

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **RS&H, Inc.**, a Florida corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for the **Colorado Blvd Bike-Ped Bridge over C-470 Project, Douglas County Project Number CI 2024-021**; 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 Nine Hundred Eighty Thousand Nine Hundred Twenty-Five Dollars and Fifty Cents (\$980,925.50) for fiscal year 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on June 24, 2026, 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.

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.

RS&H, 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:

GEORGE TEAL, 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

EXHIBIT A

Project Background and Tasks Associated with The Draft Scope of Services for the Colorado Blvd Bike-Ped Bridge Over C-470 Project

Douglas County has requested that RS&H provide design services for the Colorado Blvd Bike-Ped Bridge over C-470 project. This document outlines the proposed Scope of Services to perform design services for Douglas County's Colorado Blvd Bike-Ped Bridge Over C-470 project. Douglas County is responsible for managing the final design and construction of this Project.

The objective of this project is to design and construct a separate bike-ped bridge over C-470. The proposed project will improve safety by allowing bikes and pedestrians the opportunity to cross C-470 away from vehicular traffic and reduce the possibility for conflict and crashes between bikes/peds and cars. The existing sidewalk on the roadway bridge is narrow and is only located on one side. The bike-ped bridge will also provide better access to the C-470 Regional Trail and David A. Lorenz Regional Park.

The anticipated project limits are along Colorado Boulevard between Siskin Avenue and Canyon Ranch Road. The multi-use trail and bridge over C-470 will complete a missing link on the east side of Colorado Blvd. north of Siskin Ave.

The County is seeking assistance in finding the most cost-effective design solution for this project that will have minimal impact to the traveling public during all phases of construction. The County anticipates utilizing a steel truss bridge or other cost-effective solutions and is **not** looking for an entry/monument feature bridge.

This project will utilize federal TAP funding and Douglas County funding for the design phase (preconstruction activities).

The project will be initially developed to 30% level (FIR) then progressed to 90% level (FOR). Comments received from the FOR submittal will be incorporated into a post-FOR submittal that will be shelved until construction funding can be secured (anticipated in 2029). This scope is based on an 18-month project design schedule from receipt of the Notice to Proceed. Additional services for plan and specification updates for construction advertisement and construction support occurring beyond 2027 can be added if the County elects to execute a contract amendment adding that work to the RS&H Scope of Services.

Task 1 – Project Administration/Management

RS&H will be responsible for submitting invoices to the Douglas County Project Manager (PM) as well as providing other project administration services throughout the project. Included with the monthly invoices, RS&H shall provide the County with monthly summary reports of the work completed in that pay period. RS&H will be responsible for the day-to-day management and coordination of the tasks in the detailed Scope of Services and associated fee submitted with their proposal.

A project schedule will be agreed to for the design work. The schedule will be maintained during the design phase of the project. If schedule changes are needed and agreed to by all parties, a revised schedule will be completed and redistributed to the project team.

RS&H will be responsible for management, coordination, project development, and engineering that will include the following:

- Project design administration
- Project scheduling, kick-off & coordination meetings, environmental clearance, design scoping review meeting, public meetings, and FIR/FOR meetings
- Develop design criteria, memorandum and reports
- Preliminary and Final Design and Submittals

Work shall be completed using the latest Douglas County, AASHTO, and CDOT design and construction standards.

Pre-submittal quality reviews will be completed by RS&H prior to submittal. Quality Management Plan (QMP) will be implemented, making certain all submittals follow the QA/QC reviews including submittals from sub-consultants.

Task 2 – Project Meetings

Throughout the project, meetings will take place to coordinate work and design elements. Unless specified otherwise, these project meetings will generally include participants from RS&H and Douglas County ("Project Team"). All project meetings shall be scheduled by RS&H and RS&H shall be responsible for determining appropriate attendance from their team to ensure cost effectiveness of meetings. Meeting agendas shall be prepared by RS&H for all project meetings listed and shall be approved by the Douglas County PM prior to the meeting. RS&H shall be responsible for creating meeting minutes to detail the discussions, decisions, and resulting action items from each meeting. RS&H shall distribute the meeting minutes to all attendees for concurrence prior to issuing the final meeting minutes. Unless stated otherwise, it is anticipated that the meetings will take place at the RS&H office (in the greater Denver area),

Douglas County offices, at a CDOT facility, or through a virtual meeting software utilizing Microsoft Teams or other software approved by Douglas County.

Notice to Proceed Meeting

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

Project Meetings

RS&H shall schedule project meetings bi-weekly through FOR, and monthly thereafter to coordinate and discuss project status, project schedule, design decisions, and other coordination topics.

Design Scoping Review (DSR) Meeting

Per the CDOT Local Agency Manual, a Design Scoping Review (DSR) Meeting shall be held with the Project Team and the assigned CDOT staff representatives. RS&H shall schedule the Scoping Meeting within 2-3 weeks after Notice to Proceed has been given.

Public Meeting

Per the CDOT Local Agency Manual, a public meeting shall be held to communicate details of the project. Please see Task 4 – Public Involvement for additional details.

FIR Meeting

Per the CDOT Local Agency Manual, a Field Inspection Review (FIR) meeting shall be held with the Project Team and the assigned CDOT staff representatives. Following the FIR meeting, RS&H shall utilize a comment resolution form to track and resolve outstanding project design issues and hold a virtual comment resolution meeting approximately 2 weeks after FIR.

RS&H shall submit electronic PDF drawings of the FIR plans and cost estimate to the County a minimum of thirty (30) working days in advance of the meeting to allow for review. The primary purpose of the FIR meeting is to finalize the project limits for ROW and Environmental review purpose; and confirm / discuss the primary design elements of the plans and discuss the FIR-level engineer's opinion of probable cost (OPC). See the Task 13 – Draft Project Submittals section for more information on submittal requirements.

Structure Selection Report Meeting

Coordination meetings (2) with CDOT Staff Bridge and Douglas County will be held to review the structural design approach documented in the SSR.

Environmental Clearance Meeting

Per the CDOT Local Agency Manual, environmental clearance shall be obtained from CDOT prior to the plans being approved for construction. RS&H shall plan on attending one (1) meeting with Douglas County staff and the assigned CDOT representatives to discuss the environmental clearance requirements, which is anticipated to occur before the FIR meeting. All other coordination between RS&H and the various CDOT representatives shall occur via telephone or email before the FOR meeting.

ROWPR Meeting

While there is no major ROW acquisition required for this project, we anticipate a license agreement, or an easement will be needed from a City & County of Denver parcel. The CDOT Local Agency Manual requires a formal Right-of-Way Plan Review (ROWPR) meeting in order to obtain the ROW clearance needed for plans to be approved for construction. RS&H shall plan on attending one (1) ROWPR meeting with Douglas County staff and the assigned CDOT representatives to discuss the ROW clearance sometime between the FIR and FOR meetings.

FOR Meeting

Per the CDOT Local Agency Manual, a Final Office Review (FOR) meeting shall be held with the Project Team and the assigned CDOT staff representatives. Following the FOR meeting, RS&H shall utilize a comment resolution form to track and resolve outstanding project design issues; and hold a virtual comment resolution meeting approximately 2 weeks after FOR. These comments shall be reflected on the plans and memorialized in project meeting minutes.

Based on the level of design completed for the FIR plans, the FOR plans are expected to be advanced to a 90% design level. RS&H shall submit electronic PDF drawings of the FOR plan, specification, and estimate (PS&E) documents to the County a minimum of thirty (30) working days in advance of the meeting to allow for review. The primary objective of the FOR meeting will be to discuss any proposed changes or concerns with the PS&E documents prior to advertising the project for construction bids. See the Task 13 – Draft Project Submittals section for more information on submittal requirements.

Task 3 – Topographical Survey

Per the CDOT Local Agency Manual, a TMOSS topographical survey shall be completed for this project in accordance with the CDOT Survey Manual. The limits of survey shall be based upon the limits shown in the detailed scope from HKS in Appendix A. A survey control diagram and tabulation shall be completed for inclusion in the construction plans in accordance with the CDOT Survey Manual.

Task 4 - Public Involvement

Per the CDOT Local Agency Manual, a single public meeting shall be held to communicate details of the project. RS&H shall prepare a Public Outreach Plan in coordination with Douglas County which will contain a list of project stakeholders. A single public meeting is anticipated, and project information will need to be formatted for inclusion on the Douglas County website. RS&H shall be responsible for preparing all communication aids and meeting materials necessary for the public meeting with input and direction from Douglas County. During the design phase, once every other month, RS&H will be responsible for providing the County with project information to update the County website, as well as after every major project milestone has been completed.

RS&H shall prepare one (1) Microsoft PowerPoint presentation for use by Douglas County to present to elected officials and other project stakeholders. RS&H will not be responsible for presenting to local elected officials or project stakeholders beyond the previously described public meeting. Work is inform-level only and does not include collection of community input. For additional information, see the detailed scope from Currie Consulting Group in Appendix B

Task 5 – Right of Way

The proposed design crosses over one City & County of Denver parcel, and Douglas County anticipates that a license agreement or easement can be obtained for the project improvements through that parcel. The proposed improvements to the north of C-470 may impact the Arapahoe County parcel and may require a temporary construction easement. All other improvements outside of this parcel are anticipated to be located within existing Douglas County and CDOT ROW, except for project related detours and applicable signing as well as temporary construction staging areas that may be located outside of existing Douglas County and CDOT ROW. Additionally, a temporary easement may be obtained to provide sidewalk / trail access to adjacent public parking lots. RS&H shall prepare ROWPR plans, and legal descriptions

needed for project easements in accordance with the CDOT Local Agency Manual, the CDOT ROW Manual, and with the direction of Douglas County staff. The scope includes a total of eight (8) easements consisting of both temporary construction easements and permanent easements for acquisition. For additional information, see the detailed scope from HKS in Appendix A

Task 6 – Subsurface Utility Engineering and Utility Plans

RS&H shall be responsible for producing subsurface utility engineering (SUE) plans in accordance with Colorado Senate Bill 18-167. All dry utilities (electric, gas, and telecommunications) and water lines present within the project limits shall be located to ASCE quality level B at a minimum. Sanitary sewers will be located to quality level C or D. Storm Sewers will be located to quality level C unless quality level B is obtainable via optical methods. After initial data collection to obtain SUE data, RS&H shall propose which, if any, utilities should be investigated to ASCE quality level A via test holes. It is estimated that a total of fifteen (15) hard surface standard test holes and four (4) large diameter clearance holes (for bridge piers) will be performed throughout the project limits. If Douglas County desires additional test holes to be performed, a contract amendment will be negotiated with RS&H. It is assumed that GPR will not be used within the C-470 roadway or where steep slopes prevent usage.

RS&H is responsible for ensuring that SUE data will be collected, and plans will be assembled with ample time to make critical design decisions relating to utility conflicts. The Project Team anticipates the SUE utility plans will consist of a tabulation of utility sheets, utility matrix sheets, and utility plan sheets.

Utility plans shall be developed by RS&H and included in the final construction plans. RS&H shall perform utility coordination activities with assistance from Douglas County PM. For additional information, see the attached SUE investigation scope from HKS in Appendix C.

Task 7 – Geotechnical Engineering

Geotechnical investigation and laboratory testing shall be performed to determine engineering design criteria for proposed structural foundations required for this project. Douglas County anticipates a total of six (6) geotechnical borings are required the proposed bridge foundations and the various retaining walls, but additional borings may be required to meet CDOT Staff Bridge criteria. All borings will extend 20 feet into bedrock except for the boring at the pier location which will extend 30 feet into bedrock. A geotechnical report shall be prepared that includes boring logs, recommendations for bridge foundations, design parameters for the foundations and retaining walls, embankment settlement, and slope stability. This task shall include coordination with the structural design team and assistance with preparation of the

Structure Selection Report as needed. Additionally, global stability analysis shall be performed. It is assumed that the existing soil nail wall F-17-AH will remain and the Geotechnical Engineer will evaluate existing wall stability (global and local) for the final grading and bridge location. If the soil nail wall needs to be replaced or reinforced, the Geotechnical Engineer will perform the wall design and prepare the wall plans and specifications with RS&H providing CADD support. The cost of the wall design and plan production is included in the fee worksheet as a separate line item but is not included in the total design fee. For additional information, see the attached scope and fee from Granite Engineering Group in Appendix D.

Task 8 – Stormwater Management Plan (SWMP) & Drainage Investigation

RS&H will coordinate Best Management Practices with Douglas County and provide Storm Water Management Plans (SWMP) using the latest CDOT templates. Less than one acre of disturbance is anticipated and the associated, current CDOT SWMP template will be used. CDOT SWMP Site Maps will be included for the FOR and Post-FOR submittal. For the SWMP Site map submittal, the Initial Map shall be separate and the Interim and Final phase BMPs Maps on combined on a single plan subset. Two full submittals are included in the fee estimate for each of the Milestones (FOR and POST-FOR). The CDOT SWMP Narrative will be included in the FIR submittal, but CDOT SWMP Site Maps will not.

An investigation of the drainage impacts of the proposed improvements will be performed. RS&H will evaluate existing and proposed hydrology to determine changes in peak flows associated with the Project. RS&H will coordinate with Douglas County and CDOT to determine the compatibility of the proposed improvements with the existing drainage infrastructure and determine whether permanent water quality mitigation will be required. The findings of this investigation and coordination will be summarized in a drainage memorandum, to be submitted at FIR, FOR, and Post-FOR. Design will follow Douglas County's Storm Drainage Design and Technical Criteria Manual (SDDTCM). In cases of flows discharging to CDOT jurisdiction, the CDOT Drainage Criteria Manual shall be utilized. Rainfall information will be derived utilizing Douglas County's SDDTCM.

The following plan sheets are included in the scope: General Notes, Tabulations, (3) Drainage Plan Sheets (1"=40'), (1) Drainage Profile, Details, and Specifications. Hours have been included for a 3' tall retaining wall with a length not to exceed 20' to make grade. Irrigation design, specialized drainage structures, and water quality have been excluded from this scope. Capacity calculations for existing systems and existing basins have been excluded from the scope. Obtaining permits (discharge, stormwater, etc.) is excluded from the scope.

Task 9 – Environmental Clearance

There are no known environmental concerns related to this project, but since federal funds will be used for design and anticipated for construction, National Environmental Protection Act (NEPA) clearances are applicable. The County anticipates that the project will be granted a categorical exclusion (CatEx) so ERO will provide environmental services, including necessary research, fieldwork, and documentation to complete the Colorado Department of Transportation (CDOT) Categorical Exclusion (CatEx) Form 128 and Douglas County environmental requirements. The ERO will work with the design team to draft the project description and define a complete project footprint that includes all potential acquisitions, easements, and design refinements.

CDOT will complete the survey and documentation necessary for the environmental clearances for noise, paleontology, and non-historic Section 4(f) and Section 6(f) resources.

ERO will evaluate the project for air quality, hazardous materials, biological resources, historic resources, archeological resources, and visual resources. For additional information and a full list of environmental deliverables, see the detailed scope by ERO in Appendix E.

Task 10 – Trail Design and Traffic Control

Trail design includes designing the horizontal and vertical profile of the trail to meet the minimum vertical clearance under the bridge with a minimum clearance of at least 17.5-feet (or more stringent applicable criteria) and will channelize bikes from the striped bike lane on Colorado onto the proposed pedestrian bridge using a bike approach ramp. RS&H shall prepare a trail design criteria table for review and acceptance by the Project Team and CDOT at the DSR meeting. The Trail shall be designed in accordance with CDOT and Douglas County requirements including meeting the Public Rights-Of-Way Guidelines (PROWAG) which expands upon the Americans with Disabilities Act (ADA), Chapter 13 Bicycle and Pedestrian Facilities from the CDOT Roadway Design Guide, CDOT Curb Ramp Designers Resource, and Douglas County Design and Construction Standards. Traffic Control plans shall be developed to accommodate the phasing and traffic control needs during construction.

Task 11 – Structural Engineering

Structural design for this project includes bridge and retaining wall design. Per the CDOT Local Agency Manual, a Structure Selection Report shall be developed in accordance with the CDOT Bridge Manual. This project's Structure Selection Report shall evaluate cost effective alternatives

for bridge elements and adjacent retaining walls and shall take into consideration color and structure types recently constructed with the C-470 Managed Express Lanes Project. It is assumed that up to three bridge alternatives will be evaluated in the Structure Selection Report including a prefabricated steel truss and a precast concrete box girder bridge.

Douglas County initially anticipated using a prefabricated steel truss bridge like the one recently installed that carries the C-470 Trail over Yosemite Street and over the westbound C-470 on-ramp as well as the bridge that carries C-470 Trail over University. In addition to the truss, alternative superstructure types will be evaluated with respect to cost, aesthetics, and constructability. Recent experience indicates that a side-by-side box girder bridge is a cost-effective structure type for this location. The bridge scope will include superstructure and substructure design. If a prefabricated steel truss is the selected alternative in the structure selection report, the superstructure design will be removed from the scope and the design and shop drawings for the prefabricated truss will be completed by the Contractor. The structural design team shall work with the geotechnical engineer to provide recommended retaining wall and bridge foundation types for consideration.

The County has said they are not looking for an entry/monument feature bridge, but based on the visibility of the structure, aesthetic considerations will still play an important role and should be addressed in the Structure Selection Report. Douglas County prefers that the initial draft is submitted to just Douglas County. Additionally, following the County's initial review, the Structure Selection Report for the bridge and retaining walls will be submitted to CDOT Staff Bridge for review and approval prior to the FIR meeting. Two (2) virtual meetings with RS&H, Staff Bridge and the County will be included in the scope of work to discuss structure selection.

Bridge and retaining walls will be designed in accordance with the requirements of:

- AASHTO Bridge Design Specifications, Tenth Edition, 2024
- CDOT Bridge Design Manual 2026
- AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2nd Edition

The final design phase will include a constructability review for potential crane locations with potential locations documented in the plans. Exact crane positioning/girder erection is excluded due to the impossibility of anticipating the crane sizes and capacities that will be available to the Contractor at the time of construction.

The pedestrian railing on the bridge is assumed to be a fence or previously designed pedestrian railing mounted on a concrete parapet. Steel design of a custom railing is not included in the scope.

Task 12 – Specifications

RS&H will develop construction specifications as required for the design. Construction specifications consist of the CDOT Standard Specification for Road and Bridge Construction, the Standard Special Provisions, and the Project Special Provisions.

Task 13 – Draft Project Submittals

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

Reports, Memorandums, Clearances, Forms, and Permits

- Public Outreach Plan
- Trail Design Criteria Table
- Geotechnical Design Report (Preliminary and Final)
- Drainage Memorandum (which includes SWMP plans)
- Structure Selection Report
- Structural Design Calculation Package for bridge(s) and retaining wall(s)
- Consultant Final Submittal Letter (Structures)
- Structure Inspection Sketches
- CDOT Forms 859 and 463 and Preliminary Construction Schedule
- Prepare Exhibit(s) for CDOT/Douglas County Maintenance IGA

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

JANUARY 29, 2025
REQUEST FOR PROPOSALS (RFP)
FOR CONSULTANT SERVICES TO ASSIST DOUGLAS COUNTY
WITH THE COLORADO BLVD BIKE-PED BRIDGE OVER C-470 PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2024-021
CDOT PROJECT NUMBER TAP C470-051 (26094)

Douglas County Department of Public Works Engineering (the "County") is requesting proposals for a professional service contract for consultant services related to final design for the **Colorado Blvd Bike-Ped Bridge over C-470 Project** (the "Project").

This Request for Proposals (RFP) is being advertised electronically through the Rocky Mountain E-Purchasing System website (www.bidnetdirect.com/douglas-county-engineering).

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

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

Electronic submittal (if emailed) to: bbundy@douglas.co.us

Proposals are due no later than 11:00 a.m. on February 27, 2026.

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

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

Additionally, the proposed **Project Manager** shall be the primary point of contact throughout the project duration, which is anticipated to be about 2 years (if the initial contract is amended by the County for additional design services). Additionally, the Respondents need to identify a person to serve as a **Deputy Project Manager** for the anticipated project duration and during the consultant selection process who will act as the point of contact when the **Project Manager** is unavailable

Respondents Inquiries

Questions about this RFP shall be directed by email to:

Brolin Bundy, Project Manager at bbundy@douglas.co.us on or before **5:00 pm on February 12, 2026**. All questions will be kept confidential except for those that are specifically related to corrections and / or clarifications in the County's RFP.

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

Notifications to Unsuccessful Respondents

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

Schedule for those responding to this Request for Proposals

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

- a. **01/29/26** - RFP made available
- b. **02/12/26** - Questions to Douglas County regarding the RFP are due
- c. **02/27/26** - **Written Proposals are due at 11:00 am**
- d. **03/17/26** - Selection committee completes review and ranking proposals
- e. **03/19/26** - **Notification of selected consultant (if no interview required)**
- f. **03/19/26** - Notification to participate in an interview (if applicable)
- g. **03/25/26** - **Presentation / Interview (if applicable)**
- h. **03/26/26** - Notification of selected consultant (if interview is required)
- i. **04/28/26** - Desired Award of Contract Date by Douglas County
(Requires BOCC Approval at Scheduled Public Hearing)
- j. **05/01/26** – Anticipated Notice to Proceed Date

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

Selection Process

1. Evaluation Criteria

Proposals will be evaluated and scored according to the following criteria (see below for additional information required to be addressed in your responses):

- | | | |
|------|--|---------|
| i. | Firm Qualifications and Relevant Experience ^^ | 25 pts. |
| ii. | Project Team and Past Performance on Similar Projects | 25 pts. |
| iii. | Project Approach and Understanding of Critical Issues ** | 35 pts. |
| iv. | Draft Project Schedule | 5 pts. |
| v. | Draft Scope of Services ## | 10 pts. |

- Firm Qualifications and Relevant Experience (25 pts.)
 - Your proposals score will be based on firm capacity, interest/motivation, and expertise, and the qualifications of the personnel assigned to this project in order to complete the work identified in the Draft Scope of Services.

- Project Team and Past Performance on Similar Projects (25 pts.)
 - Your proposals score will be based on your teams past performance working on similar types of projects as identified in the Draft Scope of Services cost effectively and other tasks identified in your proposal.
- Project Approach and Understanding of Critical Issues (35 pts.)
 - Your proposals score will be based on understanding of critical issues specific to this project and budget limitations for design and construction.
- Draft Project Schedule (5 pts.)
 - Your proposals score will be based on your ability to complete the work identified in the Draft Scope of Services by the project milestones outlined in the Project Schedule section of the RFP.
- Draft Scope of Services (10 pts.)
 - Your proposals score will be based on identifying any weaknesses in the Draft Scope of Services (RFP) and make recommendations to improve efficiency, provide clarity and result in a better set of deliverables.

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

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

Respondents Draft Scope of Services, provided in **Appendix B-2** is a major part of the proposal evaluation criteria. This document shall serve as the basis of the selected Consultant's contractual Scope of Services (Exhibit A) to be negotiated with Douglas County.

Additional RFP Information:

1. Submission Requirements

- a. In addition to submittal requirements on page one, the Respondents proposal to the County requires the following:
- b. Signatures – Proposals shall be signed by a duly authorized official.
- c. Format – Proposals shall be printed on 8.5 x 11-inch bound booklets and utilize reference tabs as appropriate, either utilizing landscape or portrait layout.
- d. Respondents are **REQUIRED** to provide an electronic PDF copy to the County via email.

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

If the Respondent uses an 11 x 17-inch sheet within the main body of the Proposal then it will be considered to be two pages (the exception applies only for the example plans and illustrations of proposed concept plans that are contained in

appendixes which are not part of the page limitation).

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

Page Limitations - Proposals shall not exceed a total of **TEN (10)** single-sided pages. The total page limitation does **not** include: proposal cover, a one page cover letter, the required section tabs, and all required appendix materials for this Proposal (illustrations / graphics, draft scope of services, draft deliverables list, draft schedules, example plans, and resumes of key personnel).

There is no reason to submit letters of a commendation for this RFP.

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

The Respondents shall submit either one or two-page resumes of key members of the Consultant Project Team, which shall be included in **Appendix C**.

Additional Respondents Requirements

1. Proposals should contain and will be evaluated based on the following sections:
 - a. Cover letter that serves as an executive summary of the Proposal, highlighting the value and commitment your project team will bring to this project (1 page).
 - b. Firm qualifications and relevant experience (1-2 page maximum)
 - c. Project team's past performance on similar projects (2-3 pages maximum)
 - d. Project approach & understanding of critical issues (suggest 3-5 pages)
 - e. Illustrations of proposed improvement concepts and other graphics to depict project issues (no more than 4 pages on 11x17) (include in **Appendix A**)
 - f. Consultant's draft project schedule (11x17) (include in **Appendix B-1**)
 - g. Consultant's detailed draft scope of services (in **Appendix B-2**)
 - h. Consultant's draft list of deliverables (in **Appendix B-3**)
 - i. Resumes of key members of the Project Team (include in **Appendix C**)
 - j. Example Plans (no more than four (4) pages on 11x17) representing the quality of plans the Consultant will deliver to the County should they be selected (in **Appendix D**)

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

The consultant team should identify key staff that will be available to assist the County in preparing concept plans, FIR and FOR design plans, specifications, and estimates (PS&E) documents for the project. This work is anticipated to occur over approximately fifteen (15) to eighteen (18) months from when notice to proceed (NTP) is issued to the selected consulting team.

3. Period of Performance

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

The Consultant will be required to perform the work until it has been accepted by Douglas County with an anticipated Contract duration of fifteen (15) to eighteen (18) months, with the possibility of amending the initial contract for additional services.

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

4. Award of Public Contract for Services (Contract)

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

If Douglas County determines that the interview process is needed, then the top three (3) highest combined ranked firms will be selected to make an oral presentation / participate in the interview portion of the selection process.

The consultant selected will be based on which consultant is determined to be the most responsive in accordance with the evaluation criteria established in the RFP and the information provided as part of the interview process (when applicable).

5. Consultant Payments

Payments are anticipated to be made monthly based on a reimbursable cost-plus fixed fee – for a maximum contract amount (to be determined), where the County will allow up to 10 percent for profit. *Note: The profit will be paid on each invoice corresponding to actual billed hours and the Consultant will not receive profit payments for remaining contract value if the project finishes under budget.*

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

If the County and the highest ranked firm cannot reach an agreement on negotiating a reasonable final fee associated with the final scope, then the County may terminate negotiations with the highest ranked firm and begin negotiations with the second highest ranked firm and so forth.

Project Schedule

The following are critical milestones for this Project; and the Respondent should identify interim milestones as part of their proposal to demonstrate how they can meet the critical milestones identified by the County which are as follows:

- **Scoping / Kickoff Meeting (including CDOT)**
 - May 2026
- **FIR plan submittal (30% level plans)**
 - January / February 2027
- **Environmental Clearance / ROWPR Meeting**
 - April / May 2027
- **FOR plan submittal (90% level plans) / Utility Clearance**
 - July / August 2027
- **Anticipated construction bid advertisement (pending funding for construction)**
 - Q2 2029

Draft Scope of Services Requirements

The following information is being provided by Douglas County to assist the Respondent in preparing their own Draft Scope of Services required for this RFP. Critical issues as identified in the Respondent's proposal should be reflected in the submitted Draft Scope of Services.

Project Background and Tasks Associated with The Draft Scope of Services for the Colorado Blvd Bike-Ped Bridge Over C-470 Project

This document is intended to serve as a starting point for consultants to develop a Scope of Services to perform design services for Douglas County's Colorado Blvd Bike-Ped Bridge Over C-470 project. Douglas County is responsible for managing the final design and construction of this Project. The objective of this project is to design and construct a separate bike-ped bridge over C-470. The proposed project will improve safety by allowing bikes and pedestrians the opportunity to cross C-470 away from vehicular traffic and reduce the possibility for conflict and crashes between bikes/peds and cars. The existing sidewalk on the roadway bridge is narrow and is only located on one side. The bike-ped bridge will also provide better access to the C-470 Regional Trail and David A. Lorenz Regional Park.

The anticipated project limits are along Colorado Boulevard between Siskin Avenue and Canyon Ranch Road. The multi-use trail and bridge over C-470 will complete a missing link on the east side of Colorado Blvd. north of Siskin Ave. See **Attachment A** to this RFP for the DRCOG Grant Application.

The County is seeking assistance in finding the most cost-effective design solution for this project that will have minimal impact to the traveling public during all phases of construction. The County anticipates utilizing a steel truss bridge or other cost-effective solutions and is **not** looking for an entry/monument feature bridge.

This project will utilize federal TAP funding and Douglas County funding for the design phase (preconstruction activities). The standard contract provided in **Attachment B** will be utilized and the Consultant must be willing to enter in it. Douglas County insurance requirements are all being provided in **Attachment C**. The Consultant shall provide a written Draft Scope of Services as part of the technical proposal which each Respondent believes are needed to complete the preconstruction activities to be performed under the Contract. The information in this RFP is being used to communicate project background and identify work products desired by Douglas County.

Task 1 – Project Administration/Management

The Consultant will be responsible for submitting invoices to the Douglas County Project

Manager (PM) as well as providing other project administration services throughout the project. Included with the monthly invoices, the Consultant shall provide the County with monthly summary reports of the work completed in that pay period. The Consultant will be responsible for the day-to-day management and coordination of the tasks in the detailed Scope of Services and associated fee submitted with their proposal.

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

Task 2 – Project Meetings

Throughout the project, meetings will take place to coordinate work and design elements. Unless specified otherwise, these project meetings will generally include participants from the Consultant and Douglas County (“Project Team”). All project meetings shall be scheduled by the Consultant and the Consultant shall be responsible for determining appropriate attendance from their team to ensure cost effectiveness of meetings. Meeting agendas shall be prepared by the Consultant for all project meetings listed and shall be approved by the Douglas County PM prior to the meeting. The consultant shall be responsible for creating meeting minutes to detail the discussions, decisions, and resulting action items from each meeting. The Consultant shall distribute the meeting minutes to all attendees for concurrence prior to issuing the final meeting minutes. Unless stated otherwise, it is anticipated that the meetings will take place at the Consultant’s office (in the greater Denver area), Douglas County offices, at a CDOT facility, or through a virtual meeting software utilizing Microsoft Teams or other software approved by Douglas County.

Notice to Proceed Meeting

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

Project Meetings

The Consultant shall schedule project meetings bi-weekly through FOR, and monthly thereafter to coordinate and discuss project status, project schedule, design decisions, and other coordination topics.

Design Scoping Review (DSR) Meeting

Per the CDOT Local Agency Manual, a Design Scoping Review (DSR) Meeting shall be held with the Project Team and the assigned CDOT staff representatives. The Consultant shall schedule the Scoping Meeting within 2-3 weeks after Notice to Proceed has been given.

Public Meeting

Per the CDOT Local Agency Manual, a public meeting shall be held to communicate details of the project. Please see *Task 4 – Public Involvement* for additional details.

FIR Meeting

Per the CDOT Local Agency Manual, a Field Inspection Review (FIR) meeting shall be held with the Project Team and the assigned CDOT staff representatives. Following the FIR meeting, the Consultant shall utilize a comment resolution form to track and resolve outstanding project design issues and hold a virtual comment resolution meeting approximately 4-6 weeks after FIR.

The Consultant shall submit electronic PDF drawings of the FIR plans and cost estimate to the County a minimum of thirty (30) working days in advance of the meeting to allow for review. The primary purpose of the FIR meeting is to finalize the project limits for ROW and Environmental review purpose; and confirm / discuss the primary design elements of the plans and discuss the FIR-level engineer's opinion of probable cost (OPC). See the *Task 13 – Draft Project Submittals* section for more information on submittal requirements.

Environmental Clearance Meeting

Per the CDOT Local Agency Manual, environmental clearance shall be obtained from CDOT prior to the plans being approved for construction. The Consultant shall plan on attending one (1) meeting with Douglas County staff and the assigned CDOT representatives to discuss the environmental clearance requirements, which is anticipated to occur before the FIR meeting. All other coordination between the Consultant and the various CDOT representatives shall occur via telephone or email before the FOR meeting.

ROWPR Meeting

While there is no major ROW acquisition required for this project, we anticipate a license agreement, or an easement will be needed from a City & County of Denver parcel. The CDOT Local Agency Manual requires a formal Right-of-Way Plan Review (ROWPR) meeting in order to obtain the ROW clearance needed for plans to be approved for construction. The Consultant shall plan on attending one (1) ROWPR meeting with Douglas County staff and the assigned CDOT representatives to discuss the ROW clearance sometime between the FIR and FOR meetings.

FOR Meeting

Per the CDOT Local Agency Manual, a Final Office Review (FOR) meeting shall be held with the Project Team and the assigned CDOT staff representatives. Following the FOR meeting, the Consultant shall utilize a comment resolution form to track and resolve outstanding project design issues; and hold a virtual comment resolution meeting approximately 4-6 weeks after FOR. These comments shall be reflected on the plans and memorialized in project meeting minutes.

Based on the level of design completed for the FIR plans, the FOR plans are expected to be advanced to a 90% design level. The Consultant shall submit electronic PDF drawings of the FOR plan, specification, and estimate (PS&E) documents to the County a minimum of thirty (30) working days in advance of the meeting to allow for review. The primary objective of the FOR meeting will be to discuss any proposed changes or concerns with the PS&E documents prior to advertising the project for construction bids. See the *Task 13 – Draft Project Submittals* section for more information on submittal requirements.

Task 3 – Topographical Survey

Per the CDOT Local Agency Manual, a TMOSS topographical survey shall be completed for this project in accordance with the CDOT Survey Manual. The limits of survey shall be based upon the project limits discussed in the DRCOG Grant Application included as **Attachment A** to this RFP with a generous buffer to account for changes and refinements to the design as the project progresses. A survey control diagram and tabulation shall be completed for inclusion in the construction plans in accordance with the CDOT Survey Manual.

Task 4 - Public Involvement

Per the CDOT Local Agency Manual, a single public meeting shall be held to communicate details of the project. The Consultant shall prepare a Public Outreach Plan in coordination with Douglas County which will contain a list of project stakeholders. A single public meeting is anticipated, and project information will need to be formatted for inclusion on the Douglas County website. The Consultant shall be responsible for preparing all communication aids and meeting materials necessary for the public meeting with input and direction from Douglas County. During the design phase, once every other month, the Consultant will be responsible for providing the County with project information to update the County website, as well as after every major project milestone has been completed.

The Consultant shall prepare one (1) Microsoft PowerPoint presentation for use by Douglas County to present to elected officials and other project stakeholders. The Consultant will **not** be responsible for presenting to local elected officials or project stakeholders beyond the previously described public meeting.

Task 5 – Right of Way

The proposed design crosses over one City & County of Denver parcel, and Douglas County anticipates that a license agreement or easement can be obtained for the project improvements through that parcel. All other improvements outside of this parcel are anticipated to be located within existing Douglas County and CDOT ROW, except for project related detours and applicable signing as well as temporary construction staging areas that may be located outside of existing Douglas County and CDOT ROW. Additionally, a temporary easement may be obtained to provide sidewalk / trail access to adjacent public parking lots. The Consultant shall prepare ROWPR plans, and legal descriptions as needed for project easements in accordance with the CDOT Local Agency Manual, the CDOT ROW Manual, and with the direction of Douglas County staff.

Task 6 – Subsurface Utility Engineering and Utility Plans

The Consultant shall be responsible for producing subsurface utility engineering (SUE) plans in accordance with Colorado Senate Bill 18-167. All utilities present within the project limits shall be located to ASCE quality level B at a minimum. After initial data collection to obtain quality level B SUE data, the Consultant shall propose which, if any, utilities should be investigated to ASCE quality level A via test holes. It is estimated that a total of twenty (20) standard test holes and four (4) large diameter clearance holes (for bridge piers) will be performed throughout the project limits. If Douglas County desires additional test holes to be performed, a contract amendment will be negotiated with the Consultant.

The Consultant is responsible for ensuring that SUE data will be collected, and plans will be assembled with ample time to make critical design decisions relating to utility conflicts. The

Project Team anticipates the SUE utility plans will consist of a tabulation of utility sheets, utility matrix sheets, and utility plan sheets.

Utility plans shall be developed by the consultant and included in the final construction plans. The Consultant shall perform utility coordination activities with assistance from Douglas County PM.

Task 7 – Geotechnical Engineering

Geotechnical investigation and laboratory testing shall be performed to determine engineering design criteria for proposed structural foundations required for this project. Douglas County anticipates a total of ten (10) geotechnical borings are required the proposed bridge foundations and the various retaining walls, but additional borings may be required to meet CDOT Staff Bridge criteria. A geotechnical report shall be prepared that includes boring logs, recommendations for bridge foundations, and design parameters for the foundations and retaining walls. This task shall include coordination with the structural design team and assistance with preparation of the Structure Selection Report as needed. Additionally, global stability analysis shall be performed.

Task 8 – Stormwater Management Plan (SWMP) & Drainage Investigation

A drainage report is required for this project and should identify additional impervious areas associated with the proposed improvements. It shall be assumed for scoping purposes that a “>1 Acre” Stormwater Management Plan (SWMP) shall be prepared for the project in

accordance with CDOT and Douglas County requirements. The SWMP will not be required for the FIR plan submittal but will be required for the environmental clearance meeting and the FOR plan submittal. It is anticipated that all disturbed soil will be stabilized with a native seed mix. See the *Task 13 – Draft Project Submittals* section for more information on submittal requirements. The Consultant should assume that native seeding will be used to revegetate disturbed areas; and except for other typical slope stabilization items, no other landscaping or irrigation materials are anticipated.

The project will add a limited amount of impervious area which will result in a small increase in stormwater runoff. It is anticipated that the proposed structure and sidewalk will contribute runoff to areas east of Colorado Blvd. The peak flow rates from the proposed structure and sidewalk shall be calculated and the need for drainage improvements to manage the runoff shall be investigated. Coordination with CDOT is anticipated as they have jurisdiction over the areas that the proposed bridge will discharge runoff to. The need for water quality mitigation to treat the additional stormwater runoff shall be evaluated as part of this task. The findings and recommendations of the drainage investigation will be summarized in the drainage report.

Task 9 – Environmental Clearance

There are no known environmental concerns related to this project, but since federal funds will be used for design and anticipated for construction, National Environmental Protection Act (NEPA) clearances are applicable. The County anticipates that the project will be granted a categorical exclusion (CatEx) and the Consultant should prepare its scope and fee accordingly.

Task 10 – Trail Design and Traffic Control

Trail design includes designing the horizontal and vertical profile of the trail to meet the minimum vertical clearance under the bridge with a minimum clearance of at least 17.5-feet (or more stringent applicable criteria). The Consultant shall prepare a trail design criteria table for review and acceptance by the Project Team and CDOT at the DSR meeting. The Trail shall be designed in accordance with CDOT and Douglas County requirements including meeting the Public Rights-Of-Way Guidelines (PROWAG) which expands upon the Americans with Disabilities Act (ADA). Traffic Control plans shall be developed to accommodate the phasing and traffic control needs during construction.

Task 11 – Structural Engineering

Structural design for this project includes bridge and retaining wall design. Per the CDOT Local Agency Manual, a Structure Selection Report shall be developed in accordance with the CDOT Bridge Manual. This project's Structure Selection Report shall evaluate cost effective alternatives for bridge elements and adjacent retaining walls and shall take into consideration color and structure types recently constructed with the C-470 Managed Express Lanes Project. Douglas County anticipates using a prefabricated steel truss bridge like the one recently installed that carries the C-470 Trail over Yosemite Street and over the westbound C-470 on-ramp as well as the bridge that carries C-470 Trail over University. The structural design team shall work with the Consultant's geotechnical engineer to provide recommended retaining wall and bridge foundation types for consideration. Based on the visibility of the structure, aesthetic considerations will play an important role and should be addressed in the Structure Selection Report. Douglas County prefers that the initial draft is

submitted to just Douglas County. Additionally, following the County's initial review, Douglas County requests that the Structure Selection Report for the bridge and retaining walls be submitted to CDOT Staff Bridge for review and approval prior to the FIR meeting. Two (2) virtual meetings with the Consultant, Staff Bridge and the local agencies should be included in the scope of work. The Engineer of Record is responsible for establishing crane locations required to construct the bridge and the associated method of handling of traffic needs to be reviewed and approved by CDOT and Douglas County.

Taks 12 – Specifications

The Consultant will develop construction specifications as required for the design. Construction specifications consist of the CDOT Standard Specification for Road and Bridge Construction, the Standard Special Provisions, and the Project Special Provisions.

Task 13 – Draft Project Submittals

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

Reports, Memorandums, Clearances, Forms, and Permits

- Public Outreach Plan
- Trail Design Criteria Table
- Geotechnical Design Report (Preliminary and Final)
- Drainage Report (which includes SWMP plans)

- Structure Selection Report
- Structural Design Calculation Package for bridge(s) and retaining wall(s)
- CDOT Forms 859 and 463 and Preliminary Construction Schedule
- Prepare Exhibit(s) for CDOT/Douglas County Maintenance IGA

FIR Plan Submittal

- Plan Package
 - Title Sheet
 - Typical Sections
 - General Notes
 - Survey Control Diagram and Tabulation
 - Geometric Control Layout
 - Removal Plans
 - Trail Plan and Profiles
 - Traffic Control Plans (including bike and pedestrian detours)
 - Retaining Wall Plans
 - Pedestrian Bridge Plans (including Engineering Geology Plans)
 - Trail Cross Sections (25-foot interval)
- Engineer's Opinion of Probable Cost

FOR Plan Submittal

- Plan Package
 - Title Sheet
 - Standard Plans List
 - Typical Sections
 - General Notes
 - Summary of Approximate Quantities
 - Tabulation of Quantities
 - Survey Control Diagram and Tabulation
 - Geometric Control Layout
 - Removal Plans
 - Trail Plans and Profiles
 - Traffic Control
 - SWMP Template and Plans
 - Retaining Wall Plans
 - Pedestrian Bridge Plans
 - Engineering Geology Plans
 - ROW Plans
 - Utility Plans
 - Subsurface Utility Engineering Plans
 - Trail Cross Sections (25-foot interval)
- Specification Package
- Engineer's Opinion of Probable Cost

Project Exclusions

The following tasks are excluded from the proposed scope of services, as they are not required or applicable to this project.

- 100% Plans, Specifications, and Estimate (PS&E) submittal is not included as part of this initial scope of work but will be required in the future once Douglas County has identified construction funding. Once construction funding has been identified, the consultant's contract will be amended to prepare the 100% PS&E package and assist the County with obtaining necessary project clearances from CDOT.
- Pedestrian Trail Lighting / Landscaping / Irrigation Plans
 - Roadway, trail, and structure lighting are not included as part of this project.
 - Native seed will be used to establish vegetation on all disturbed ground and there are no known irrigation systems impacted by this project.

END of RFP.

Consultant Selection Process for the Colorado Bike-Ped Bridge Over C-470 Project
Douglas County Project Number CI 2024-021
Combined Overall Ranking
Completed Form by Brolin Bundy, March 20, 2025

| Subcommittee Proposal Evaluator's Combined Overall Ranking Form | | | | | |
|--|---------------|---------------|---------------|------------------------|----------------------------|
| RFP Respondent (Consultant Team) | Evaluator # 1 | Evaluator # 2 | Evaluator # 3 | Combined Overall Score | Combined Overall Ranking * |
| Benesch | 5 | 3 | 2 | 10 | 3 |
| FHU | 6 | 7 | 6 | 19 | 6 |
| HDR | 2 | 4 | 4 | 10 | 3 |
| Muller | 3 | 5 | 5 | 13 | 5 |
| RS&H | 1 | 1 | 1 | 3 | 1 |
| Stanley | 7 | 6 | 7 | 20 | 7 |
| Wilson | 4 | 2 | 3 | 9 | 2 |

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

Consultant Selection Process for the Colorado Bike-Ped Bridge Over C-470 Project

Douglas County Project Number CI 2024-021

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

Base Evaluation FORM Prepared by Brolin Bundy, February 27, 2026

| | | | | | | | |
|--|--|--|--|--|--|--|---|
| Assigned Proposal Evaluator # (1 thru 3): | | | | | | | 1 |
| Individual Subcommittee Member's (Evaluator) Proposal Scoring / Ranking Form | | | | | | | |

| RFP Respondent (Consultant Team) | Firm Qualifications and Relevant Experience | Project Team and Past Performance on Similar Projects | Project Approach and Understanding of Critical Issues | Draft Project Schedule | Draft Scope of Services | Total Points | Evaluator's Overall Ranking |
|-------------------------------------|---|---|---|------------------------|-------------------------|------------------|-----------------------------|
| Maximum points possible | (25 Points) | (25 Points) | (35 Points) | (5 Points) | (10 Points) | (100 Points Max) | * |
| Benesch | 24 | 24 | 31 | 3.25 | 9.25 | 91.5 | 5 |
| FHU | 24 | 24 | 30 | 3.5 | 9 | 90.5 | 6 |
| HDR | 24 | 24 | 33.5 | 3.75 | 9.25 | 94.5 | 2 |
| Muller | 24 | 24.5 | 32 | 4.5 | 9 | 94 | 3 |
| RS&H | 24 | 24 | 34 | 4.5 | 9.5 | 96 | 1 |
| Stanley | 24 | 24 | 30 | 3.75 | 8.5 | 90.25 | 7 |
| Wilson | 24 | 24 | 32 | 4 | 8.5 | 92.5 | 4 |

Please complete this form and return as a PDF or hard copy to Brolin Bundy via email at bbundy@douglas.co.us on or before **3:00 PM on March 18, 2026**

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

Consultant Selection Process for the Colorado Bike-Ped Bridge Over C-470 Project
Douglas County Project Number CI 2024-021
Individual Subcommittee Member's (Evaluator) Scoring / Ranking Form
Base Evaluation FORM Prepared by Brolin Bundy, February 27, 2026

| | | |
|--|--|---|
| Assigned Proposal Evaluator # (1 thru 3): | | 2 |
| Individual Subcommittee Member's (Evaluator) Proposal Scoring / Ranking Form | | |

| RFP Respondent (Consultant Team) | Firm Qualifications and Relevant Experience | Project Team and Past Performance on Similar Projects | Project Approach and Understanding of Critical Issues | Draft Project Schedule | Draft Scope of Services | Total Points | Evaluator's Overall Ranking |
|-------------------------------------|---|---|---|------------------------|-------------------------|------------------|-----------------------------|
| Maximum points possible | (25 Points) | (25 Points) | (35 Points) | (5 Points) | (10 Points) | (100 Points Max) | * |
| Benesch | 22 | 15 | 30 | 5 | 10 | 82 | 3 |
| FHU | 15 | 15 | 25 | 4 | 7 | 66 | 7 |
| HDR | 22 | 18 | 28 | 5 | 8 | 81 | 4 |
| Muller | 20 | 20 | 30 | 5 | 5 | 80 | 5 |
| RS&H | 23 | 25 | 33 | 5 | 8 | 94 | 1 |
| Stanley | 20 | 20 | 28 | 4 | 7 | 79 | 6 |
| Wilson | 23 | 24 | 28 | 5 | 8 | 88 | 2 |

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Consultant Selection Process for the Colorado Bike-Ped Bridge Over C-470 Project
Douglas County Project Number CI 2024-021
Individual Subcommittee Member's (Evaluator) Scoring / Ranking Form
Base Evaluation FORM Prepared by Brolin Bundy, February 27, 2026

| | | |
|--|--|---|
| Assigned Proposal Evaluator # (1 thru 3): | | 3 |
| Individual Subcommittee Member's (Evaluator) Proposal Scoring / Ranking Form | | |

| RFP Respondent (Consultant Team) | Firm Qualifications and Relevant Experience | Project Team and Past Performance on Similar Projects | Project Approach and Understanding of Critical Issues | Draft Project Schedule | Draft Scope of Services | Total Points | Evaluator's Overall Ranking |
|-------------------------------------|---|---|---|------------------------|-------------------------|------------------|-----------------------------|
| Maximum points possible | (25 Points) | (25 Points) | (35 Points) | (5 Points) | (10 Points) | (100 Points Max) | * |
| Benesch | 23 | 22 | 28 | 4 | 9 | 86 | 2 |
| FHU | 22 | 21 | 27 | 3 | 8 | 81 | 6 |
| HDR | 22 | 23 | 27 | 4 | 8 | 84 | 4 |
| Muller | 22 | 22 | 26 | 5 | 8 | 83 | 5 |
| RS&H | 23 | 23 | 31 | 4 | 8 | 89 | 1 |
| Stanley | 21 | 20 | 28 | 4 | 7 | 80 | 7 |
| Wilson | 23 | 21 | 28 | 5 | 8 | 85 | 3 |

Please complete this form and return as a PDF or hard copy to Brolin Bundy via email at bbundy@douglas.co.us on or before **3:00 PM on March 18, 2026**

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