

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 20____, 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 related to the **Hilltop Road Improvement Project, Douglas County Project Number CI 2020-029**; 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: Ben Pierce, 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 and Sixty-Five Thousand Dollars and No Cents (\$265,000.00)** for fiscal year **2024**. 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 **September 11, 2024**, and terminate at 12:00 a.m. on **December 31, 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: Ben Pierce, P.E., Capital Improvement Projects Supervisor
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
Phone: (303) 660-7490
E-mail: bpierce@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: Philip Hull
Area Construction Services Director of Operations
HDR Engineering, Inc.
1670 Broadway, Suite 3400
Denver, CO 80202
Phone: (720) 775-8648
E-mail: Philip.Hull@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: R. Bradley Martin

Printed Name R. Bradley Martin

Title: Senior Vice President

DATE: 2024-08-26

ATTEST: (if a corporation)

Elizabeth C. Bnell

Title: Elizabeth C. Bnell, Assistant Secretary

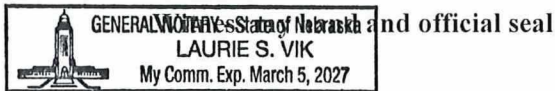
Signature of Notary Public Required:

STATE OF Nebraska)

COUNTY OF Douglas)

ss.

The foregoing instrument was acknowledged before me this 28 day of August, 2024, by Elizabeth C. Bnell.



Laurie S. Vik
Notary Public

My commission expires: 3-5-2027

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

SCOPE OF SERVICES – Construction Inspection and Design Support Services during construction

Project: Hilltop Utilities Relocation Project

The Douglas County Contract Administrator, and the Douglas County Project Manager for this Task Order will be:

Ben Pierce, P.E., Capital Improvements Project Manager
Douglas County Dept. of Public Works Engineering
Office: (303) 660-7490
Mobile (720) 672-6245
Email: bpierce@douglas.co.us

The Consultant's Project Manager for this Task Order will be:

Philip Hull, Project Manager
HDR Engineering Inc.
Mobile: (720) 775-8648
Email: Philip.Hull@hdrinc.com

ACTIVITY CM-01: CONSTRUCTION INSPECTION.

- APPROACH
- HDR proposes to utilize Mr. Bob Eklund as the Construction Inspector (CI-II) for this project. He has over 25 years of experience and is available for use for the proposed project duration. HDR would also like to propose Mr. Philip Hull as the Project Manager and Ms. Kathryn Daley as the Project Accountant to track progress on this delivery order.
- The scope of work for this project specifically references the following itemized plan list and is limited in scope to this plan set.

WORK DURATION

- The time period for the work described in this scope is as follows:
- Start date: Anticipated site work between September 15, 2024 thru March 30, 2025.
- We will assume 20 hour work weeks for the requested part time project site documentation. Utility crews will be performing their own QA/QC and Materials testing. This inspection position is intended to document work of various utility entities in the proposed corridor. As Mr. Eklund is a local resident and lives within commuting distance of the work being performed, we will not request per diem for this delivery order.



The Consultant will coordinate with the County to see to it that utility submittals are reviewed by competent entities for compliance with Douglas County plans and specifications specific to this project. The inspector will report utility work crew progress, and document observed uncorrected deficiencies to the Douglas County Project Manager/Project Engineer in a timely manner.

Pre-Construction:

- Attending the pre-construction conference;
- Coordinating with utility companies for utility clearances;
- Arrange for Survey Subcontractor to stake ROW and running lines for Utilities.

Construction:

- Monitoring utility's performance for compliance with applicable codes/standards, specifications and contract drawings;
- Monitoring construction schedules throughout the course of construction;
- General Documentation including;
 - Maintaining an Inspector Daily Report (IDR) system that records the hours worked. The narrative portion of the report shall include a description of the utilities' operation and location of work and other pertinent information;
- Maintaining photographic/video records;
- Verify the utility has a project specific safety plan for the safety of the workers;
- Collaborate with Douglas County PM regarding resolution of change orders and field orders and obtaining required County approval;
- Review utilities' Request for Information (RFI) upon receipt. Verify clarity and either return to utility for clarification, or collaborate with Douglas County and/or the design professional as appropriate in developing a response;
- Review and recommend approval of MHT's with County's input;
- Provide Subcontractor Survey on call services for critical points. Called out by County Inspection personnel w 48 hours notice.
- Reviewing utilities detours, or lane closures;
- Develop the punch list, working in conjunction with Douglas County and the utilities, including resolution verification and date, and provide to the utilities.
- Track punch list items from final inspection and recommend approval once completed;
- Completing project documentation including, but not limited to, final detail and alignment.
- Review utility as-built plans. Once acceptable, provide the utility created as-built plans to Douglas County

Key Understandings:

- Consultant's inspection, observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Consultant shall not



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control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project. The County agrees to contractually require its construction contractor(s) to include Consultant as an additional insured on the construction contractor(s)' general liability insurance in the same way as the County is required to be listed as an additional insured.



ACTIVITY ENG-01: DESIGN SUPPORT DURING CONSTRUCTION

APPROACH

Jamey Smith, the design Project Manager for the project, will be the primary point of contact for design support during construction. He will engage with Douglas County and HDR's CI-II and/or Project Manager. He will not formally communicate directly with the contractor. HDR's CI-II will report to Philip Hull, the Project Manager for Field Services.

The scope of work is for Construction Design Support for the design support staff from HDR to review utility submittals, respond/forward requests for information (RFI's) during construction, and provide minor plan revisions. This scope assumes 5 RFI's per discipline (utilities, traffic).

Plan revisions include minor changes to plans due to unknown or changed conditions, but do not include revisions required for major changes of design concepts.

Support for the design services during construction will be provided remotely via email or virtual correspondence with 6 site visits for 2 HDR design staff over the duration of the project, one of which will include the punch list inspection, as coordinated through HDR's CI-II.

This scope also includes 6 site visits for the design Project Manager.

The Construction Design Support Team understands that the Contractor is responsible for jobsite safety, construction means, methods, sequencing, and techniques for performing, coordination and supervising the work.

Utility Coordination:

This scope of work includes 1 HDR personnel on site for field coordination meetings between Douglas County, Meridian Metro District, HDR, and the local utilities.

This Scope includes the attendance of the weekly utility coordination meetings held during construction. It is assumed that 1 HDR personnel would attend these meetings virtually. The Douglas County Project Manager will communicate with the HDR Project Manager one week prior to the meeting that the HDR utility personnel is requested to attend. This scope does not include HDR personnel attendance at all weekly utility coordination meetings during construction.

Definitions:

Douglas County Project Manager – The Douglas County PM responsible for the administration of the work activities included in this task order who also authorizes interim and final payments and all changes to contracts for Consultants and Contractors.

Consultant – HDR Engineering Inc.



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Consultant Project Manager – The individual at the consulting firm responsible for managing compliance with the terms and conditions of this task order. This individual is also responsible for the preparation, review, and submittal of invoices, and managing overall consultant task costs.

Authorization to Proceed

Work shall not commence until written Notice to Proceed is received from Douglas County by the Consultant

Routine Billing & Reporting

The Consultant shall provide the following on a regular basis:

- 1.) Monthly billing formats, suitable to the Douglas County PM, for contract activities performed by the Consultant.
- 2.) Monthly billings should include the Contract status.
- 3.) Periodic reports and billings required by Douglas County
- 4.) Supporting documentation for direct costs.

Status of Contract

The Consultant shall monitor the fiscal status of the Contract and advise the Douglas County PM of potential for supplementing their Contract or negotiating an additional task order.

Work Description

Project Management – Through the Douglas County Project Manager and the CI-II, the Consultant will coordinate work, help identify issues and concerns associated with the project, and assist with management of the project activities on an “as-needed” basis.

Design Support Services - Provide design support on an “as-needed” basis to Douglas County for proper administration of project Contract.

- a. Review Utility submittals:
 - Review Utility(s) submittals, design drawings, shop drawings, materials and test procedures for compliance with conformed bid documents (design drawings and specifications) as required.
- b. Design assistance for project field personnel:
 - Provide responses to Requests for Information (RFI’s) and field clarifications submitted by Contractor.
 - Provide new or revised design drawings or specifications as necessary and assist Douglas Co in preparation of documentation for contract amendments.
 - Provide cost estimates for proposed changes as requested.
- c. Site Visits:



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- It is anticipated six total site visits will be required during the duration of the project with two HDR staff. This assumes two visits during the project and one visit to perform the final punch list inspection.
- This also includes 20 as-needed site visits for the design Project Manager/Project Engineer at 1 site visit per week.

Deliverables - Deliverables generated during the project will include the following and will be submitted throughout the duration of the project.

- a. Project correspondence generated and received during the project.
- b. Design plans and cost estimates for changes, if required.

Quality Assurance/Quality Control Checks – HDR will provide QA and QC checks on revised design drawings generated during the duration of this Task Order. HDR will provide additional checks or reviews on work performed by others as requested by Douglas County.

Initial Project Meeting

The Consultant Design Project Manager, Construction Project Manager, CI-II, and Douglas County Project Manager, shall meet to coordinate and schedule the required work. A telephone conference call is an acceptable meeting.

Documentation

The Consultant shall provide correspondence and applicable forms to the CI-II for his/her authorized representative for review.

Key Understandings:

- Consultant's inspection, observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project. The County agrees to contractually require its construction contractor(s) to include Consultant as an additional insured on the construction contractor(s)' general liability insurance in the same way as the County is required to be listed as an additional insured.



EXHIBIT B

Estimate of Cost

Consultant Services to Assist Douglas County with part time Hilltop Utility Relocation Project

Notes

Douglas County/ Hilltop Utility Relocation Inspection							Fee Estimate		
FEE ESTIMATE									
HDR Labor									
Project Role	Sr. Project Manager	Construction Inspector I	Project Manager I	Project Manager I	Project Controller II	Administrative I	Subtotal Hours by Task	Subtotal Fee by Task	
Staff Name	Hull	Eklund	Grant	Smith	Daley	Porrie			
Billing Category	Sr. Project Manager I	Construction Inspector I	Project Manager I	Project Manager I	Project Controller II	Administrative I			
Billing Rate	\$250.00	\$120.00	\$224.00	\$224.00	\$125.00	\$60.00			
1	Pre Construction	10	40	20	20	20	5	115.00	\$19,320.00
1.1		10	40	20	20	20	5	115.00	\$19,320.00
1.2								0.00	\$0.00
2	Construction	40	720	120	40	35	40	995.00	\$140,455.00
2.1		40	720	120	40	35	40	995.00	\$140,455.00
2.2								0.00	\$0.00
3	Post Construction	10	40	20	20	15	5	110.00	\$18,695.00
3.1		10	40	20	20	15	5	110.00	\$18,695.00
Total HDR Labor Hours		60.00	800.00	160.00	80.00	70.00	50.00	1220.00	
Total HDR Labor Fee		\$15,480.00	\$36,000.00	\$36,160.00	\$18,080.00	\$8,750.00	\$4,000.00		\$178,470.00
Direct Expenses								\$21,630.00	
Mileage								\$13,400.00	
Travel								\$0.00	
Printing/Reproduction/Misc								\$8,230.00	
Other								\$0.00	
Other								\$0.00	
Other								\$0.00	
Other								\$0.00	
Subconsultants								\$64,900.00	
Manhard Consulting Survey								\$64,900.00	
TOTAL PROJECT FEE								\$265,000.00	

- Unit rates were prepared using HDR's Standard Rate of Pay format.
- Estimated costs are based upon a scheduled construction start September 15, 2024 duration into March of 2025 for conclusion of construction.
- The contractor schedule assumes M-F typical daytime working hours.
- Requested hours show a ½ time or 20 hour per week level of inspection representation.
- No testing hours are included
- Survey Hours include staking ROW and Running Lines for Utilities, and on call select critical point locations called for by Douglas County inspection personnel.

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