\$1,808.00	
2.15	Prepare 15% Level Opinion of Probable Cost	4		4																									8.00	\$1,792.00	
2.16	Over the shoulder Review with Contractor and County																												0.00	\$0.00	
2.17	15% Level Design Review with County	4																											4.00	\$944.00	
2.2	Preliminary Design (30%)																														
2.21	Horiz and vert alignments for selected option			2																									2.00	\$424.00	
2.22	Prepare 30% (FIR) Plan Package & Estimate	8		24	24																								56.00	\$9,856.00	
2.23	Prepare 30% Specifications	8																											8.00	\$1,888.00	
2.24	Prepare 30% Preliminary Opinion of Probable Cost	4		4																									8.00	\$1,792.00	
2.25	Over the shoulder Review with Contractor and County																												0.00	\$0.00	
2.26	FIR Meeting	4																											4.00	\$944.00	
2.3	Final PS&E																														
2.31	Address and incorporate 30% (FIR) Comments	2		8	8																								18.00	\$3,128.00	
2.32	Prepare PS&E Roadway Package & Estimate	4		20	24																								48.00	\$8,064.00	
2.33	Prepare Final Opinion of Probable Cost	2		4																									6.00	\$1,320.00	
2.34	Prepare PS&E Roadway Specifications	16																											16.00	\$3,776.00	
3	Environmental Clearance	2	0	0	0	0	0	0	0	0	0	2	12	4	20	2	26	4	8	8	24	8	2	10	14	0	0	0	0	146.00	\$23,510.00
3.1	Field Delineation of Aquatic Resources														2			2	8	0									14.00	\$2,140.00	
3.2	State of Colorado Dredge and Fill Permit																														

Exhibit C
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Risks or Circumstances

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

Megan Datwyler, Risk Manager

Date