

## **PUBLIC CONTRACT FOR SERVICES**

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

### **RECITALS**

**WHEREAS**, the County is undertaking certain activities for Waterton – Moore Infrastructure Project, CI 2025 – 019; and

**WHEREAS**, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

**WHEREAS**, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

**1. LINE OF AUTHORITY:** Sean P. Owens, PE, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

**2. SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit 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 Twenty – Five Thousand Dollars (\$325,000.00) 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 May 14, 2025 and terminate at 12:00 a.m. on December 31, 2027. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

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

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

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

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

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

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

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

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

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

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

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

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

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

by the Consultant to:	Sean P Owens, PE Douglas County Department of Public Works 100 Third Street, Suite 220 Castle Rock, CO 80104 (303) 660-7490
with a copy to:	E-mail: <a href="mailto:sowens@douglas.co.us">sowens@douglas.co.us</a>  Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 (303) 660-7414 E-mail: <a href="mailto:attorney@douglas.co.us">attorney@douglas.co.us</a>
and by the County to:	Felsburg, Holt & Ullevig, Inc. 6400 S. Fiddlers Green Cr, Suite 1500 Greenwood Village, CO 80111 Attn: Stephanie Anzia, PE Phone: (303)721-1440 E-mail: <a href="mailto:stephanie.anzia@fhueng.com">stephanie.anzia@fhueng.com</a>

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:

- |                 |                                      |
|-----------------|--------------------------------------|
| 1 <sup>st</sup> | This Contract, Sections 1 through 28 |
| 2 <sup>nd</sup> | Request for Proposal (if applicable) |
| 3 <sup>rd</sup> | Exhibit C- Insurance Requirements    |

- 4<sup>th</sup> Exhibit A- Scope of Services
- 5<sup>th</sup> Exhibit B- Method of Payment
- 6<sup>th</sup> 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.

FELSBURG, HOLT & ULLEVIG

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 \_\_\_\_\_, 2025, 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**

## **Scope of Services**

### **Waterton-Moore Infrastructure Project**

#### **Douglas County Project Number CI 2025-019**

**April 18, 2025**

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Douglas County Department of Public Works – Engineering (County) is evaluating improvements along Moore Road and along Waterton Road southeast of Moore Road, to handle possible growth in this area, to include a major regional park. Evaluation along Waterton Road from Moore Road to the first drainageway bridge (~1.3 miles) will include roadway laneage, projected traffic volumes and circulation, traffic signal considerations, drainage features, and comparison to existing utility information. From this first drainageway bridge along Waterton Road, to the existing widened roadway section on Airport Road (~1.7 miles), evaluation will include existing bridge widening or parallel bridge options and possible trail connections.

This Scope of Services includes concept design layout and preliminary design of roadway and drainage features, to confirm roadway typical section width needed, roadway right-of-way width needed and drainage needs along Moore Road and Waterton Road from Moore Road southeast to the first drainageway bridge. Evaluation will also include assessment of the existing bridges between Moore Road and Airport Road, to determine widening or parallel bridge options to accommodation the anticipated roadway typical section.

FHU will coordinate all work with representatives from Douglas County.

#### ***Task 1 – Survey Review / Confirmation***

This task will include the following activities:

- 1.1 Receive existing survey cad files along Moore Road and Waterton Road from County and/or Sterling Ranch consultant team and confirm survey control
- 1.2 Verify topographic survey to include contours and surface features for the as-built condition
- 1.3 Supplement existing topographic survey, where needed, with drone flight coverage

#### ***Task 2 – Concept/30% Design Roll Plot Preparation***

This task will include the following activities:

- 2.1 Utilize previous Waterton (S Connector) as-built information, existing survey information and supplemented drone flight information to develop base file
- 2.2 Evaluate existing, available information from Sterling Ranch including property boundaries, utilities, drainage and access points, as applicable to the Waterton roadway widening design
- 2.3 Evaluate traffic data, obtain counts, review traffic projections from studies in the area
- 2.4 Evaluate existing drainage features and utilities relative to adjacent development, and widening anticipated along Moore Road and Waterton Road
- 2.5 Evaluate existing bridges (5) along Waterton Road and develop options for widening/parallel structures to accommodate future extension of the widened Waterton roadway to the southeast
- 2.6 Evaluate existing roadway, right-of-way, concept additional roads, circulation to accommodate local and anticipated regional traffic
- 2.7 Develop concept Waterton widening alignment, lanes, turn lanes, medians and possible infrastructure needs
- 2.8 Evaluate County criteria for roadway classification, typical section and other amenity areas along the Waterton Road corridor
- 2.9 Review and compile County trail system in the area, and possible trail links/connections and compile memo
- 2.10 Compile bridge widening/parallel bridge options technical memo & exhibits
- 2.11 Compile traffic needs technical memo & exhibits
- 2.12 Compile drainage evaluation, preliminary calculations, 30% design layout
- 2.13 Compile 30% design drainage technical memo



## **Exhibit A**

Scope of Services  
Waterton-Moore Infrastructure Project  
Douglas County Project Number CI 2025-019  
April 18, 2025

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- 2.14 Generate 30% design roll plot (roadway, drainage, utilities) with concept bridges
- 2.15 Provide roll plot revisions following County/Stakeholder review, as directed by the County
- 2.16 Compile final 30% roll plot for County use

### ***Task 3 – Concept Level Estimate***

This task will include the following activities:

- 3.1 Compile high level concept estimate with quantities for larger items and percentage estimates for other disciplines, as appropriate
- 3.2 Following County review, update concept level estimate

### ***Task 4 – Meetings***

This task will include the following activities:

- 4.1 Attend County Meetings and Field Meetings as needed to develop concept to 30% design layout
- 4.2 Attend Stakeholder Meetings as requested by the County

### ***Task 5 - Project Coordination***

This task will include the following activities:

- 5.1 Coordinate with County staff on an ongoing basis to progress concept layout

### ***Task 6 – Project Management***

- 6.1 Compile monthly progress reports and invoices for submittal to the County

### ***Task 7 – Additional Services***

- 7.1 Assist Douglas County with additional services, as directed by the County

### ***Subconsultants:***

- FHU will engage IDAX to obtain traffic counts for the project.
- No other subconsultants are included in this scope of work.

***Schedule:*** FHU anticipates a 6 month timeline (May to October 2025) to complete these tasks.

***Deliverables:*** FHU anticipates the following deliverables as part of this project assignment:


- Interim and Final 30% Design Roll Plots
- Drainage Design Technical Memo
- Traffic Evaluation Technical Memo
- Bridge Options Memo
- Trail Connection Options Memo

***Work Tasks Not Included in this Scope of Services:*** No other work tasks are included in this Scope of Services other than those listed above.

EXHIBIT B  
Douglas County-Waterton-Moore Infrastructure Project  
Douglas County Project Number CI 2025-019

Fee Schedule

April 18, 2025

TASK / DELIVERABLE	Tom Anzia, PE Principal Principal-in-Charge	Stephanie Anzia, PE Associate Project Manager	Scott Dankenbring Lead Designer Lead Roadway Design	Chad Twiss, CFM Senior Engineer Lead Drainage Engineer	Larry Lang, PE Senior Engineer Lead Traffic Engineer	Shawn Twiss Designer V Drainage Design	Bill Marcato, PE Senior Engineer Lead Structures Engineer	Jozef Dankenbring Engineer I Design Support	Administrative	Professional Service Hours	Professional Service Fee	FHU's Other Direct Costs	Subconsultants and Direct Costs	Professional Service Fee and Other Direct Costs	Subconsultants / Descriptions
	\$295	\$290	\$225	\$235	\$235	\$185	\$235	\$120	\$105						
Task 1: Survey Review / Confirmation															
1.1 Confirm Survey Control			2	2						4	\$ 920			\$ 920	
1.2 Verify topographic survey to include contours and surface features			4	4						8	\$ 1,840			\$ 1,840	
1.3 Supplement previous topographic survey, where needed				4		4				8	\$ 1,680	\$ 250		\$ 1,930	Drone Flight (FHU) - Additional Field Data
Task 2: Concept/30% Design Roll Plot Preparation															
2.1 Utilize previous Waterton (S Connector) as-built information		4	8	4	4		4			24	\$ 5,780			\$ 5,780	
2.2 Evaluate existing, available information from Sterling Ranch/Zebulon		4	8	8	4					24	\$ 5,780			\$ 5,780	
2.3 Evaluate traffic data, obtain counts, review traffic projections					16					16	\$ 3,760		\$ 1,500	\$ 5,260	IDAX Traffic Counts
2.4 Evaluate existing drainage features and utilities			4	16		8				28	\$ 6,140			\$ 6,140	
2.5 Evaluate existing bridges (5) and develop options for widening/parallel structures		4	4				24			32	\$ 7,700	\$ 100		\$ 7,800	Field Review/Working Prints
2.6 Evaluate existing roadway, right-of-way, concept additional roads, circulation			12		16			2		30	\$ 6,700			\$ 6,700	
2.7 Develop concept Waterton Widening alignment, lanes, turn lanes, medians		2	20		16			12		50	\$ 10,280	\$ 80		\$ 10,360	Working Plot
2.8 Evaluate County criteria for roadway classification, typical section		2	4		4					10	\$ 2,420			\$ 2,420	
2.9 Review and compile County trail system, possible links memo	12									12	\$ 3,540	\$ 80		\$ 3,620	Working Plot
2.10 Compile bridge widening/parallel bridge options technical memo & exhibits		2	4	4			32			42	\$ 9,940			\$ 9,940	
2.11 Compile traffic needs technical memo & exhibits					40			16		56	\$ 11,320	\$ 80		\$ 11,400	Working Prints
2.12 Compile drainage evaluation, preliminary calculations, 30% design		2		16		40		16		74	\$ 13,660			\$ 13,660	
2.13 Compile 30% design drainage technical memo				24		40				64	\$ 13,040			\$ 13,040	
2.14 Generate 30% design roll plot (roadway, drainage, utilities) with concept bridges		4	24	16	16	12		60		132	\$ 23,500	\$ 80		\$ 23,580	Roll Plot Prints
2.15 Roll plot revisions following County/Stakeholder Review		4	34	16	16	16		32		118	\$ 23,130			\$ 23,130	
2.16 Compile final 30% roll plot for County use		4	8	6	4	4		4		30	\$ 6,530	\$ 80		\$ 6,610	Final Roll Plot Prints
Task 3: Concept Level Estimate															
3.1 Compile high level concept estimate		4	4	4	4		4			20	\$ 4,880			\$ 4,880	
3.2 Following County review, update concept level estimate		4								4	\$ 1,160			\$ 1,160	
Task 4: Meetings															
4.1 County Meetings / Field Meetings		20	20	20	20		10	10		100	\$ 23,250	\$ 60		\$ 23,310	Mileage/Meeting Prints, Plots
4.2 Stakeholder Meetings (Sterling Ranch, Zebulon Park)		20	20	20	20		10	8		98	\$ 23,010	\$ 60		\$ 23,070	Mileage/Meeting Prints, Plots
Task 5: Project Coordination															
5.1 Coordination with the County, as needed	12	8	100	100	60		16			296	\$ 69,720			\$ 69,720	
Task 6: Project Management															
6.1 Monthly Progress Reports, Invoices		8							6	14	\$ 2,950			\$ 2,950	
Task 7: Additional Services															
7.1 Additional Services as directed by Douglas County											\$ 40,000			\$ 40,000	As Directed by Douglas County
TOTALS	24	96	280	264	240	124	100	160	6	1,294	\$ 322,630	\$ 870	\$ 1,500	\$ 325,000	

Total Not-To-Exceed Fee: \$ 325,000



*Thomas W. Anzia*

Thomas W. Anzia, PE  
Principal

Fees calculated using FHU's 2024 Hourly Rates  
Actual time and materials for services to be billed monthly.

## 2024 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

### Staff Rates

Principal III .....	\$340
Principal II .....	\$310
Principal I .....	\$295
Associate II .....	\$315
Associate I .....	\$290
Advanced Mobility Director.....	\$315
Sr Adv. Mobility Engineer/Strategist.....	\$250
Adv. Mobility Lead Engineer/Strategist V.....	\$210
Adv. Mobility Engineer/Strategist IV.....	\$185
Adv. Mobility Engineer III.....	\$165
Adv. Mobility Analyst III.....	\$150
Adv. Mobility Engineer II.....	\$135
Adv. Mobility Analyst II.....	\$135
Adv. Mobility Engineer I.....	\$120
Adv. Mobility Analyst I.....	\$120
Transit and Operations Director.....	\$290
Sr. Engineer/ Env. Scientist/Trans. Planner ..	\$235
Engineer/Env. Scientist/Trans. Planner V.....	\$205
Engineer IV/ Env. Scientist/Trans. Planner ...	\$180
Engineer III/ Env. Scientist/Trans. Planner ....	\$155
Engineer II/ Env. Scientist/Trans. Planner.....	\$135
Engineer I/ Env. Scientist/Trans. Planner .....	\$120
GIS Manager.....	\$185
GIS Specialist IV.....	\$170
GIS Specialist III.....	\$145
GIS Specialist II .....	\$130
GIS Specialist I .....	\$120
Lead ITS Specialist .....	\$210
CADD Manager/Lead Designer .....	\$225
Sr. Designer/Project Technician.....	\$200
Designer V/Project Technician V .....	\$185
Designer IV/Project Technician IV.....	\$170
Designer III/Project Technician III.....	\$135
Designer II/Project Technician II.....	\$115
Designer I/Project Technician I .....	\$105
Sr. Construction Technician .....	\$210
Construction Technician V.....	\$180
Construction Technician IV .....	\$150
Construction Technician III.....	\$130
Construction Technician II.....	\$120
Construction Technician I.....	\$100
Community Engagement Manager .....	\$160
Community Engagement Specialist.....	\$110

Graphic Design Manager.....	\$175
Graphic Design Specialist V.....	\$170
Graphic Design Specialist IV.....	\$160
Graphic Design Specialist III.....	\$140
Graphic Design Specialist II.....	\$125
Graphic Design Specialist I .....	\$105
Intern II.....	\$90
Intern I.....	\$75
Marketing Manager .....	\$175
Marketing Specialist.....	\$130
Sr. Administrative Assistant .....	\$160
Administrative/Accountant.....	\$105

### Other Direct Costs

#### Plots

Bond.....	\$0.31/sq ft
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#### Prints

Black and White.....	\$0.12/print
Color .....	\$0.19/print

#### Presentation Boards

Bond Foam Core Mounted .....	\$1.51/sq ft
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#### Travel

Mileage.....	\$0.655/Mile (or current allowable Federal rate)
Truck (Construction) .....	\$50.00/day
Parking.....	Actual Costs
Lodging/Airfare.....	Actual Costs

#### Other Miscellaneous Costs

Courier/Postage .....	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors.....	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.

**Exhibit C**  
**INSURANCE REQUIREMENTS**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

**OTHER INSURANCE PROVISIONS:**

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

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

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

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

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

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

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

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

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

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Megan Datwyler, Risk Manager

Date