

RESOLUTION NO. 2016-118

**A RESOLUTION APPROVING THE TOWN OF CASTLE ROCK SERVICES AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK AND
KIMLEY-HORN & ASSOCIATES, INC. FOR DESIGN OF THE FOUNDERS
PARKWAY/CROWFOOT VALLEY ROAD INTERSECTION IMPROVEMENT PROJECT
AND THE CROWFOOT VALLEY ROAD WIDENING PROJECT**

WHEREAS, Town staff solicited design proposals for the design of the Founders Parkway/Crowfoot Valley Road Intersection Improvement Project (“Project”); and

WHEREAS, Town staff has followed the guidelines established by the Colorado Department of Transportation (CDOT) for consultant selection; and

WHEREAS, the Project selection team has determined Kimley-Horn & Associates, Inc. was best qualified to complete the design of the Project; and

WHEREAS, the Town of Castle Rock and Kimley-Horn & Associates, Inc. have agreed to the terms and conditions by which Kimley-Horn & Associates, Inc. will provide design services for the Founders Parkway/Crowfoot Valley Road Intersection Improvement Project and the Crowfoot Valley Road Widening Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. Approval. The Town of Castle Rock Services Agreement between the Town of Castle Rock and Kimley-Horn & Associates, Inc. in the form attached as *Exhibit 1* is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the Agreement by and on behalf of the Town of Castle Rock, Colorado.

Section 2. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligation under the Contract, the Town Council authorizes the expenditure and payment from the 2016 appropriation account 135-3175-431.78-39, in an amount not to exceed \$472,920, which includes a Town managed contingency of \$43,000. unless authorized in writing by the Town of Castle Rock

PASSED, APPROVED AND ADOPTED this 15th day of November, 2016 by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ____ for and ____ against.

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

Approved as to content:

Robert Goebel, P.E.
Director of Public Works

**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Founders Pkwy/Crowfoot Valley Road Intersection Improvement and Crowfoot Valley
Road Widening Projects Design Services)**

DATE: _____, 2016.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

KIMLEY-HORN AND ASSOCIATES, INC., a Colorado corporation, 4582 South Ulster Street, Suite 1500, Denver, Colorado 80237 (“Consultant”).

RECITALS:

- A. The Town issued a Request for Proposals from qualified firms with expertise in intersection improvement design services.
- B. Consultant timely submitted its proposal.
- C. Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Consultant shall provide engineering design services for the Founders Parkway/Crowfoot Valley Road Intersection Improvement Project and the Crowfoot Valley Road Widening Project, in accordance with the Scope of Services attached as *Exhibit 1* (“Services”).

Section 2. Payment. Consultant shall invoice Town for the Services rendered on a monthly basis in accordance with the rate and fee schedule attached as *Exhibit 2*. Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$429,920 unless authorized in writing by Town.

Section 3. Completion. Consultant shall commence the Services upon execution of this Agreement and complete the Services by December 31, 2018. Consultant shall devote adequate resources to assure timely completion of the Services. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant. In addition, this Agreement shall terminate on December 31, 2017 in the event funds to support payment under this Agreement are not appropriated for calendar year 2018. The Town’s only obligation in the event of termination shall be payment of fees and

expenses incurred up to and including the effective date of termination. Consultant shall turn over all work product produced up to the date of termination.

Section 4. Subcontractors. Consultant may utilize subcontractors to assist with specialized works as necessary to complete the Services. Consultant will submit any proposed subcontractor and the description of their services to the Town for approval.

Section 5. Assignment. This Agreement shall not be assigned by Consultant without the written consent of the Town.

Section 6. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 7. Prohibition Against Employing Illegal Aliens. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. Consultant is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Consultant shall:

A. Notify the subcontractor and the Town within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employee or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

If Consultant violates a provision of this Agreement required pursuant to C.R.S. §8-17.5-102, Town may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Town.

Section 8. Insurance. Consultant agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Consultant shall procure and maintain, and shall cause each subcontractor of the Consultant to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required

above, except Workers' Compensation and Professional Liability insurance, if applicable, shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Consultant's insurance agent as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Consultant to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

E. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person, \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 9. Indemnification. Consultant expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant.

Section 10. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 11. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 12. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 13. Time of the Essence. Time is of the essence. Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or act of the Client, third parties, or governmental agencies. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 14. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

Section 15. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 16. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Section 17. Independent Contractor. Consultant and Town hereby represent that Consultant is an independent contractor for all purposes hereunder. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

Section 18. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Its: _____

Exhibit 1: Scope of Services

The following scope of services is proposed in response to RFP-SK-2016-3: “Study of the Parking Needs and Potential Short-Term and Long-Term Parking Strategies for Downtown Castle Rock”:

- Task 1: Project Start-up
- Task 2: Review of Existing Plans and Policies
- Task 3: Stakeholder Outreach and Engagement
- Task 4: Parking Inventory, Utilization, and Limited Facility Assessment
- Task 5: Issue Identification and Analysis
- Task 6: Identification of Preliminary Solutions and Recommendations
- Task 7: Preparation of Draft Short- and Long-Term Parking Strategies
- Task 8: Delivery of Final Report

Task 1: Project Start-up

After receiving NTP, Kimley-Horn will work with the Town to develop a detailed project work plan that identifies the scope of work, project schedule, roles and responsibilities for those involved, and the major milestones for the project including a listing of all project deliverables. The Kimley-Horn team will submit the project work plan to the Town of Castle Rock for review and comment. Based on the final project work plan, we will schedule a project kickoff meeting where the Kimley-Horn team and key staff members identified by the Town review and discuss the overall plan for completing this project.

In addition, Kimley-Horn will review the data needs for the project so that there is a clear understanding of what data is needed and the timeframe that it must be provided. We will provide a specific list of data needs prior to this meeting to facilitate this exchange. Probably the most important aspect of this project start-up meeting will be the discussion of the project goals and objectives. This will provide an opportunity to discuss the Town’s vision for the outcome/results of study, review the important planning context, understand existing conditions, and identify any potential issues/landmines of which the project team should be aware before beginning work.

Deliverables:

- Finalized scope of work and schedule; identification of roles and project tasks
- Development of the project management team, including representation from the Town and other key local stakeholders like the Downtown Development Authority (DDA).

Task 2: Review of Existing Plans and Policies

At the outset of the project, Kimley-Horn will review and summarize previous planning studies that provide guidance for both downtown and community development and the overall parking system. We will document key findings, recommendations, goals, and objectives from each of the studies to help inform the direction of this study. Kimley-Horn

assumes that the Town will provide electronic copies (or hard copies, if preferred) of existing planning and policy documents as part of the RFI process.

Deliverables:

- Summary document and discussion to Town project team/stakeholders

Task 3: Stakeholder Outreach and Engagement

Proactive and thoughtful dialogue with the community is key to the Kimley-Horn approach. An effective community engagement process:

- Places mobility management, parking and transportation strategies, programs and policies within the context of a community's larger strategic and development goals
- Provides insight into both real and perceived access and parking challenges, as well as areas of opportunity for future development
- Includes key constituencies, both internal (i.e., Town, DDA staff) and external (i.e., property and business owners, residents, general public) in planning and development efforts from the beginning, building a strong foundation for plan implementation and buy-in.

Kimley-Horn believes in using the planning process as an opportunity to educate key stakeholder groups about the complexity of parking and transportation planning and management. Therefore, we would suggest development of a comprehensive outreach strategy to complement this study.

An example of this comprehensive process includes, but is not limited to, the following approach:

- Create a Project Steering Committee
 - We recommend the development of a Project Steering Committee (consisting of key Town, DDA, and other downtown stakeholders) to help guide the community engagement process and act as a “sounding board” for the Kimley-Horn team.
- Develop a Stakeholder Engagement and Education Strategy
 - Review existing materials, plans, and studies related to stakeholder engagement, communications, educational campaigns, and special projects.
 - Identify outreach formats and tools that will be effective in engaging the Castle Rock community.
 - Outreach strategies could include:
 - Focus groups and/or individual interviews
 - Town Hall forum/charrette
 - Online survey
 - Exploration of other online/digital tools like MetroQuest or mySidewalk
- Conduct Stakeholder Outreach
 - This effort would be done in partnership with and under the guidance of Town staff. The following is a sampling of the type of stakeholder groups we would include in outreach efforts:

- Town leadership and staff
- DDA leadership and staff
- Property owners and developers
- Business owners/merchants
- Restaurant, café, pub owners/managers
- Downtown residents
- Community at-large
- Art, culture, and entertainment venues
- Start-up, technology, Creative Class communities

Deliverables

- Information and data collected from the stakeholder outreach methodologies of choice will be collected, documented, and analyzed. Findings from the data will be presented in a memo that identifies key themes and suggested messaging strategies that support the larger project objectives.

Task 4: Parking Inventory, Utilization, and Limited Facility Assessment

Proper data collection is the foundation of any good parking study and can vary from simple inventories to large-scale turnover and occupancy analysis. The following items are recommended as part of the assessment of short- and long-term parking strategies for Downtown Castle Rock. Our approach assumes that the Kimley-Horn team will analyze data, assess trends, and create summary maps, graphics, and tables.

- **Parking Inventory:** This effort includes parking inventory counts for the downtown area, including public and private parking assets. This will help the project team better understand the overall distribution of available parking, and the location of specific parking types, such as on-street and off-street supply, residential parking, accessible parking, reserved and non-reserved contract parking, high-turnover retail and restaurant spaces, and more. Results will be illustrated in charts and maps that show the number and location of public and private parking spaces in the downtown. Kimley-Horn can also input this data directly into ARC/GIS files.
- **Parking Occupancy Counts:** This effort will assess parking space utilization in the downtown, including documenting hourly utilization patterns throughout the area for public on-street and off-street spaces. This effort will include parking occupancy counts during normal enforcement hours for both weekday and weekend periods. Full details and collection parameters will be developed during scoping and project kickoff. Results will be illustrated in charts and maps that show the level of occupancy by block for different times of the day.
- **Parking Turnover and Duration:** This effort assess the hourly turnover on high-demand short-term parking spaces. Results will be illustrated in charts that show the number of vehicles that are accommodated and hourly turnover by type of spaces.
- **Long-term Use of Short-term Spaces:** This effort will evaluate and account for the frequency of time-limit violations and block face violation avoidance patterns by long-term parkers. The results will help the Town better understand high-violation areas and

opportunities to optimize the parking system. Results will be illustrated in charts that show the number of violators or block face avoidance actions.

The field data collected as part of this task will be used to calibrate parking demand evaluations, develop recommendations, set policies, and provide the general framework for the assessment of short- and long-term parking strategies for Downtown Castle Rock and the accompanying action plan for future parking improvements. This data will be especially helpful as the team measures potential economic impacts of parking rate increases or measures to better balance the overall occupancy and usage of the parking system.

- **Limited Parking and Bicycle Facility Assessment:** As part of the study's data collection phase, the Kimley-Horn team will conduct a limited visual assessment of the condition of the parking facilities, including: pavement conditions, striping stall widths, and signage location/effectiveness. This assessment will also provide best practice recommendations on accessible parking. This effort will evaluate opportunities to incorporate bicycle parking facilities within the study area. This may involve recommendations for above-curb or below-curb improvements depending on visual observations and Town feedback on community needs. Additionally, a review of the Town's bicycle network will be conducted for connectivity and other possible bicycle parking improvements.

Deliverables:

- Inventory of parking spaces, parking occupancy data collection, turnover/duration data collection, parking duration violations, data collection summary document and presentation, presentation, and discussion to Town project team/stakeholders
- Summary document presenting recommendations for bicycle parking and connectivity

Task 5: Issue Identification and Analysis

Following the completion of Tasks 3 and 4, Kimley-Horn will have sufficient information to begin pinpointing critical issues and parking-related problems facing the Castle Rock community. In conjunction with this evaluation of the Town's specific issues, we will use several benchmarking methods to help the Town/DDA understand its issues and move forward into the development of strategies and recommendations.

These will include, but are not limited to:

- High-priority issue identification
- Assessment of parking enforcement practices
- Evaluation of current and future project opportunities
- Shared parking analysis
- Fee-in-lieu program review
- Land use code review

After the completion of the existing conditions documentation, the Kimley-Horn team will present findings to the Town project team, and collaboratively the two teams will develop a list of high-priority issues and a methodology for assessing issues and prioritization. Following this meeting, the Kimley-Horn team will develop problem statements for each high-priority issue, evaluate the impacts and needs for each issue, and develop a list of prioritized issues. This analysis will be used to develop specific recommendations and to

understand needed project phasing and implementation measures. Our “Issues Identification” process identifies specific issues and concerns, categorizes similar or related issues, and provides examples of innovative solutions that have been applied to similar issues from around the country.

As part of this task, Kimley-Horn will also research and review parking management best practices in use throughout the U.S. and internationally. Review materials may include expert opinions, best practices, case studies, and practical applications of parking management strategies.

Deliverables:

- List of Prioritized Issues, summary of Task 2 (Existing Conditions), presentation and discussion to Town project team/stakeholders
- Parking Best Management Practices document

Task 6: Identification of Preliminary Solutions and Recommendations

Following the completion of Tasks 1-5, Kimley-Horn will present a series of preliminary recommendations that are designed to be immediately actionable and will outline a clear path forward for implementation by the Town.

Recommendations could include:

- Development or refinement of parking policies
- Identification and assessment of implementation actions
- Programmatic implications of new parking policies and programs
- Financing methods and/or processes to fund new parking innovations

These preliminary recommendations will be for discussion purposes and will give the Town the opportunity to evaluate and discuss various solutions prior to fully analyzing and finalizing recommendations, which will take place during the next task.

Deliverables:

- Project Action Plan (containing recommendations, responsible parties, funding strategies, and timeline/ phasing recommendations), presentation to Town project team/stakeholders

Task 7: Preparation of Draft Short- and Long-Term Parking Strategies

The Kimley-Horn team will document findings and methodology in a Draft Short- and Long-Term Parking Strategy Report and Implementation Action Plan. Kimley-Horn will distribute hard copies to Town staff reviewers.

The document itself will contain the following:

- Project Purpose
- Planning Context
- Summary of Existing Conditions and Future Demand Projects
- Summary of Issues Analysis
- Action Plan/Funding Options
- Presentation to Board(s) and/or Council as defined in initial project start-up and scoping

The report will be presented to the Castle Rock Town Council and appropriate boards and commissions, as defined in the initial project start-up, scoping, and negotiation.

Deliverables:

- Draft Short- and Long-Term Parking Strategy and Implementation Action Plan

Task 8: Delivery of Final Report

Following the review and compilation of comments from the Town project team related to the Short- and Long-Term Parking Strategy and Implementation Action Plan, Kimley-Horn will revise the report and finalize the report.

Deliverables:

- Short- and Long-Term Parking Strategy and Implementation Action Plan

Exhibit 2: General Fee Schedule

			Project Start-up	Review of Existing Plans & Policies	Stakeholder Outreach & Engagement	Inventory, Utilization & Limited Facility Assessment	Issue Identification	Preliminary Recommendations	Draft Plan	Finalize Report		
Team Member	Functional Role	Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total Hours	Billing
Kimley-Horn and Associates, Inc.												
<i>Hours and Rates</i>												
Vanessa Solesbee	Project Manager / Parking Specialist	\$175.00	10	8	20	15	20	20	16	10	119	\$ 20,825.00
Troy Russ	Assistant Manager / Transportation Planner	\$210.00	4	4	10		10	8	8	4	48	\$ 10,080.00
Brian Valentine	Complete Streets / Civil Engineer	\$165.00	2	2	4	10	8	8	4		38	\$ 6,270.00
Dennis Burns	Parking Specialist	\$225.00	2	2	20		8	8	4	4	48	\$ 10,800.00
Curtis Rowe	QA/QC	\$190.00		2		2	2		2	4	12	\$ 2,280.00
Tanner Simpson	Analyst	\$100.00	2	4	12	25			3	3	49	\$ 4,900.00
<i>Total Hours</i>			20	22	66	52	48	44	37	25	314	*
<i>Labor Subtotal Cost</i>			\$ 3,570.00	\$ 3,800.00	\$ 11,960.00	\$ 7,155.00	\$ 9,100.00	\$ 8,300.00	\$ 6,720.00	\$ 4,550.00	*	\$ 55,155.00
<i>Direct Expenses</i>												
Mileage / Travel			\$50.00		\$1,200	\$500	\$50.00		\$50.00	\$50.00	*	\$1,900.00
Printing/Other											*	\$ -
<i>Direct Expenses Subtotal</i>			\$ 50.00	\$ -	\$1,200	\$500	\$ 50.00		\$50.00	\$50.00	*	\$ 1,900.00
KIMLEY-HORN LABOR AND EXPENSES			\$ 3,620.00	\$ 3,800.00	\$ 13,160.00	\$ 7,655.00	\$ 9,150.00	\$ 8,300.00	\$ 6,770.00	\$ 4,600.00	*	\$ 57,055.00



TOWN OF CASTLE ROCK

DESIGN OF FOUNDERS PKWY/CROWFOOT VALLEY ROAD INTERSECTION IMPROVEMENT PROJECT

AND CROWFOOT VALLEY ROAD WIDENING PROJECT

SCOPE OF SERVICES

Task 1: Scoping and Data Collection Phase

The Kimley-Horn team will perform data collection that will consist of the following:

- Attend and conduct a kick-off meeting with the Town of Castle Rock ("Town") and a scoping meeting with the Town and CDOT.
- Review readily available existing studies and reports provided by the Town and CDOT for the Metzler Ranch developments, adjacent development traffic impact studies, the Canyons South development studies, the Meadows/Founders Corridor Improvement Study, the Town's drainage master plans including the Plum Creek Tributary C & D Waterways Master Plan, and relevant updates to the Town's Transportation Master Plan currently underway.
- Conduct a site visit and compile a photo log to review the existing site conditions.
- Kumar & Associates will conduct a soils investigation and pavement recommendations for the proposed widenings along with foundation recommendations for retaining walls to include:
 - a. Review readily available applicable documents related to the design and construction of the original roadway sections. The documents will include previous geotechnical engineering and pavement design studies along with the construction plans and specifications.
 - b. Drill 18 exploratory borings in the widening areas at a maximum boring spacing of approximately 250 feet. We estimate that up to eight borings will be drilled in the approximate limits of the retaining walls with the remaining 10 borings drilled in the existing pavement or within the limits of the proposed widening. The depths of the borings will range from 20 to 25 feet for the four borings drilled for the retaining walls and 5 to 10 feet for the remaining borings. The final depth of the borings will be determined in the field as drilling progresses and as the subsurface profile becomes evident. The borings will be made to obtain information on the existing pavement section type and thickness, the underlying subsurface profile, to obtain samples for laboratory testing, and to estimate the ground-water level and depth to bedrock, if encountered within the drilled depth.
 - c. The team will coordinate with the Utility Notification Center of Colorado to locate buried utilities prior to drilling. Obtain a ROW Use Permit from the Town of Castle Rock prior to commencing with the drilling/field program. It is anticipated that this permit will be a "no-fee" permit from the Town.
 - d. Conduct a laboratory testing program on selected samples obtained from the borings to determine:
 - i. Moisture content
 - ii. Density of undisturbed fine-grained samples
 - iii. Gradation characteristics of coarse-grained samples
 - iv. Consolidation and/or swell potential of fine-grained soil samples
 - v. Atterberg limits
 - vi. Water Soluble Sulfates
 - vii. Hveem Stabilometer (R-value)
 - e. Analyze the data obtained from the field and laboratory portions of the study to provide engineering recommendations for:

- i. Confirmation of the suitability of the existing pavement section based on the subgrade support characteristics and the most currently available traffic volume estimates.
 - ii. New pavement section thickness based on the Town of Castle Rock Roadway Design and Construction Manual
 - iii. Subgrade preparation measures including stabilization requirements of soft/saturated areas if applicable
 - iv. Foundation type or types, depths and allowable bearing pressures for the structures for the proposed retaining walls.
 - v. Lateral earth pressures and backfill criteria
 - vi. Earthwork recommendations, including temporary slopes, suitability of on-site soils for use as engineered fill, and fill placement and compaction criteria
 - vii. Foundation construction criteria
 - viii. Utility excavation and backfill
 - ix. Subgrade stabilization requirements for soft/saturated areas, if applicable
 - x. Mitigation of sulfate attack, if any, on concrete
- f. Prepare a report to summarize the site exploration data, laboratory test results, observations, and provide our conclusions and recommendations. The field work and report preparation will be supervised by a registered professional engineer.
- Kimley-Horn's arborist will review the project site and prepare an existing tree inventory and conditions assessment.
- Survey and ROW Base Mapping – Kimley-Horn will partner with Aztec Consultants to perform a topographical survey of the project limits in accordance with CDOT procedures to include:
 - a. Right of Entry Permitting
 - i. Obtain necessary written permission to enter adjacent properties utilizing CDOT form 730.
 - ii. Submit signed permissions to the county/PM prior to entering property.
 - b. Project Meetings
 - i. Aztec Project Manager will attend four (4) meetings that include an Initial Kick-off meeting, FIR and FOR and ROWPR meeting.
 - c. HARN Survey
 - i. Aztec will establish a minimum of Six (6) horizontal and vertical control points for the site based on NGS/HARN control points. Coordinates will be Colorado State Plane
 - ii. Central Zone modified to ground (matching Town of Castle Rock datum). Vertical Datum will be NAVD88 to match Town of Castle Rock datum.
 - iii. Set site control points away from traffic and construction.
 - d. Topographic Survey
 - i. Field survey to locate all improvements and ground features within the survey limits.
 - ii. The survey limits are outlined in red on the attached "EXHIBIT A".
 - iii. All visible natural and improved features will be located including, roadways, sidewalks, curb & gutter, signs, striping, fences, buildings, walls, grade breaks, slopes, ditches, trees larger than 4" in diameter, etc.
 - iv. Survey all dry utility markings.
 - v. As-built survey of sanitary and storm manholes, structures and inverts within the survey limits and extended to the next on line manhole or structure outside the limits.
 - vi. Prepare a topographic base map in AutoCAD format containing points, planimetrics, utilities, 1' contours and DTM.
 - vii. Provide TMOSS data files.
 - viii. Provide ASCII text file of all point shots.
 - e. Underground Utility Locating

- i. We will partner with a utility locating company to have the underground utilities marked within the mapping limits as outlined in red on the attached “EXHIBIT A”. All known utilities that are capable of “Electronic Designation” will be located. Utilities must have a “Traceable” line in order to be deemed “Locatable”. Any utilities without a “Traceable” line cannot be located.

EXHIBIT A
Survey Limits



- f. ROW/Ownership Survey
 - i. Research Douglas County records to obtain subdivision plats, Land Survey Plats and deeds relevant to the project corridor and adjacent properties.
 - ii. Field survey to locate property corners, section corners and ROW markers controlling the ROW lines and adjacent parcel boundaries.
 - iii. Resolve all gaps and overlaps between record and as-measured data.
- g. Legal Descriptions (7)
 - i. Prepare up to seven (7) legal descriptions per CDOT specifications and signed and sealed by a Colorado Licensed Professional Land Surveyor.
- h. Title Reports
 - i. Obtain up to seven (7) title reports as necessary for property acquisitions. If additional title reports are necessary due to the acquisition of additional parcels, additional fees will apply.
- i. Utility Pothing to establish vertical utility depth at potential conflict areas.
 - i. Up to three days of pothing will be conducted.
- Pinyon Environmental will conduct an initial environmental site assessment to identify potentially impacted resources that should be reviewed during the design.

Task 1 Deliverables:

- ROW and Topographic Survey Base Map
- Title Reports (up to 7)
- Legal Descriptions (up to 7)
- Utility Pothole Log
- Preliminary Geotechnical Report
- Existing Tree Inventory
- Existing Conditions Photo Log

At the conclusion of the data collection phase, the Kimley-Horn team will review the data collected to identify issues or constraints that may affect the project cost and schedule and conduct a progress meeting to review the data with the Town.

Task 2: Conceptual Design Phase

Kimley-Horn will develop up to three conceptual designs for the base configuration and geometric design alternates for the ultimate intersection configuration. The alternative layouts will be sufficient for analyzing the treatment of the intersection, lane geometry, truck turning movements, and pedestrian and bicycle movements, and to identify associated impacts at a planning level sufficient for alternative screening. It is anticipated that the alternatives consist of:

- Traditional full signal control intersection with additional travel and turn lanes described in the Town's RFP
- Continuous Green T Intersection
- Roundabout
- Continuous Flow Intersection

Kimley-Horn will evaluate the alternatives in an evaluation matrix, which will include project objectives and measures of effectiveness to help rank the alternatives. Evaluation criteria will include:

- Effectiveness to address the Town's objectives
- Effectiveness to address safety concerns
- Effectiveness to improve operations of the intersection
- Pedestrian and bicycle safety and accommodations
- Operational capacity for current traffic and 2040 traffic volumes
- Environmental impacts and impacts to adjacent properties
- Right-of-way impacts and acquisition needs
- Construction phasing, MHT, and impacts to traffic during construction
- Conceptual construction cost opinion

Kimley-Horn will also develop two conceptual designs for the widening of Crowfoot Valley Road to its ultimate proposed section of 5-lanes from the intersection of Founders Pkwy to approximately Timber Canyon Drive. It is anticipated that the two alternatives will be:

- Maintaining the existing west curb and gutter, widening to east, and using retaining walls to reduce impacts to the Timber Canyon property.

- Locating the east edge of improvements to reduce impact to the Timber Canyon property, widening toward the west, and reconstructing the west curb, gutter and sidewalk.

The two alternative Crowfoot Valley Road alignments will be compared for conceptual construction costs, impacts to adjacent properties, and land acquisition needs.

Kimley-Horn will summarize the alternatives in a Conceptual Design Report and assist the Town in selection of a preferred alternative. We anticipate one review meeting to discuss the Report, and any changes will be included in the subsequent tasks. We do not anticipate a round of comments and revisions for the Report.

Task 2 Deliverables:

- Conceptual Design Report
- Conceptual OPCC for Intersection Improvement Alternatives
- Conceptual OPCC for Crowfoot Widening Alternatives

Task 3: Preliminary Design Phase

For the preliminary design, we have assumed that the intersection design will consist of a traditional intersection with the lane widening improvements described in the RFP. We have not provided scope for one of the alternative layouts (Continuous Green T, Roundabout, or CFI). However, the design scope can be adjusted should one of the alternative designs be selected as the preferred alternative.

Kimley-Horn will prepare the preliminary design for submittal to the Town and CDOT at the FIR stage. Roadway designs will consist of the following:

Founders Pkwy and Intersection Improvements:

- Converting the inside eastbound Founders through lane to a 2nd left turn lane at the Founders and Crowfoot intersection
- Addition of a through lane from Woodlands to Ave Del Sol
- Addition of a 2nd northbound receiving lane on Crowfoot Valley Rd with shoulder. This lane will merge to a single northbound lane to match the existing roadway prior to Knobcone Drive.
- A southbound free right turn lane onto Founders Pkwy made possible by extending a third lane along Founders Pkwy to Woodlands and converting it to a shared right/through consistent with current laneage on SH-86
- ADA ramps and signal modifications at the intersection

Crowfoot Valley Road Improvements:

- Widening Crowfoot Valley Road to a 5-lane section with sidewalk from the proposed intersection improvements at Founders Pkwy to approximately Timber Canyon Drive. The full width widening will be designed to the intersection of Knobcone Drive and extend beyond Knobcone north to provide the required merge length. The northbound merge will be designed using striped tapers and appropriate warning signs.

Kimley-Horn will review the need for retaining walls to keep improvements within existing right-of-way or limit impacts to adjacent properties. We will review feasible wall types and prepare a Retaining Wall Type Selection

Report for submittal to CDOT and the Town. We have included fees to design up to 1,400 linear feet of retaining walls as may be required for the project.

Kimley-Horn will review the available drainage reports for the area, and conduct a hydraulic analysis of the proposed improvements to determine improvements needed to the existing drainage system. The results of this review will be summarized in a memorandum of drainage for submittal to the Town and CDOT. We understand that both Founders Pkwy and Crowfoot Valley Road have existing storm sewer systems. We have assumed that storm sewer improvements will consist new inlets and lateral storm sewer to connect to the existing mainline. We have assumed that the existing drainage system has capacity for the increased project runoff and have not included fees to design improvements to the mainline drainage system.

Kimley-Horn will evaluate the proposed improvement's impact to the existing detention and water quality facilities at the intersection of Founders Pkwy and Crowfoot Valley Road and make recommendations for adjustments to these ponds if required. We have assumed that the existing ponds have capacity for the additional runoff and that designs will consist of minor grading modifications to accommodate the adjacent roadway grading.

Kimley-Horn will evaluate the potential impacts to existing utilities for utility conflicts and possible relocations. We will coordinate with CDOT Utilities and the private utility owners to prepare the Utility Relocation Agreements (URAs) to support the necessary CDOT utility clearance. We have assumed that utility relocations, if needed, will be designed by the utility and have not included fees to design utility relocations, but can provide those upon request.

Pinyon Environmental will conduct the environmental investigations to support the required CDOT environmental clearance. As this project will be funded in part using state monies, and is part of the state highway system, provisions of the National Environmental Policy Act (NEPA) must be followed. Environmental documentation as a CatEx is anticipated. The following are the environmental tasks that will be performed:

- **Historic Resources:** A Pinyon staff historian will perform a COMPASS database search and review of County assessor's data. This scope assumes there are no eligible historic resources or resources that need to be assessed for eligibility will be impacted by the proposed actions and the results of the search will be documented in a brief memorandum. Should additional resources be found that are eligible for listing on the National Register of Historic Places (NRHP) or that need to be assessed for eligibility and that are expected to be impacted, additional scope and fee will be required for eligibility and effects determination and Section 4(f) documentation.
- **Biological Resources:** Pinyon biologist will evaluate sensitive biological resources, including federally and state-listed threatened and endangered species, Senate Bill 40, noxious weeds, prairie dogs, wetlands, and migratory birds. Species-specific surveys, noxious weed management plans, and/or mitigation plans may also be necessary, but are not included in this proposal. This information will be presented in a Biological Resources Report.
- **Waters of the U.S. (WUS), including Wetlands:** There is one potential jurisdictional WUS in the project vicinity. Pinyon's biologists will conduct a wetland delineation (if wetlands are present) in accordance with US Army Corps of Engineers (USACE) and CDOT protocols. Using this information and information from Kimley-Horn, (e.g., impacts, both temporary and permanent) Pinyon will prepare a Preconstruction Notice

for the USACE Section 404 permit. It is assumed that impacts would be minimal and will be permitted with under Nationwide Permit 14. It is assumed that impacts to wetlands will not be greater than 500 square feet; therefore, a CDOT Wetland Finding Report will not be required. If the proposed action requires an individual permit or CDOT Wetland Finding Report, Pinyon will provide a revised scope and fee. At this time, it is assumed that no mitigation will be required for the proposed project.

- **Hazardous Materials:** Commercial and industrial activities may occur in the vicinity of the project. Pinyon will document these conditions in an Initial Site Assessment report and present recommendations for handling hazardous materials if needed. A file search and regulatory agency review will be conducted as part of this task; interviews will not be conducted. Pinyon assumes that Kimley-Horn will obtain the necessary permission to enter documentation. Phase 2 work is not included in this scope or associated fee.
- **Carbon Monoxide Hot Spot Air Quality Analysis and Reporting:** Based on review of the project, one intersection (Founders Parkway and Crowfoot Valley Road) will require hot spot analysis due to added capacity. Hot spot analysis will involve running the Environmental Protection Agency's MOVES vehicle emissions model to generate emissions factors for vehicles in the project area, which will then be utilized along with background pollutant concentrations, intersection geometry and traffic data, and worst-case meteorological assumptions in the CAL3QHC dispersion model to predict ambient pollutant concentrations for near-road receptors. Prior to completing the air-quality analysis, Pinyon will coordinate with Kimley-Horn, and with the Colorado Department of Public Health and Environment (CDPHE) air-quality specialists and/or CDOT air-quality specialists, to confirm approach, what data/variables to use, and which assumptions to make for the model required for the analysis. Pinyon will produce a technical memorandum summarizing the methodology and results of the hot spot analysis. The memorandum is assumed to have one round of review by CDOT.
- Pinyon assumes that the following data will be provided to us for input into the CAL3QHC model:
 - MOVES emissions factors (from CDPHE);
 - Traffic data (e.g. Synchro report) and roadway geometry for all alternatives (from Kimley-Horn); and
 - Background pollutant concentrations and persistence factor for the project area (from CDPHE)
- **Traffic Noise Analysis and Reporting:** Based on discussion with CDOT, the intersection and widening along Crowfoot Valley Road will require noise modeling due to a change of greater than five feet in horizontal alignment. It is warranted to assess traffic noise impacts on future development in the area directly adjacent to the widening of Crowfoot Valley Road as well as the Founders Parkway and Crowfoot Valley Road intersection. Traffic noise analysis will consist of collecting field measurements to determine current conditions and an assessment of future conditions utilizing the Federal Highway Administration's Traffic Noise Model (TNM2.5). This scope and fee assumes that mitigation analysis will be required (i.e., noise levels exceed the standards), but does not include any final design of noise barriers. If initial barrier analysis shows that noise walls are feasible and reasonable, Pinyon will provide a revised scope and fee. Pinyon will coordinate with Kimley-Horn, and with the CDOT noise specialist, to confirm approach, what data/variables to use, and which assumptions to make for the model required for the analysis. Pinyon will

produce a technical memorandum summarizing the methodology and results of the hot spot analysis. The memorandum is assumed to have one round of review by CDOT.

CDOT Form 128 includes other documentation requirements that were not included at this time. Based on the project description, section 4(f), section 6(f), archeology and paleontology resources are not expected to be required and is not included in this scope or associated fee.

Following completion of the preliminary construction plans, Kimley-Horn will prepare a preliminary quantities estimate and an opinion of probable construction cost (OPCC). Two OPCC's will be prepared for the Town: one for the base project (the Founders Pkwy and Crowfoot Intersection Improvements) and one for a bid alternate for the widening of Crowfoot Valley Rd. We will prepare preliminary project special provisions and the PS&E Package for submittal to the Town and CDOT.

All submittal formats for this project will be: electronic plans (PDF); CAD files (AutoCAD drawings), Specifications (Word), Cost Estimate (Excel). Hard copies of plan submittals will be provided upon request as a reimbursable expense.

Following review by the Town and CDOT, Kimley-Horn will attend the FIR Review meeting to review the plan comments for the Founders Pkwy and Crowfoot Valley Rd Intersection Improvements. A separate preliminary design review meeting will be held with the Town to review comments on the Crowfoot Valley Rd Widening project. Any final comments will be addressed during the Final Design Phase.

Task 3 Deliverables:

- Preliminary Construction Plans
- Preliminary OPCC
- Preliminary Specifications in CDOT Format
- Environmental Reports
- Noise Analysis for Intersection and Crowfoot Valley
- Utility Relocation Agreements (for utility signatures)

Task 4: Final Design Phase

Following the FIR Review, Kimley-Horn will prepare final construction plans for the proposed improvements. The final plans will address the FIR comments generated from the final design review and will include the remaining construction plan sheets not included in the FIR Submittal. The construction plans will be prepared in CDOT plan format and consist of the following:

- Title Sheet
- General Notes
- Standard Plans List
- Typical Sections
- Summary of Approximate Quantities (divided into Bid Schedule A – Founders Intersection and Schedule B – Crowfoot Widening)
- Survey Control Plan
- Horizontal Control Plan

- Right-of-Way Plans
- Removal and Reset Plan
- Existing Utilities and Utility Relocation Plan
- Subgrade and Pavement Plan
- Roadway Plan and Profile
- Intersection Detail Plans
- Sidewalk and Pedestrian Ramp Spot Details
- Signage and Striping Plan
- Storm Sewer Improvement Plans
- Stormwater Management Plans (GESD)
- Traffic Signal Modification Plans
- Retaining Wall Plan and Profile Plans
- Landscaping Restoration/Irrigation Plan
- Traffic Control/Construction Phasing Plan
- Cross-sections (at 50-foot intervals)

Aztec will prepare ROW Plans in CDOT plan format to support the required right-of-way clearance. This work will consist of:

- Review project coordinate system and basis of bearing from Control Survey prior to calculations.
- Review and tabulate all found boundary and right of way evidence.
- Label all monuments found with description of monument and Project coordinates.
- Label all aliquot lines and found corner monuments and describe each found corner.
- Compute alignment of ROW centerline and store coordinates of all found monuments within the first tier of properties left and right of Centerline.
- Review ownership documents (Memoranda of Ownership and/or title commitments deeds and supporting plats).
- Number ownerships alternately as they occur along the centerline from south to north or west to east in the same direction as the stationing. Show current names of owners and lessees.
- Calculate the total area of all ownerships affected, including coordinates of all property corners.
- Deduct areas for existing road Rights-of-Way. Bearings and distances do not need to be shown on ownership Maps.
- Create a Tabulation of Properties for the proposed right of way parcels and proposed easements.
- Create a Tabulation of Monumentation to be set for the proposed right of way parcels and proposed easements.
- Transmit finished reproducible ownership map, electronic drawing files, with all calculations, field notes, and supporting data. The ownership map will include a copy of the control and monumentation sheet
- Prepare ROW plans in accordance with the current version of the CDOT ROW manual.
- Plan set will include Title Sheet, Tabulation of Properties, Survey Control Plan, Monumentation Sheet, Plan Sheet and Ownership Maps.
- Address comments arising from the official review of the plan set.

Pinyon Environmental will complete the top portion of CDOT Form 128 as a requirement for right-of-way plan approval.

Kimley-Horn will prepare and submit the FOR PS&E package that will consist of the final construction plans, final specifications, final quantities estimate, and a final opinion of probable construction cost (OPCC). Two plan packages will be prepared for the Town: one for the FASTER project (the Founders Pkwy and Crowfoot Intersection Improvements) and one for a bid alternate for the widening of Crowfoot Valley Rd. We will prepare preliminary project special provisions and the PS&E Package for submittal to the Town and CDOT.

Following review by the Town and CDOT, Kimley-Horn will attend the FOR Review meeting to review the plan comments for the Founders Pkwy and Crowfoot Valley Rd Intersection Improvements. A separate final design review meeting will be held with the Town to review comments on the Crowfoot Valley Rd Widening project. Comments received during the FOR meeting will be addressed and a final PSE&E Package will be provided to the Town. The project team will prepare final documentation for the Utility, Right-of-Way, and Environmental clearances.

Task 4 Deliverables:

- Final FASTER Project Construction Plan Set (Founders Pkwy and Crowfoot Intersection Improvements)
- Final Crowfoot Valley Road Widening Construction Plan Set
- Final Project Special Provisions and Technical Specifications
- Final Drainage Memorandum
- Final Geotechnical Recommendations
- CDOT Clearance Documentation and Utility Clearance Letters
- Final CDOT ROW Plans
- Final Opinion of Probable Construction Costs

Task 5: Bidding and Construction Phase Services

Kimley-Horn will provide limited bidding and construction phase services to the Town for this project. Kimley-Horn will support the Town with attendance at pre-bid meeting and answering contractor questions during the bid. Kimley-Horn will review contractor shop drawings and providing clarification of our documents as requested by the Town during the construction phase of the project. Should additional effort be requested by the Town beyond the stated limit, Kimley-Horn will notify the Town.

Kimley-Horn has no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices. Kimley-Horn will not direct the work of the Contractor, guarantee the performance of the contracts, nor accept responsibility for the Contractor's means, methods, and safety at the site. Kimley-Horn will not be responsible for acts or omissions of the Contractor or any of its subcontractors, suppliers, or vendors.

For budgeting purposes, we have included up to 38 hours for bidding and construction phase services. Should additional services or effort be requested by the Town beyond the stated limit, Kimley-Horn can provide these for an additional fee.

Task 6: Project Management, Meetings & Coordination

Kimley-Horn will prepare monthly progress reports and attend bi-weekly progress meetings. We have estimated up to 15 meetings to support this task.

Task 7: Public Outreach

Kimley-Horn will assist the Town with public outreach during the design phase of the project, consisting of the following:

- Attend up to 2 public outreach or Town Council meetings
- Conduct up to three public open houses, including preparing up to 2 exhibits
- Conduct up to 6 small group or individual property owner meetings

ADDITIONAL SERVICES

Kimley-Horn may, upon request and written authorization from the Client, provide services in addition to those identified herein. Any items requested that are not specifically outlined in the Scope of Services will be considered additional services and may be provided based on a mutually agreed upon scope, fee and schedule as authorized by the Client.

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

END OF DOCUMENT

Town of Castle Rock
Founders Pkwy and Crowfoot Valley Rd Intersection Improvements and
Crowfoot Valley Rd Widening

Estimate of Hours and Fees

Services Agreement
Exhibit 2

		Kimley-Horn and Associates, Inc.							TOTALS
Item	Task	Project Principal	Senior Prof.	Professional	Analyst II	Analyst I	Support Staff	Subconsult.	
	Rate	\$ 215.00	\$ 190.00	\$ 135.00	\$ 110.00	\$ 100.00	\$ 80.00		
	Hours	121.0	372.0	586.0	474.0	578.0	34.0		
	Estimated Total	\$ 26,015.00	\$ 70,680.00	\$ 79,110.00	\$ 52,140.00	\$ 57,800.00	\$ 2,720.00		
	Estimated Total by Firm	\$ 288,465.00						\$ 139,355.00	
Task 1	Scoping and Data Collection Phase								
1.1	Project Startup and Kickoff Meeting	2.0	4.0	2.0					8.0
1.2	Initial Scoping meeting with Town and CDOT	4.0	4.0	4.0				800	12.0
1.3	Collect and Review Available Traffic/Drainage Studies and Master Plans	2.0	4.0	10.0					16.0
1.4	Project Site Visit, Existing Conditions Assessment, and Photo Log		3.0	4.0					7.0
1.5	Design Scoping Review and CDOT Form 463 Design Criteria		2.0	2.0					4.0
1.6	Geotechnical Investigation, Pavement Design and Foundations Report (Kumar)			4.0				18,800	4.0
1.7	Existing Tree Inventory and Conditions Assessment		8.0						8.0
1.8	Survey and Right-of-Way Mapping (Aztec)								-
	Right of Way Entry Permitting							800	-
	HARN Network and Control							2,000	-
	Topographic Survey							13,760	-
	LIDAR Survey for Founders/Crowfoot Intersection							2,880	-
	Horizontal Utility Locates							4,965	-
	ROW/Ownership Survey							5,800	-
1.9	Prepare Project Base Map			2.0	6.0				8.0
	Task Subtotal Hours	8.0	25.0	28.0	6.0	-	-		67.0
	Task Subtotal Fee	\$ 1,720.00	\$ 4,750.00	\$ 3,780.00	\$ 660.00	\$ -	\$ -	\$ 49,805.00	\$ 60,715.00
Task 2	Conceptual Design Phase								
2.1	Review Previous Traffic Data and Develop Forecasted Traffic Volumes	4.0	4.0	16.0					24.0
2.2	Traffic and Safety Analysis for Developed Alternatives	20.0	10.0		32.0				62.0
2.3	Conceptual Design of up to three Alternative Intersection Configurations	2.0	8.0	48.0	16.0	24.0			98.0
2.4	Conceptual Design of up to two Alterantive Crowfoot Valley Road Alignments		8.0	24.0	8.0				40.0
2.5	Develop Screening Criteria and Evaluate Alternatives	8.0	12.0	16.0					36.0
2.6	Conceptual Design Report with Recommended Alternative	8.0	10.0	12.0					30.0
2.7	Alternative Review Meetings and Coordination with CDOT	4.0	12.0						16.0
	Task Subtotal Hours	46.0	64.0	116.0	56.0	24.0	-		306.0
	Task Subtotal Fee	\$ 9,890.00	\$ 12,160.00	\$ 15,660.00	\$ 6,160.00	\$ 2,400.00	\$ -	\$ -	\$ 46,270.00
Task 3	Preliminary Design Phase								
3.1	Preliminary Roadway Design	4.0	6.0	110.0	40.0				160.0
3.2	Traffic Signal Modification Design		1.0	6.0					7.0
3.3	Hydrology		2.0	8.0		32.0			42.0
3.4	Conduct Hydraulic Analysis and Sizing for Drainage Structures/Modifications		4.0	6.0	24.0	8.0			42.0
3.5	Evaluate and Design Water Quality Features		4.0	12.0	32.0				48.0
3.6	Preliminary Retaining Wall Design and Selection Report (assumes up to 1400 linear ft.)	8.0	24.0	30.0	20.0				82.0
3.7	CDOT Local Agency Coordination	2.0	24.0					3,600	26.0
3.8	CDOT ROW Clearance (Aztec)								-
	Prepare CDOT Survey Data Submittal							2,200	-
	Obtain and Prepare up to 7 Title Commitments and Legal Descriptions		4.0	4.0				10,500	8.0
3.9	CDOT Environmental Clearance (Pinyon)								-
	Air Quality Assessment			4.0				7,125	4.0
	Historic Resources Memorandum							1,645	-
	Biological Resources (TES, SB 40, Noxious Weeds, Prairie Dogs, MBTA)							4,920	-
	Waters of the US							2,530	-
	Hazardous Materials							6,220	-
	Noise Analysis (Intersection & Crowfoot Valley)		4.0	4.0				21,150	8.0
3.10	CDOT Utility Clearance								-
	Identify Possible Utility Conflicts and Coordinate with Affected Utilities for Letters		2.0	2.0	8.0	20.0			32.0
	Utility Potholing (assumes up to 4 days and \$3,400/day plus traffic control)		2.0	6.0				10,200	8.0
3.11	QA/QC and Constructability Reviews	10.0	10.0	4.0					24.0
3.12	Preliminary Quantities and Opinion of Probable Construction Cost		1.0	6.0		14.0			21.0
3.13	Preliminary Technical Specifications and PSP		1.0	4.0		8.0	2.0		15.0
3.14	Preliminary PS&E Package			2.0		4.0	2.0		8.0
3.15	FIR Review Meeting		4.0	4.0			2.0	800	10.0
3.16	Separate Town Preliminary Review Meeting for Crowfoot Improvement		4.0	4.0			2.0		10.0
	Task Subtotal Hours	24.0	97	216	124	86	8		555.0
	Task Subtotal Fee	\$ 5,160.00	\$ 18,430.00	\$ 29,160.00	\$ 13,640.00	\$ 8,600.00	\$ 640.00	\$ 70,890.00	\$ 146,520.00
Task 4	Final Design Phase								
4.1	Final Roadway Design	1.0	6.0	40.0	60.0	16.0			123.0
4.2	Final Drainage and Water Quality Design	1.0	2.0	4.0	10.0	16.0			33.0
4.3	Prepare GESK Plans and Report	1.0	2.0	2.0	10.0	24.0			39.0
4.4	Prepare Final Drainage Memorandum	1.0	4.0	2.0		16.0	2.0		25.0
4.5	Prepare Construction Plans								-
	Title Sheet		1.0	1.0		4.0			6.0
	General Notes			1.0		4.0			5.0
	Standard Plans List			1.0		4.0			5.0
	Typical Sections		1.0	2.0	8.0	12.0			23.0
	Summary of Approximate Quantities			1.0		6.0			7.0
	Tabulation Sheets			6.0	8.0	24.0			38.0
	Survey Control Diagram					2.0			2.0
	Geometric Layout Sheet			1.0		6.0			7.0
	Overall Utility Plans			2.0		20.0			22.0
	Removal and Reset Plans			2.0	4.0	16.0			22.0
	Roadway Plan		4.0	10.0	20.0	40.0			74.0
	Roadway Profile		2.0	6.0	12.0	20.0			40.0
	Paving Plan			4.0		16.0			20.0
	Intersection Plans with Ramp Details			2.0	8.0	16.0			26.0
	Retaining Wall Plans (up to 1400 LF)		8.0	32.0	38.0	30.0			108.0
	Storm Sewer Plans		2.0	4.0	8.0	30.0			44.0
	Water Quality Pond Modification Plans			2.0	6.0	16.0			24.0
	Grading and Erosion Control Plans				4.0	10.0			14.0
	Signage and Striping Plans			3.0		20.0			23.0
	Traffic Signal Plans		1.0	2.0	4.0	12.0			19.0
	Construction Phasing and Traffic Control Plans		2.0	6.0		24.0			32.0
	Roadway Cross Sections			2.0		10.0			12.0
4.60	CDOT ROW Plans							13,760	-
	CDOT ROWPR Meeting		3.0					500	3.0
4.7	Final Technical Specifications and PSP			4.0		8.0			12.0
4.8	Final QA/QC and Constructability Reviews	4.0	8.0	8.0					20.0
4.9	Final Quantities and Opinion of Probable Construction Cost		1.0	4.0		10.0			15.0
4.10	Final Technical Specifications and PSP			4.0		8.0	2.0		14.0
4.11	Prepare 90% PS&E Submittal Packages		1.0	2.0		8.0	2.0		13.0
4.12	FOR Review Meeting	4.0	4.0	4.0				800	12.0
4.13	Separate Town Final Review Meeting for Crowfoot Improvement	4.0	4.0	4.0					12.0
4.14	Final 100% PS&E Package	1.0	2.0	12.0	40.0	20.0			75.0
	Task Subtotal Hours	17.0	58	180	240	468	6		969.0
	Task Subtotal Fee	\$ 3,655.00	\$ 11,020.00	\$ 24,300.00	\$ 26,400.00	\$ 46,800.00	\$ 480.00	\$ 15,060.00	\$ 127,715.00
Task 5	Bidding & Construction Phase Services								
5.1	Attend Pre-Bid Meeting and Respond to Contractor Questions		2.0	8.0					10.0
5.2	Review Contractor Shop Drawings for Conformance with Contract Documents		2.0	8.0	16.0		2.0		28.0
	Task Subtotal Hours	-	4.0	16.0	16.0	-	2.0		38.0
	Task Subtotal Fee	\$ -	\$ 760.00	\$ 2,160.00	\$ 1,760.00	\$ -	\$ 160.00	\$ -	\$ 4,840.00
Task 6	Project Management, Meetings and Coordination								
6.1	Project Scheduling and Monthly Progress Reports	4.0	12.0				12.0		28.0
6.2	Bi-Weekly Progress Meetings and Coordination (assumes up to 15 meetings)	10.0	80.0	16.0				3,600	106.0
	Task Subtotal Hours	14.0	92.0	16.0	-	-	12.0		134.0
	Task Subtotal Fee	\$ 3,010.00	\$ 17,480.00	\$ 2,160.00	\$ -	\$ -	\$ 960.00	\$ 3,600.00	\$ 27,210.00
Task 7	Public Outreach								
7.1	Attend up to 2 small Public Outreach Meetings or Council Presentations	4.0	8.0						12.0
7.2	Conduct Public Open House (assumes up to 3 meeting with up to 2 exhibits)	8.0	12.0	6.0	32.0		6.0		64.0
7.3	Conduct up to 6 small group stakeholder or property owner meetings		12.0	8.0					20.0
	Task Subtotal Hours	12.0	32.0	14.0	32.0	-	6.0		96.0
	Task Subtotal Fee	\$ 2,580.00	\$ 6,080.00	\$ 1,890.00	\$ 3,520.00	\$ -	\$ 480.00	\$ -	\$ 14,550.00
	Total Labor Fee								\$ 427,820.00
	Reimbursable Expenses								\$ 2,100.00
	Contract Total								\$ 429,920.00