



**SECOND AMENDMENT TO  
TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(Fifth Street Improvements Project – Public Works)**

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**DATE:** \_\_\_\_\_.

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

**STANLEY CONSULTANTS, INC.**, an Iowa corporation, 225 Iowa Avenue, Muscatine, Iowa 52761, with a local mailing address of 1900 W. Littleton Boulevard, Littleton, Colorado 80120 (“Consultant”).

**RECITALS:**

- I. The Town and Consultant entered into a Town of Castle Rock Services Agreement on June 15, 2021 and a First Amendment to the Town of Castle Rock Services Agreement on April 11, 2023 (collectively, the “Agreement”), to provide engineering design and general technical support services set forth in the Agreement, and attached hereto as *Exhibit A-2*.
- II. The parties desire to amend the Agreement to increase payment to Consultant; set an end date for the term of the Agreement; and update the scope of work.
- III. The Town and Consultant wish to memorialize this change in this Second Amendment to Town of Castle Rock Services Agreement (“Second Amendment”).

**TERMS:**

1. **Amendment.** Section 1 of the Agreement is amended to read as follows:  

“ **Section 1. Scope of Services.** Consultant shall provide engineering design and general technical support services related to the Fifth Street Improvements Project, in accordance with the scope of services attached as *Exhibit I* to the Agreement as amended by *Exhibit B-2* to the Second Amendment (“Services”). ”
2. **Amendment.** Section 2 of the Agreement is amended to read as follows:  

“ **Section 2. Payment.** Consultant shall invoice Town upon completion of the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit B-2* of the Second Amendment. The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed **\$415,000.00** for the Amended Term, unless authorized in writing by Town.”
3. **Amendment.** Section 3 of the Agreement is amended to read as follows:



“ **Section 3. Term.** Consultant shall commence the Services on June 21, 2021. The Term of this Agreement shall expire on December 22, 2026 (the “Amended Term”). Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. 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.

The Town shall have the right to terminate this Agreement at an time with 30 days written notice to Consultant. 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. In addition, this Agreement shall terminate December 31, 2024 in the event funds to support payment under this Agreement are not appropriated for calendar year 2025. Similarly, this Agreement shall terminate December 31, 2025 in the event funds to support payment under this Agreement are not appropriated for calendar year 2026. ”

4. **Certificate of Insurance.** An updated Certificate of Insurance is attached as *Exhibit C-2*.

5. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

**ATTACHED EXHIBITS:**

EXHIBIT A-2 – AGREEMENT

EXHIBIT B-2 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C-2 – CONSULTANT’S CERTIFICATE OF INSURANCE

**[SIGNATURE BLOCK TO FOLLOW]**



**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Sarah Jean Rodger, Assistant Town Attorney

\_\_\_\_\_  
Daniel Sailer, Public Works Director

**CONSULTANT:**

STANLEY CONSULTANTS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_



**EXHIBIT A-2**

AGREEMENT

**TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(Fifth Street Improvements Project)**

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**DATE:** June 15, 2021

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

**STANLEY CONSULTANTS, INC.**, an Iowa corporation, 8000 South Chester Street, Suite 500, Centennial, CO 80112 (Consultant).

**RECITALS:**

- A. The Town issued a Request for Proposals from qualified consultants with expertise in engineering design and general technical support services.
- B. Consultant timely submitted its proposal.
- C. The 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 and general technical support services related to Fifth Street Improvements Project, in accordance with the scope of services attached as *Exhibit 1* ("Services").

**Section 2. Payment.** Consultant shall invoice the Town upon completion of the Services rendered in accordance with the rate and fee schedule identified in *Exhibit 1*. The Town shall pay such invoices within 30 days of receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$1,399,935 unless authorized in writing by the Town. A Town-managed contingency of \$112,265.00 has been allocated for this project.

**Section 3. Completion.** Consultant shall commence the Services on June 21<sup>st</sup>, 2021 and complete the Services December 22<sup>nd</sup>, 2023. 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.

The Town shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant. 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. In addition, this Agreement shall terminate December 31, 2021 in the event funds to support payment under this Agreement are not appropriated for calendar year 2022. Similarly, this Agreement shall

terminate December 31, 2022 in the event funds to support payment under this Agreement are not appropriated for calendar year 2023.

**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, the 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 and submitted at the time of execution of this Agreement as *Exhibit 2* 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 \$387,000 per person, \$1,093,000 for two or more persons, 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 the Town, its officers, or its employees.

**Section 9. Indemnification.** Consultant expressly agrees to indemnify and hold harmless the 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 the Town, the 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. 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. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

**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 the 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 the 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 the 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 the Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

[SIGNATURE BLOCK TO FOLLOW]

**ATTEST:**

**TOWN OF CASTLE ROCK**

*for* *Robin Schouler*  
Lisa Anderson, Town Clerk

*Jason Gray*  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

*Michael J. Hyman*  
Michael J. Hyman, Town Attorney

*Daniel Sailer*  
Daniel Sailer, Public Works Director

**CONSULTANT:**

**Stanley Consultants Inc.**

By: Marvinetta L. Hartwig

Digitally signed by Marvinetta L. Hartwig  
DN: c=US,  
e=Marvinetta.L.Hartwig@stanleygroup.com,  
o=Stanley Consultants, Inc., ou=Transportation,  
cn=Marvinetta L. Hartwig  
Date: 2021.06.09 09:25:04-0500

Its: Vice President, Transportation Market Leader



Previously

May 20, 2021

**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
**Town of Castle Rock**

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The following Scope of Services identifies exclusions and assumptions upon which Stanley Consultants Inc. has relied upon in determining our effort, fee, scope, and schedule for the project. A detailed workhour and fee estimate are provided as **EXHIBIT A** in our proposal. Stanley Consultants and the Town of Castle Rock (Town) agree to renegotiate these terms in the event an assumption or exclusion becomes invalid. Stanley Consultants scope includes the primary top tasks listed below:

- Task 1 – Project Management**
- Task 2 – Data Collection**
- Task 3 – Environmental Coordination**
- Task 4 – Public Involvement & Stakeholder Coordination**
- Task 5 – Subsurface Utility Engineering (SUE) & Utility Coordination**
- Task 6 – Traffic Analysis & Conceptual Design**
- Task 7 – Preliminary Design**
- Task 8 – Final Design**
- Task 9 – Post Design Services**

## **Task 1 – Project Management**

### **1.1 Project Management**

Stanley Consultants will monitor and control the effort and progress of the proposed services as follows:

- Monitor subconsultant progress and review/approve invoices
- Prepare monthly Progress Reports and client invoices showing Earned Value
- Prepare, monitor and adjust CPM schedule monthly
- Prepare a QA/QC Plan

*Deliverables: Monthly Progress Reports (including monthly updates to CPM schedule)*  
*CPM Schedule (MS Project)*  
*QA/QC Plan*

### **1.2 Progress Meetings**

Project design coordination meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include Stanley Consultants PM, consultant task leads as needed, Town staff, CDOT staff and other stakeholders as necessary. Stanley Consultants will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting, and prepare meeting minutes for a Kickoff Meeting/Pre-Design Meeting, and status meetings (up to 12) (review meetings are considered separately). Stanley Consultants will also conduct an initial Agency Workshop. Stanley Consultants will consult with the Town's PM prior to each meeting to get input regarding the agenda.

*Deliverables: Meeting Notice, Agenda and Minutes (1 Kickoff/Pre-Design Meeting and up to 12 status meetings)*  
*Initial Agency Workshop*

**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
**Town of Castle Rock**

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## **Task 2 – Data Collection**

### **2.1 Project Initiation / Data Collection**

Stanley Consultants will conduct a field reconnaissance and site review to document features and constraints specific to this project. Field information will be recorded using field notes and digital photos.

### **2.2 Design Survey, Mapping, and Right-of-Way**

Design Survey and Mapping activities will be performed by Daley Land Surveying, Inc. (Daley). Survey and mapping activities will consist of the following:

#### **Project Initiation**

- Obtain permission to enter

#### **Survey Control and Right-of-Way**

- Recover and Establish project Horizontal and Vertical Control for Right-of-Way, Improvement mapping, and future construction. Horizontal Control will be referenced to the Douglas County network, Vertical control will be referenced to NGS-NAVD88 Benchmark control (tie to previous Ridge Road project).
- Perform requisite research and calculations to plot the existing Right-of-Way along Fifth Street within the project limits.
- Prepare Right-of Way Plans and Ownership Map using CDOT standards.
- Obtain Owner and Encumbrances Reports.

#### **Design Survey Mapping**

- Perform topographic survey, mapping all improvements within the project limits (supplemental survey) sufficient for the design. Mapping will include, but not be limited to the following: streets, curb & gutter, fences, sidewalks, walls, trees, inlets, manholes, above ground utility appurtenances, etc.
- Obtain invert data for storm & sanitary sewer within the project limits.
- Stake up to 79 geotechnical borehole locations.
- Provide AutoCAD drawing and surface files for mapping.
- Mapping, Right of Way and Verification limits per **Figure 1**.
- Supplemental surveying – we have assumed an additional 2 days (16 hrs) of field work and 12 hrs of office work. Supplemental surveying will be used to pick up any areas of need not picked up in the original survey limits based on preliminary design (areas for water quality ponds, etc.)

#### **Legal Descriptions and Exhibits**

- Prepare up to thirty-nine (39) legal descriptions and exhibits for right-of-way and easements. Prepare closure reports.

**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
**Town of Castle Rock**

*Deliverables: Design Survey & ROW mapping, Legal Descriptions and Exhibits, CDOT Right-of-Way Plans, Right of Entry Agreements, Land Survey Control Diagram*



**Figure 1. Survey & Mapping Limits**

### **2.3 Geotechnical Investigation and Pavement Design**

Geotechnical Investigation and Pavement Design activities will be performed by Vivid Engineering Group, Inc. These services will consist of the following activities:

#### **Geotechnical Field Investigation**

- Work with Stanley Consultants to obtain access to boring locations within the Town of Castle Rock right-of-way and private properties, as required.
- Field locate the borings and establish safety procedures.
- Notify the Colorado 811 one-call system to have existing utilities located/marked in the vicinity of the proposed boring locations.
- Obtain an appropriate excavation/work in the right-of-way permit through the Town of Castle Rock, and provide traffic control services during field activities, as required.
- Obtain pavement cores at 8 of the boring locations (approximately 1 core per 1,000 lineal feet of existing road) to evaluate existing asphalt condition and thickness.
- **If required by utility owners, we will perform potholing to verify utility locations in the vicinity of geotechnical borings. However, for the purposes of this proposal, potholing is not included. Therefore, additional scope/fee and schedule impacts beyond that provided herein would be required if potholing is deemed required by utility owners.**

#### **Subsurface Exploration**

Based on Section 14 of the Town of Castle Rock Pavement Design Criteria, pavement borings are required at not greater than 250-foot horizontal intervals for roadways with one lane in each direction. In addition, retaining wall boring locations are generally based on frequency/spacing recommended by

**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
**Town of Castle Rock**

the CDOT Field Materials Manual and AASHTO LRFD guidelines. The following subsurface exploration program will be performed under the observation of a qualified geologist/representative of the geotechnical engineer:

Boring Location	Number of Borings	Proposed Boring Depth (feet, bgs)	Estimated Drilled Footage (feet)
<b>Pavement Borings</b>			
Pavement Borings (Valley Drive)	2	10'	20
Pavement Borings (5 <sup>th</sup> Street)	27	5 to 10	160
<b>Retaining Wall Borings</b>			
Retaining Wall 1	3	15 to 20	55
Retaining Wall 2	3	15	45
Retaining Wall 3	4	15 to 40	95
Retaining Wall 4	3	15 to 25	55
Retaining Wall 5	4	20 to 50	140
Retaining Wall 6	2	15 to 25	40
Retaining Wall 7	4	15 to 30	95
Retaining Wall 8	3	15 to 25	55
Rock Cut Area (9)	1	30	30
Rock Cut Area (10)	1	15	15
Rock Cut Area (11)	1	25	25
Rock Cut Area (12)	1	30	30
<b>Total Estimated Drilled Footage (feet)</b>			<b>860</b>

\* The retaining wall locations are based on a conceptual layout performed by Stanley Consultants during the proposal phase. Actual number of retaining walls to be verified to preliminary design.

### Geotechnical Lab Testing

Testing will be performed in general accordance with CDOT and Town of Castle Rock pavement design specifications and will include, but not be limited to: Gradation Analysis/Atterberg Limits, Moisture Content/Unit Weight, Direct Shear Testing, Swell Testing, R-value/Unconfined Compressive Strength, pH, Resistivity, Redox, Soluble Sulfates, Soluble Chlorides, and Sulfides.

### Geotechnical Analysis and Report Preparation

Prepare a report to summarize the site exploration data, laboratory test results, observations, and provide conclusions and recommendations. The field work and report preparation will be supervised by a registered professional engineer.

*Deliverables: Geotechnical Investigation and Pavement Design Report*

**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
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## Task 3 – Environmental Coordination

### 3.1 Environmental Coordination

Environmental coordination activities will be performed by Pinyon Environmental, Inc. (Pinyon). This work consists of completing a NEPA study in compliance with CDOT specifications. The level of study required is assumed to be a Categorical Exclusion (CatEx) utilizing CDOT Form 128. Pinyon will support the project by completing technical studies as noted in the table below:

Task	Scope of Work Summary	Deliverables
<b>Environmental Documentation</b>	The memorandum will summarize the environmental conditions, with appendices for air, noise, biological, historic, and hazardous materials. It is assumed that this memorandum will have a draft and final review by CDOT in addition to the Town's initial review.	<ul style="list-style-type: none"> <li>• Environmental Clearance Memorandum</li> </ul>
<b>Air Quality</b>	It is assumed that air quality modeling for Carbon Monoxide will be required for up to two intersections and that PM10 modeling will not be required. This will be confirmed once the current, future no-action, and future with improvements Level of Service is known.	<ul style="list-style-type: none"> <li>• Air Quality Memorandum</li> </ul>
<b>Noise</b>	A Type I noise analysis is required based on proposed project improvements as additional capacity will be added to Fifth Street and there are sensitive receptors within 500 feet of the roadway.	<ul style="list-style-type: none"> <li>• Noise Memorandum</li> </ul>
<b>Hazardous Materials</b>	<p>Pinyon will complete an Initial Site Assessment (ISA) and CDOT Form 881. A Geosearch database will be ordered by Pinyon for review. The focus of the ISA will be areas where ground disturbances are anticipated. A site visit will be conducted by one resource specialist over a one-day period.</p> <p>Pinyon assumes no lead-based paint and asbestos sampling will be required. No soil or water sampling will be conducted.</p>	<ul style="list-style-type: none"> <li>• ISA</li> <li>• CDOT Form 881</li> <li>• Database Report (provided by CDOT)</li> </ul>
<b>Biological Resources</b>	<p><b>Field Work &amp; Documentation:</b></p> <p>The field survey will be completed by one Pinyon biologist in a one-day period. For this project, Pinyon biologist will survey for: wetlands, Senate Bill 40 (SB 40) resources, threatened and endangered species, vegetation, noxious weeds, and migratory birds as well as raptors. Geographic Information System (GIS) data will be provided for incorporation into the project plans. All biological resources will be documented in a Biological Resources Report (BRR).</p>	<ul style="list-style-type: none"> <li>• GIS Shapefiles</li> <li>• Brief BRR</li> </ul>
	<p><b>Wetlands/Waters of the US:</b></p> <p>Pinyon will complete a wetland delineation in accordance with US Army Corps of Engineers (USACE) and CDOT protocols, where disturbances are expected (e.g., within the project footprint and along staging areas). Stanley will provide the study area prior to field surveys. Pinyon will complete the impact analysis and document the existing conditions regarding wetlands in the BRR.</p> <p>Based on review of the area, impacts to Waters of the US, including wetlands, are possible, along the small ditches adjacent to and crossing Fifth Street. This scope and fee assume that an Individual Section 404 permit and Wetland</p>	<ul style="list-style-type: none"> <li>• Documented in BRR</li> <li>• GIS Data Files</li> <li>• PCN</li> </ul>

**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
**Town of Castle Rock**

	<p>Finding Report are not required but a Preconstruction Notice (PCN) to the USACE may be necessary, likely for use of a Nationwide Permit #14. Mitigation is assumed to be completed on-site. If the ditches are not jurisdictional, CDOT will still require 1:1 mitigation of any wetland (if present) impacts to them. Senate Bill 40 resources may also be present.</p>	
	<p><b><u>Vegetation and Noxious Weeds:</u></b>  List A and B noxious weeds will be mapped, as applicable (i.e., if located in discrete locations); however, if the density of weeds is significant detailed mapping will be stopped, and recommendations regarding weed controls will be presented in the BRR.</p> <p>It is assumed that an Integrated Noxious Weed Management Plan (INWMP) will not be required for this project. If an INWMP is needed, additional scope and fee would be required.</p>	<ul style="list-style-type: none"> <li>• Documented in BRR</li> </ul>
	<p><b><u>Senate Bill (SB) 40 Resources:</u></b>  Assumes SB 40 resources are located within the study area and that an informal certification is required.</p>	<ul style="list-style-type: none"> <li>• SB 40 Informal Certification</li> </ul>
	<p><b><u>TES/Migratory Birds/Raptors:</u></b>  Pinyon will conduct a survey for raptors and other migratory birds within the prescribed buffer area/study area per Colorado Parks and Wildlife guidelines. The results of the survey will be documented in the BRR.</p> <p>Pinyon will evaluate habitat within the study area for federally and state-listed species, and document within the BRR. Only a habitat assessment will be conducted; a species-specific survey is not included in this scope. If a species-specific survey is required, additional scope and fee would be necessary.</p> <p>There is low potential for the presence of suitable habitat for threatened or endangered species. Pinyon assumes that the impact assessment will reveal <i>No Effect</i> to federally listed species. Therefore, coordination with the US Fish and Wildlife Service (USFWS) is not anticipated to be required. If the effects determination is <i>May Affect, But Not Likely to Adversely Affect</i>, coordination with USFWS in the form of a letter would be necessary and additional scope and fee may be required.</p>	<ul style="list-style-type: none"> <li>• Biological Resources Report</li> </ul>
<b>Historic Resources</b>	<p>Pinyon will develop an Area of Potential Effects (APE), in coordination with CDOT. It is assumed that the APE will surround the estimated limits of disturbance, as well as all properties that will be impacted by the project (i.e., new right-of-way acquisitions or easements). Once the APE is established, Pinyon will research the Office of Archeology and Historic Preservation (OAHP) COMPASS database, topographic maps, and local assessor data for the presence of potential historic resources within the APE.</p> <p>Based on proposed project improvements, up to two (2) OAHP Architectural Inventory Forms 1403 may be needed for a newly identified, potentially historic resource along Fifth Street. Recordation of linear resources on the corresponding OAHP forms is anticipated for Fifth Street itself. It is assumed that if</p>	<ul style="list-style-type: none"> <li>• APE Map</li> <li>• Up to two (2) Architectural Inventory 1403 Forms</li> <li>• 1 Linear Form</li> <li>• 1 District Eligibility Assessment</li> <li>• Eligibility and Effects Letter</li> </ul>



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	there is a newly historic resource, no adverse effect will result from the project. Additionally, it is assumed that the historic district will need to be assessed for eligibility and that it is not adversely affected. Pinyon will document use of Section 4(f) de minimis in the eligibility and effects letter. Pinyon will coordinate level of effort for evaluation with the CDOT Historian and provide documentation for compliance with Section 106 and Section 4(f), including historic site evaluation forms; eligibility and effects letter; APE map; and Section 4(f) de minimis form(s). Pinyon assumes that if right of entry is required, it will be provided by Stanley.	
<b>Archeological Resources</b>	Assumes CDOT to evaluate resources internally.	<ul style="list-style-type: none"> <li>• None</li> </ul>
<b>Section 6(f)</b>	Assumes Land and Water Conservation Funds have not been utilized for any resources in or adjacent to the study area.	<ul style="list-style-type: none"> <li>• None</li> </ul>
<b>Paleontology</b>	Assumes CDOT to evaluate resources internally.	<ul style="list-style-type: none"> <li>• None</li> </ul>
<b>Non-Historic 4(f)</b>	There are no Section 4(f)/Non-Historic Resources adjacent to Fifth Street between Gilbert Street and North Ridge Road. It is assumed that all sidewalks/trails are multi-use facilities.	<ul style="list-style-type: none"> <li>• Documented in the Environmental Clearance Memorandum</li> </ul>

## Task 4 – Public Involvement and Stakeholder Coordination

### 4.1 Public Involvement

Public Involvement and Stakeholder Coordination will be led by CIG and will consist of the following items:

#### Design Meeting #1

The primary information to be shared during Design Meeting #1 will be the preliminary design and target milestones dates for construction start/completion. Project website information will be shared to those who attend as well. The Stanley Consultants teams will coordinate and facilitate Design Meeting #1. It is assumed that Design Meeting #1 will be held virtually.

#### Design Meeting #2

The primary information to be shared during Design Meeting #2 will be the final design and rough schedule of construction activities/impacts. The project website link will be shared. Also, attendees will be asked if they would like to sign up for email notifications for project updates. The Stanley Consultants teams will coordinate and facilitate Design Meeting #2. It is assumed that Design Meeting #2 will be held virtually.

#### Project Website

The Town of Castle Project Manager and Community Relations will be responsible to update the project website throughout the project design. The Stanley Consultants will be responsible for

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supplying content to the Town of Castle Rock to be periodically posted to the website. It is assumed the Town will be responsible for updating and maintaining the website. The website will be a primary tool for residents/stakeholders to obtain general information regarding the project, including:

- Outline Project Schedule
  - Open House Dates
  - Construction Start
  - Construction Completion
- General Project Description
- Representative contacts

**Email Notification Line**

A project Email Notification Line will be created before construction in order to facilitate communication of project updates. The Email Notification Line will be maintained by the Town of Castle Rock and is excluded from our scope of work.

**CRW Mailer**

Another communication tool to utilize is the monthly CRW mailer. The mailer may be used as an additional form of communication to inform residents of upcoming open houses, and any major changes (if encountered) to project timeframes. The Stanley Consultants will be responsible for supplying content to the Town of Castle Rock to be used in the CRW Mailer.

Our scope of work excludes any hard costs (such as printing or mailing). It is assumed that the Town of Castle Rock can provide these materials.

*Deliverables: Design Meeting #1, Design Meeting #2, Project Website Content, CRW Mailer Content, Final Communications Report, Stakeholder List, Open House Feedback Summary*

**Task 5 – Subsurface Utility Engineering (SUE) & Coordination**

Subsurface Utility Engineering (SUE) and investigation activities will be performed by Goodbee & Associates, Inc. (Goodbee). This work will be performed in accordance with the American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02) as well as Colorado Senate Bill 18-167 and includes the following activities:

**5.1 SUE Investigation**

The SUE investigation will consist of a Phase 1 and Phase 2 investigation. For Phase 1, it is the responsibility of Goodbee to perform due diligence with regards to records research (QL-D level of effort) and acquisition of available utility records. Goodbee will further investigate the project area utilizing a suite of geophysical equipment to obtain QL-B data. During QL-B field work, Goodbee will scan the defined work area using electronic prospecting equipment to search for previously un-recorded utilities. Utilities that are not identified through these efforts will be here forth referred to as

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“unidentified” utilities. Goodbee is not responsible for designating “unidentified” utilities that were not detected through due diligence and scanning the work area.

The Phase 2 investigation primarily consists of utility locating discrete QL-A vacuum excavated test holes. Goodbee and a vacuum excavation truck (vac truck) contractor will perform excavation operations and the engineering survey. The test hole locations will be coordinated between Goodbee and the project team.

**Assumptions/Exclusions**

- ✓ Assume **50** test hole locations.
- ✓ QL-A test holes will be backfilled using native materials as collected by the vacuum excavation truck. Asphalt repair will be completed with DOT-compliant cold-patch asphalt. Should alternative methods of test hole restoration be required, Goodbee will invoice the repairs at cost.
- ✓ The SUE Plan set is valid only at the time of sealing. Should the project occur over an extended duration of time, an additional SUE investigation may be warranted to collect updated existing subsurface utility conditions.

*Deliverables: CADD utility reference file with Phase 1 findings, CADD utility reference file with Phase 2 findings, Utility Plan Set with Quality Level Designations*

**5.2 Utility Coordination**

Stanley Consultants will incorporate the Phase 1 and Phase 2 utility information received from Goodbee into the project files, prepare a utility potholing log sheet for incorporation into the plans, and show the utility designation/test hole information in the plans. Stanley Consultants will utilize the Phase 1 & 2 information to determine if utility conflicts exist with the proposed improvements and if the proposed design can be altered to avoid conflicts. If conflicts with the proposed design are unavoidable, Stanley Consultants will begin the utility coordination process with the affected utility owners.

Stanley Consultants will coordinate with the affected utility owners in the project area. It is assumed that we will attend up to ten (10) utility coordination meetings to discuss and resolve any utility conflicts during the preliminary design phase.

*Deliverables: Meeting Notice, Agenda and Minutes (up to ten (10) utility coordination meetings), Utility Matrix, Utility Tracking Matrix*

**Assumptions/Exclusions**

- ✓ Our scope of work is for utility coordination only and excludes any wet and dry utility relocation designs (with the exception of the sanitary sewer line relocation mentioned in Tasks 8.X and 9.X)

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### 5.3 *CDOT Utility Clearance Support*

Stanley Consultants will coordinate the CDOT utility clearance process. The task involves finalizing any utility relocation coordination with the affected utilities and documenting the resolution with a utility relocation agreement that will be signed by the affected utilities along with preparing a utility clearance letter required by CDOT for Utility Clearance prior to project approval.

*Deliverables: Utility Clearance Letter, Utility Relocation Agreements*

## Task 6 – Traffic Analysis & Conceptual Design

### 6.1 *Traffic Counts & Forecasts*

#### Traffic Data

Stanley Consultants will obtain existing AM and PM peak hour turning movement counts at the following intersections:

- 5<sup>th</sup> Street and Woodlands Blvd
- 5<sup>th</sup> Street and Valley Dr.

Twenty-four-hour bi-directional traffic volumes will be collected at the following three locations:

- Between Founders Parkway (Four Corners intersection) and Valley Dr.
- Between Valley Dr. and Woodlands Parkway
- Between Rock St. and Woodlands Parkway

Stanley Consultants will visit the project site and existing intersections to document existing conditions such as intersection geometry and operation.

Stanley Consultants will obtain historical ADT volumes from the Town's website.

#### Forecast Data

Stanley Consultants will obtain 2040 travel demand model forecast volumes from DRCOG.

#### Data provided by the Town of Castle Rock:

- The most recent 5 years of crash data for the intersections and the project corridor
- Previously completed studies and reports pertinent to the project

### 6.2 *Traffic Analysis*

Stanley Consultants will perform a traffic analysis at the Fifth Street/Woodlands Blvd. and Fifth Street/Valley Dr. intersections to determine operational performance for the current year (2021), opening year (2023), and design year (2040). PTV Vistro software will be utilized for the analysis. The scope of work for the traffic analysis and accompanying report includes the following tasks:

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- a) Analysis of crash data. Stanley Consultants will summarize the five years of crash data obtained and document the crash rate, frequency, and severity for all intersections and roadway segments in the study area.
- b) Conduct an existing conditions analysis utilizing the existing collected traffic volumes, intersection configurations and operations at the two project intersections.
- c) Review obtained historical ADT, previous studies and reports as well as proposed developments in the vicinity and develop a growth rate to generate projected 2023 traffic volumes for the two project intersections.
- d) Determine 2040 turning movement volumes based on DRCOG projected 2040 volumes for the two project intersections.
- e) Complete a signal warrant analysis (Signal Warrants 1, 2, 3, and 7 as defined in the Manual on Uniform Traffic Control Devices) for the intersection of 5th Street and Valley Dr for existing year (2021), the year 2023 and 2040.
- f) Analyze the operation and recommend lane configurations for the year 2023 and 2040 for the two project intersections. The Town's Transportation Design Criteria Manual (TDCM) requires a minimum LOS D or better. Capacity analysis will be per HCM 6th Edition. Level-of-service will be reported for all analysis scenarios listed above and mitigated to a minimum level-of-service "D" as defined by the Town's TDCM.
- g) Analyze the queuing for all turn lanes for the two project intersections. Queuing analysis will be studied using PTV Vistro to determine appropriate storage lengths at the intersections.
- h) Prepare a report in accordance with the Town of Castle Rock Transportation Design Criteria Manual requirements stating the findings, conclusions and recommendations. The Traffic Report will be submitted to the Town for review, comments and approval. Stanley Consultants shall address the review comments received from the review process, resubmit a FINAL Report and obtain approval.
- i) New and major Town comments generated during the review that substantially change the Traffic Impact Report may necessitate additional out of scope work and reviews and shall be discussed with the Town

**Assumptions/Exclusions**

- Traffic simulations videos are excluded.
- COVID-19 Adjustment factor will not be applied to the existing traffic volumes.
- Pedestrian and bicycle count or analysis are excluded.
- Analysis of adjacent intersections other than ones described above are excluded.
- Analysis of horizon years other than ones described above are excluded.
- Analysis of pedestrian/bicycle facilities are excluded.
- Analysis of weekend time periods are excluded.

*Deliverables: Draft and Final Traffic Analysis Report*

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### 6.3 *Conceptual Design Layout*

Stanley Consultants will look at up to four (4) conceptual layouts to address variations in the typical section and alternative cut/fill and retaining wall arrangements. These layouts will consist of 2 intersection alternatives at the Fifth/Woodlands intersection and 2 intersection alternatives at the Fifth/Valley Drive intersection. Stanley Consultants will prepare the geometric layout for each conceptual alternative on a roll plot exhibit at a scale of 1"=100' depicting the horizontal layout. The following information will be depicted on the roll plots:

- North Arrow
- Control Lines
- Curve Data
- Laneage
- Project Limits and anticipated ROW impacts
- Traffic volumes
- Concept Layouts for Water Quality

Planning-level cost estimates will be prepared for two (2) alternatives. The roll plot and estimate will be prepared and submitted to the Town for review. It is assumed that Stanley Consultants will attend meeting a coordination to discuss the Conceptual Design Layouts with the Town prior to finalizing and moving into the preliminary design phase.

*Deliverables:*    *Conceptual Design Roll Plot*  
                          *Conceptual Opinion of Probable Cost*

## **Task 7 – Preliminary Design**

### 7.1 *Preliminary Roadway Design*

Once a preferred alternative has been selected from the Conceptual Design phase, Stanley Consultants will perform the roadway design that will include:

- Refine the horizontal and vertical geometry of the preferred alternative.
- Refine and detail the cross-sectional elements including laneage, tapers and transitions, curb and gutter, sidewalk, shoulders, medians, islands, pedestrian facilities, retaining walls, fences, etc.
- Refine the layout of the proposed intersection improvements. Create a 3-dimensional model of the roadway that incorporates the elements noted above.
- Compute earthwork quantities. Stanley Consultants will model the horizontal and vertical alignment using the typical sections for the project and prepare cross sections every 50 feet for the length of the proposed improvements. After the cross sections are completed, Stanley Consultants will utilize the end area method to calculate the earthwork quantities.
- It is assumed that the project will be constructed in two (2) different construction phases (separated by multiple years). This scope of work includes providing two (2) complete sets of

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plans, specifications, and estimates (PS&E). One (1) PS&E package for Phase 1 and one (1) PS&E package for Phase 2.

- Prepare review drawings for a Field Inspection Review (FIR) Meeting with the Town and CDOT.

The following plan sheets are assumed:

- |                                     |  |
|-------------------------------------|--|
| ✓ Title Sheet                       | ✓ Structural Plans                                 |
| ✓ Standard Plans List               | ✓ Drainage Plan and Profile Sheets, Details        |
| ✓ General Notes                     | ✓ CDOT SWMP Template Sheets                        |
| ✓ Summary of Approximate Quantities | ✓ Erosion Control Sheets (Initial/Interim & Final) |
| ✓ Tabulation of Quantities          | ✓ Landscaping Plans                                |
| ✓ Typical Sections                  | ✓ Lighting Plans                                   |
| ✓ Survey Tabulation                 | ✓ Construction Phasing Sheets                      |
| ✓ Survey Control Diagram            | ✓ Traffic Signal Sheets                            |
| ✓ Geometric Layout Sheets           | ✓ Signing and Striping Sheets                      |
| ✓ Removal Sheets                    | ✓ Cross Sections                                   |
| ✓ Roadway Plan and Profile Sheets   |  |
| ✓ Intersection Details              |  |
| ✓ Misc. Construction Details        |  |

## 7.2 Preliminary Structural Design

Stanley Consultants anticipates that retaining walls will be required along Fifth Street to mitigate right-of-way impacts. Stanley Consultants estimates that 8 walls will be required for a total length of 4,000 feet. Stanley Consultants estimates that 4 walls will be MSE fill walls for a total length of 1,900 feet. Stanley Consultants estimates that 4 walls will be soil nail cut walls for a total length of 2,100 feet. The rock cut areas will be evaluated by the geotechnical investigate but are assumed to not require retaining walls.

Stanley Consultants will prepare a Structures Selection Report (SSR) for the selection of the retaining walls along Fifth Street. Using the CDOT SSR checklist, the selection report will include:

- Executive Summary
- Site Description and Design Features
  - Vicinity Map
  - ROW Impacts
  - Utilities
    - Water and sewer pipelines
    - Overhead powerline
    - Fiber optic
  - Geotechnical Summary
  - Hydraulics Summary
  - Environmental Concerns
  - Roadway Design Features
- Structural Design Criteria
  - Design Specifications

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- Aesthetic Requirements
- Structure Wall Selection
  - Structure Layout Alternatives
- Wall alternatives
- Constructability and Construction Phasing
- Maintenance and Durability
- Corrosive Resistance
- Summary of Structure Type Evaluation Table
- Construction Cost
- Figures and Appendices
  - Alternative Typical Sections
  - General Layout of the Selected walls
  - Summary of Quantities and Cost Estimate Tables

Stanley Consultants will evaluate alternatives for the walls along the corridor. Walls will be evaluated considering the following:

- Location of retaining wall
- Use of wall vs slopes and obtaining ROW
- Geotechnical requirements and recommendations
- Cost of retaining walls
- Phasing of project with roadway
- Constructability
- Drainage structures and utilities
- Railing requirements
- Aesthetics

Stanley Consultants will evaluate the following types of walls at each location:

- Cast-in-place retaining wall
- MSE retaining walls
- Soil nail/rock cut walls or rock slopes
- Large block landscape walls
- Soldier piles walls

Stanley Consultants will prepare and submit the SSR to Town of Castle Rock and CDOT. Stanley will attend an FIR meeting with CDOT. Stanley will address comments on the SSR and close comments.

**Assumptions/Exclusions**

- ✓ Design of noise walls are excluded from this scope since location and type will be determined after noise study. Noise walls can be added later if required.
- ✓ Design of major drainage structures (concrete box culverts crossing Fifth Street) are excluded.
- ✓ Design of water quality outlet structures is included in our scope of work. We assume up to three (3) water quality ponds may be needed for this project.
- ✓ It is assumed that rock cuts will not require retaining walls.



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*Deliverables: Structures Selection Report*

### **7.3 Preliminary Drainage Design**

The drainage system design will follow the Town of Castle Rock Storm Drainage Design and Technical Criteria Manual and CDOT requirements.

#### **7.3.1 Review of Background Material, Information Collection, & Coordination**

- All available reports and construction plans will be reviewed including adjacent development plans, master planning studies, and floodplain studies.
- All available mapping and survey data will be reviewed.

#### **7.3.2 Hydrologic and Hydraulic Analysis**

- The hydrologic analysis for the project will be updated to reflect current conditions and the proposed work.
- Peak flows for cross culverts/storm sewer systems will be established from adjacent development and drainage reports where possible. The reports provided by the Town will be limited to those sent to Stanley Consultants on 5/19/2021.
- The Rational Method will be used to develop peak flows for local roadway drainage.
- Water quality control measures will be included in the design. These features will be designed following USDCM: Volume 3 Stormwater Quality guidance.
- Roadway drainage, including roadway ditches, storm inlets, and storm sewer systems will be designed for hydraulic capacity for both minor and major storm events.
- Major drainage crossings proposed to be replaced will be designed to meet all Town and CDOT requirements for culverts.
- Storm Sewer Systems including profile elevations, size, and locations will be designed using Bentley's Open Roads Designer and StormCAD software and storm sewer design methods.

#### **7.3.3 Water Quality Analysis and Design**

- It is assumed that the project will be required to provide full-spectrum detention and water quality. We have assumed up to three (3) water quality ponds and one (1) hydrodynamic separator.

#### **7.3.4 Preliminary Design Plans and Drainage Report**

- Development of preliminary construction drawings and estimate.
- Development of Draft Phase III Drainage Report.

*Deliverables: Draft Phase III Drainage Report, Drainage plans/profiles*

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#### **7.4 Preliminary Stormwater Management & Erosion Control Plans**

It is anticipated that the project will have more than 1 acre of disturbance. Stanley Consultants will complete either the TESC plans and report required by the Town or the CDOT Stormwater Management Plan (SWMP) template sheets as well as prepare Erosion Control plans for the proposed improvements and tabulate these items. The Erosion Control plans will be broken into Initial, Interim, and Final plans. Which requirements will be followed will be determined at the kickoff meeting.

*Deliverables: SWMP Template or TESC Report & Erosion Control plans*

#### **7.5 Preliminary Sanitary Sewer Relocation Plans**

Stanley Consultants will provide a design for the replacement of an existing 8" VCP sanitary sewer line that serves Rock Lane with new manholes, pipe, and service connections within Town right-of-way (underneath Fifth Street). The existing sanitary line is currently outside of Town right-of-way and in poor condition.

*Deliverables: Preliminary Sanitary Sewer Relocation plans*

#### **7.6 Preliminary Traffic Signal Design**

Stanley Consultants will prepare preliminary traffic signal modification plans for the intersection of Fifth Street and Woodlands Blvd. The design for Fifth Street and Woodlands Blvd will be in accordance with the Town of Castle Rock's current policies and procedures and the latest version of the MUTCD. The preliminary traffic signal plans only include the preparation of plan sheets for the signal layout. A detailed description of the drawings is given below along with an estimate of the number of sheets required.

The traffic signal design will include a 20-scale plan view that will require one plan sheet for each intersection. These plan views will show curb, gutter, sidewalk, ROW, utilities, median islands, striping, and control lines.

Removal of the traffic signal equipment will occur at Fifth Street and Woodlands Blvd. One (1) sheet is required to show traffic signal removal plans.

Stanley Consultants will design a modified traffic signal for the intersection of Woodlands Blvd, and a new traffic signal at Valley Dr. if warranted. For preliminary design the traffic signal equipment shown on these plans will include, signal poles, signal mast arms, luminaires, luminaire mast arms, signal head placement.

It is anticipated that the signal timing for the intersection will be completed by the Town.

*Deliverables: Traffic Signal plans*

#### **7.7 Preliminary Signing & Striping Plans**

Stanley Consultants will prepare the signing and pavement marking plans for the Fifth Street reconstruction based on the Town of Castle Rock's current policies and procedures and the latest

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version of the MUTCD. The signing and pavement marking plans include general notes and quantities sheet, sign summary sheets, plan sheets and sign format sheets.

A field visit will provide an inventory of the existing signing and pavement markings. This information will assist in the design process and in presenting the existing conditions on the plans.

*Deliverables: Signing & Striping plans*

### **7.8 Preliminary Construction Phasing Plans**

Stanley Consultants will develop the Construction Phasing Plan Sheets. It is currently envisioned that there will be two phases in the construction sequence plan. A preliminary construction phasing plan will be developed that will consist of showing construction work zones, lane configurations, and temporary concrete barrier and/or channelizing device locations. Detailed Construction Traffic Control Plans will be prepared during the progress to Final Design.

Stanley Consultants will work closely with the Town to coordinate the sequence of construction and maintenance of traffic throughout construction of the project.

*Deliverables: Phasing plans*

### **7.9 Preliminary Landscaping Design**

Landscaping & Irrigation design will be performed by Goodbee & Associates, Inc. (Goodbee). Goodbee will prepare the following for the preliminary landscaping design task:

- Prepare 2 options for landscape design between Sixth Street and Calvary Chapel (New Development) for consideration by the Town. Includes roll plots and cross sections.
- Prepare 2 concepts for water quality pond features (one (1) pond location only).

*Deliverables: Landscaping Concept exhibits*

### **7.10 Preliminary Lighting Design**

Stanley Consultants will develop a lighting plan for Fifth Street using the TDCM for Major Arterials. The photometric analysis will be performed using AGI 32 computer software and will optimize IREA's standard luminaire mounting heights, mast arm lengths and fixture wattages to obtain a safe and efficient lighting system that meets the design requirements. Stanley Consultants design will focus on using the LED type luminaries for this corridor.

When the analysis is complete the proposed pole locations will be placed on plan sheets for the Town and IREA to review. Power drop locations and voltage drop calculations will be prepared during the final design.

*Deliverables: Preliminary Lighting Plans*

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### **7.11 Opinion of Probable Construction Cost Estimate**

Stanley Consultants will prepare a preliminary opinion of probable construction cost using CDOT format for Item Number, Description, Units and Quantities. The preliminary estimate will contain a 20% contingency.

*Deliverables: Opinion of Probable Construction Cost Estimate*

### **7.12 FIR Review Meeting**

Stanley Consultants will submit an electronic half-size set of plans to the Town and CDOT a minimum of ten (10) working days prior to the FIR review meeting. Stanley Consultants will attend the FIR review meeting to discuss additions and/or revisions to the plans. The Stanley Consultants project manager will conduct the meeting in conjunction with the Town project manager. Stanley Consultants shall take meeting minutes and distribute to meeting attendees after the meeting.

*Deliverables: 1 electronic set of 11x17 FIR plans  
FIR Review Meeting minutes, agenda & notes  
List of Design Variances*

## **Task 8 – Final Design**

### **8.1 Final Roadway Design**

Prepare 90% review drawings for a Final Office Review (FOR) submittal that will include:

- ✓ Finalize horizontal and vertical geometry as well as cross sectional elements from the FIR design phase.
- ✓ Finalize earthwork quantities.
- ✓ Refine the design at all intersections and driveways.
- ✓ Finalize quantities and tabulate

### **8.2 Final Structural Design**

Stanley will prepare plans and specifications for the eight (8) structural walls. Plans will include the following:

- General Notes and index (1 sheet)
- Summary of Quantities (1 sheet)
- Wall Typical Sections (3 sheets)
- Wall Layout – Key Map (2 sheets)
- Engineer Geology Sheets (3 sheets)
- Wall General Layout (assume 400 ft per sheet, 12 sheets)
- MSE Wall Detail Sheets (6 sheets)
- Soil Nail Notes and Detail Sheets (3 sheets)
- Moment Slab Details (1 sheet)

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- Fencing and Railing Detail Sheets (3 sheets)
- Aesthetic Structural Details (2 sheets)

**Assumptions/Exclusions**

- ✓ Design of noise walls are excluded from this scope since location and type will be determined after noise study. Noise walls can be added later if required.
- ✓ Cast-in-place walls are excluded
- ✓ Calculations for cast-in-place walls are excluded
- ✓ Independent Design Calculations are excluded

**8.3 Final Drainage Design and Water Quality Analysis**

- Review comments received from the FIR.
- Finalize drainage and water quality design.
- Development of final drainage plans
- Development of Final Phase III Drainage Report

*Deliverables: Final Phase III Drainage Report, Drainage Plans, Profiles and Details*

**8.4 Final Stormwater Management Plans & Erosion Control Plans**

Prepare 90% SWMP template or TESC Report and Initial, Interim, and Final Erosion Control plans for a Final Office Review (FOR) submittal.

**8.5 Final Sanitary Sewer Relocation Plans**

Prepare 90% sanitary sewer relocation plans and tabulate these items for a Final Office Review (FOR) submittal.

**8.6 Final Traffic Signal Design**

Prepare 90% traffic signal plans and details for the Fifth St./Woodlands Blvd. and Fifth St./Valley Dr. intersections for a Final Office Review (FOR) submittal.

**8.7 Final Signing & Striping Plans**

Prepare 90% signing and striping plans for the proposed improvements and tabulate these items for a Final Office Review (FOR) submittal.

**8.8 Final Construction Phasing / Traffic Control Plans**

After the FIR review meeting and consensus is achieved on the preferred phasing concept, Stanley Consultants will develop detailed Construction Traffic Control Plans following the latest MUTCD and construction traffic control will be tabulated for the project for a Final Office Review (FOR) submittal.

The Construction Phasing/Traffic Control Plans will be limited to two (2) construction phases.

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**8.9 Final Landscaping Design**

Upon obtaining approval of the landscaping concept from the preliminary design phase, Goodbee will perform final landscape design for Sixth Street to Calvary Chapel (New Development) and prepare construction documents including planting/hardscape/irrigation plans, details, notes, tabulations, special provisions and estimate of probable cost.

*Deliverables: Final Landscaping Plans*

**8.10 Final Lighting Design**

Prepare 90% lighting plans for the proposed improvements and tabulate these items for a Final Office Review (FOR) submittal.

**8.11 Opinion of Probable Construction Cost Estimate**

Stanley Consultants will update the opinion of probable construction cost estimate. The FOR estimate will contain a 10% contingency.

**8.12 Project Special Provisions**

Prepare project special provisions (following CDOT format) for the project to be included in the construction documents.

**8.13 Final Office Review (FOR) Meeting**

Stanley Consultants will submit an electronic half-size set of plans and project special provisions to the Town and CDOT a minimum of fifteen (15) working days prior to the FOR review meeting. Stanley Consultants will attend the FOR meeting to discuss additions and/or revisions to the plans and project special provisions. The Stanley Consultants project manager will conduct the meeting in conjunction with the Town project manager. Stanley Consultants shall take meeting minutes and distribute to meeting attendees after the meeting.

*Deliverables: 1 electronic set of 11x17 FOR plans  
FOR Review Meeting minutes, agenda & notes*

**8.14 Construction Documents / Advertisement**

Stanley Consultants will make corrections to the plans and special provisions after the FOR review meeting and prepare the Final advertisement (AD) package.

*Deliverables: 1 electronic set of 11x17 Final AD plans  
2 stamped/signed sets of 24x36 Final AD plans  
Project Special Provisions (MS Word format)*

**Scope of Services  
Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)  
Town of Castle Rock**

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## **Task 9 – Post Design Services**

### **9.1 Bidding/Award Services**

We anticipate that the Town of Castle Rock will advertise the project for bidding and distribute the plans to prospective bidders. Stanley Consultants project manager and project staff will be available during the bidding phase to assist the Town of Castle Rock in responding to contractor inquiries.

Work associated with this task are only for the Phase 1 improvements and will include:

- Attending the pre-bid meeting to answer questions from prospective bidders.
- Supporting the Town of Castle Rock during the bidding process by providing answers to Contractor inquiries
- Issuing addenda (if required) to clarify issues in the bid documents.

**The professional hours for this task are limited to those provided in Exhibit A**

### **9.2 Construction Support Services**

Stanley Consultants will be available during construction to respond to questions specifically related to the design plans and specifications and provide clarification when requested. These services shall include, but not be limited to, the following for Phase 1 improvements only:

- Attend pre-construction meeting
- Review and approve all submittals and shop drawings.
- Respond to questions in the field that arise relative to the plans, details or special provisions.
- Provide engineering and drafting services for design revisions required due to changes in construction of field conditions.

**The professional hours for this task are limited to those provided in Exhibit A**

## **Scope of Services - Assumptions/Exclusions**

The following are Stanley Consultants assumptions and/or exclusions to the above scope of services:

- It is assumed that an Operations & Maintenance (O&M) Report for the water quality facilities are not required and are excluded from this scope of services.
- It is assumed that the Town will prepare the up-front "boilerplate" contractual documents as part of the bid documents. It is assumed that Stanley Consultants will only be required to provide the plans, estimate, and the project special provisions.





Fifth Street Widening  
(Gilbert St. to Founders Pkwy)

Date: 02/27/21

SCOPE OF WORK	Stanley Consultants												Subconsultants				TOTAL		
	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23		24	25
<b>YANKI DELIVERABLES</b>  B01 Final Construction Permit/Traffic Control Plan - Phase 1 B02 Final Landscaping Design B03 Final Utility Design B04 Final Construction Cost Estimate B05 Final Construction Documents/Specifications B06 Final Construction Management B07 Final Construction Administration B08 Final Construction Support Services B09 Construction Support Services	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
	3300	3227	3334	3330	3240	3102	3182	3116	3162	3162	3162	3162	3162	3162	3162	3162	3162	3162	3162
Marvinetta Harbige, PE Principal-In-Charge  Jeff Eining, PE Project Manager  Dave Dyer QA/QC Manager  Ron Gibson, PE Task Manager - Structures  Inna Puchkova, PE Project Engineer  Nigel Ruckhaus, EI Engineer-in-Training I  Josh Root, PE, CFM Task Manager - Drainage  Alyssa Rankow, PE Project Engineer  T.J. Scarberry PE, PTCE Task Manager - Traffic  Michael Romero, PE Project Engineer  Andrew Valdez, PE Project Engineer  Elle Luech, EI Engineer-in-Training I  Eric Lang Senior Technician  Ryan Hansen Senior Technician  Joey Davidson, PE Civil Project Engineer  Amelia Dyer Project Coordinator	123	118	118	118	118	118	118	118	118	118	118	118	118	118	118	118	118	118	118
Professional Service Hours	123	118	118	118	118	118	118	118	118	118	118	118	118	118	118	118	118	118	118
Professional Service Fee	\$ 110,000	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754	\$ 111,754
Other Direct Costs	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724	\$ 1,724
Vivid Engineering Group (Geotechnical)	\$ 18,800	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754	\$ 17,754
Daley Land Surveying, Inc. (Survey/Mapping/ROW)	\$ 12,243	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440	\$ 11,440
Plyon Environmental, Inc. (Environmental)	\$ 3,000	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800
CGI (Public Involvement)	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191	\$ 177,191
Gooch & Associates, Inc. (SUE Investigation, Landscape Design)	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935
<b>Total Professional Service Fee and Other Direct Costs</b>	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935	\$ 1,329,935

EXHIBIT A  
FEE SCHEDULE

DESCRIPTION/ASSUMPTIONS

Make up to reflect final meeting and bid closing  
Make up for any schedule changes during construction

EXHIBIT 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 220 Emerson Place, Suite 200 Davenport IA 52801	CONTACT NAME: Cheryl Harless PHONE (A/C No. Ext): 563-316-3415 E-MAIL ADDRESS: cheryl_harless@ajg.com	FAX (A/C No): 563-263-6667
	INSURER(S) AFFORDING COVERAGE <b>INSURER A:</b> Charter Oak Fire Insurance Company <b>INSURER B:</b> Phoenix Insurance Company <b>INSURER C:</b> Travelers Indemnity Company <b>INSURER D:</b> Travelers Property Casualty Co of America <b>INSURER E:</b> Cincinnati Insurance Company <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 910332920**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P-630-4885B479-COF-21	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		810-2L649784-21-43-G	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	Y		ZUP-15T69985-21-NF	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8J736329-21-43-E	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability			EXS0599607	1/1/2021	1/1/2022	Each Occ \$10,000,000 Aggregate \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04), R0003.29.83; Town of Castle Rock its officers and employees named as additional insured on a primary and noncontributory basis with respect to general liability and auto liability, pursuant to and subject to policy terms, definitions, conditions and exclusions. Umbrella/Excess follow form. 30-Day Notice of Cancellation granted.

<b>CERTIFICATE HOLDER</b>  Town of Castle Rock 100 N. Wilcox Street Castle Rock CO 80104	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

10/5/2021

DATE (MM/DD/YYYY)  
6/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> STANLEY CONSULTANTS, INC. 1383226 8000 SOUTH CHESTER STREET, SUITE 500 CENTENNIAL CO 80112	<b>INSURER A:</b> Continental Casualty Company <span style="float:right">NAIC # 20443</span>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 17618827** **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	AEH008220975	10/5/2020	10/5/2021	\$1,000,000 PER CLAIM & IN THE AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: FIFTH STREET WIDENING (GILBERT ST. TO FOUNDERS PKWY) (RFP NO. 2021-04), R0003.29.83.

<b>CERTIFICATE HOLDER</b>  17618827  TOWN OF CASTLE ROCK 100 N. WILCOX STREET CASTLE ROCK CO 80104	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**FIRST AMENDMENT TO THE  
TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(Fifth Street Improvements Project)**

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**DATE:** April 11, 2023

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

**STANLEY CONSULTANTS, INC.**, an Iowa Corporation, 800 South Chester Street, Suite 500, Centennial, Colorado 80112 (“Consultant”).

**RECITALS:**

- A. The Town and Consultant are parties to the Town of Castle Rock Services Agreement (Fifth Street Improvements Project), dated June 15, 2021 (the “Agreement”), and attached as *Exhibit A-1*.
- B. The Town and the Consultant wish to amend the services and increase the project funds by \$99,922.00 for a total cumulative not to exceed amount of \$1,499,857.00.
- C. The Town and Consultant wish to memorialize this change in this First Amendment to the Agreement (“First Amendment Agreement”).

**TERMS:**

**Section 1. Amendment.** Section 1 of the Agreement is amended to read as follows:

**Section 1. Scope of Services.** Consultant shall provide engineering design and general technical support services related to Fifth Street Improvements Project, in accordance with the scope of services attached as *Exhibit 1* to the Agreement (“Services”) as amended by *Exhibit B-1* to the First Amendment Agreement.

**Section 2. Amendment.** Section 2 of the Agreement is amended to read as follows:

**Section 2. Payment.** Consultant shall invoice the Town upon completion of the Services rendered in accordance with the rate and fee schedule identified in *Exhibit 1* to the Agreement, as amended by *Exhibit B-1* to the First Amendment Agreement. The Town shall pay such invoices within 30 days of receipt of such invoice. In no event shall the cumulative payment to Consultant exceed **\$1,499,857.00** unless authorized in writing by the Town. A Town-managed contingency of **\$12,343.00** has been allocated for this project.

**Section 3. Ratification.** In all other respects, the Agreement shall remain in full force and effect.



**ATTEST:**

DocuSigned by:  
*Lisa Anderson*  
298A8A4EDEE34AF  
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

DocuSigned by:  
*David L. Corliss*  
1BB6457CFF75414  
David L. Corliss, Town Manager

**Approved as to form:**

DocuSigned by:  
*Lena McClelland*  
053453C81EDA4FC  
Lena McClelland, Assistant Town Attorney

**Approved as to content:**

DocuSigned by:  
*Dan Sailer*  
64A3B428A73946C  
Daniel Sailer, Public Works Director

**STANLEY CONSULTANTS, INC.**

By: *Sarah Garzooki*  
Its: Transportation Department Manager

Previously Executed



**EXHIBIT A-1 to First Amendment Agreement**

AGREEMENT

Previously Executed

**Fifth Street Widening  
(Gilbert St. to Founders Pkwy.)  
CHANGE ORDER NO. 1  
SCOPE OF SERVICES**

February 13, 2023

Previously Executed

**Change Order 1, Scope of Services  
Fifth Street Widening (Gilbert St. to Founders Pkwy)  
Town of Castle Rock**

**February 13, 2023**

The following Scope of Services identifies the additional effort, fee, scope, and schedule for the project. A detailed workhour and fee estimate are provided as **EXHIBIT A** attached to the change order. Stanley Consultants and the Town of Castle Rock (Town) have discussed these items as the work has progressed for each task element as well as tracking at bi-weekly meetings with the design and Town management team. This change order covers additional items that are beyond the original scope dated 5/20/2021. Items included in this change include:

- Task 1 – Project Management**
- Task 2 – Data Collection – NO ADDITIONAL SERVICES**
- Task 3 – Environmental Coordination**
- Task 4 – Public Involvement & Stakeholder Coordination**
- Task 5 – Subsurface Utility Engineering (SUE) & Utility Coordination – NO ADDITIONAL SERVICES**
- Task 6 – Traffic Analysis & Conceptual Design**
- Task 7 – Preliminary Design**
- Task 8 – Final Design**

## **Task 1 – Project Management**

### **1.1 Project Management**

The project schedule has been extended and additional project management time is required for project team coordination, subconsultant coordination, and invoicing.

### **1.2 Progress Meetings**

The original scope included up to 12 progress meetings. Review meetings are considered separately. Stanley Consultants has performed 18 progress meetings to date and anticipate a total of 24 meeting to complete the project, for an additional 12 meetings.

## **Task 3 – Environmental Coordination**

### **3.1 Environmental Coordination**

The revised scope for Historic Resources is noted below, performed by Pinyon Environmental:

<b>Task</b>	<b>Scope of Work Summary</b>	<b>Deliverables</b>
<b>Historic Resources</b>	Pinyon will develop an Area of Potential Effects (APE), in coordination with CDOT. It is assumed that the APE will surround the estimated limits of disturbance, as well as all properties that will be impacted by the project (i.e., new right-of-way acquisitions or easements). Once the APE is established, Pinyon will research the Office of Archeology and Historic Preservation (OAHP) COMPASS database, topographic maps, and local assessor data for the presence of potential historic resources within the APE.	<p>APE Map</p> <p>I Post World War II Subdivision I403B Form</p> <p>Up to 10 Architectural Inventory I403 Forms</p> <p>I Linear Form</p>



**Change Order 1, Scope of Services  
Fifth Street Widening (Gilbert St. to Founders Pkwy)  
Town of Castle Rock**

**February 13, 2023**

	<p>Based on proposed project improvements, one Post-World War II Subdivision I403B Form (assumes up to 20 properties in sub-division), up to 10 OAHF Architectural Inventory I403 Forms, and 1 linear form to evaluate 5<sup>th</sup> Street. It is assumed that no adverse effect will result from the project. Pinyon will document use of Section 4(f) de minimis in the eligibility and effects letter. Pinyon will coordinate the level of effort for evaluation with the CDOT Historian and provide documentation for compliance with Section 106 and Section 4(f), including historic site evaluation forms, eligibility technical report, and APE map. Pinyon assumes the SHPO cover letter for eligibility will be prepared by CDOT. Pinyon assumes Section 4(f) forms for FHWA signature will be prepared by CDOT. Pinyon assumes that if right of entry is required, it will be provided by Stanley.</p>	<p>Eligibility Technical Report</p> <p>Effects Letter</p>
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### **3.2 Historic Property Exhibits**

Stanley Consultants prepared additional exhibits to assist in the historic resource clearance process.

## **Task 4 – Public Involvement and Stakeholder Coordination**

### **4.1 Public Involvement**

The original project scope assumed virtual meetings. Public meetings were revised to in-person meetings requiring additional Stanley Consultants staff, meeting preparation, and materials.

## **Task 6 – Traffic Analysis & Conceptual Design**

### **6.1 Traffic Counts & Forecasts**

#### **Traffic Data**

Stanley Consultants, as requested by the Town, performed supplemental traffic data collection to provide data during high school days compared to previously collected summer counts.

### **6.2 Conceptual Design Layouts and Alternatives**

Stanley Consultants performed additional services to evaluate the Green-T at Valley drive as well as multiple screening iterations capturing continued input and metrics from the Town. Conceptual analysis included traffic modeling and geometric/roadway layouts. Develop additional alternatives for 3-lane and 4-lane alternatives, roundabouts and intersections. The original scope was to develop 4 alternatives. Stanley Consultants prepared 4 additional alternatives for the 3 and 4 lane alternatives. This additional work was included in the draft Traffic Analysis Report and conceptual design report.

## **Task 7 – Preliminary Design**

### **7.1 Roadway Design Alternatives**

The original scope of work assumed a signalized intersection at Woodlands Boulevard. A roundabout was selected as the preferred intersection configuration in the conceptual phase. Roadway design for roundabouts are inherently more complex due to the additional geometric analysis, geometries, and grading which also results in additional plan preparation.

### **7.2 Preliminary Structural Design**

Stanley Consultants anticipated that retaining walls would be required along Fifth Street to mitigate right-of-way impacts. Stanley Consultants original scope was for 8 walls. At FIR the plans showed 14 retaining walls.

This scope covers the revision to the wall selection report for the changes after Final design.

### **7.3 Preliminary Stormwater Management & Erosion Control Plans**

Original scope for the project assumed Stanley Consultants will complete either the TESC plans and report required by the Town or the CDOT Stormwater Management Plan (SWMP) template sheets as well as prepare Erosion Control plans for the proposed improvements and tabulate these items as required to satisfy both the Town and CDOT requirements.

Stanley Consultants completed both the SWMP template sheets and the TESC plans.

## **Task 8 – Final Design**

### **8.1 Final Roadway Design**

Roadway elements were refined following the preliminary design and included formal variance requests.

Prepared variances include:

- Centerline radii
- Two foot clear zone
- Driveway slopes
- Curb return radii
- Bike lane width
- Median Catch Curb
- Planting areas
- Sidewalk
- Intersection grades

## **8.2 Final Structural Design**

Stanley Consultants original scope was for eight (8) retaining walls. After performing value engineering after the FIR plans, the final design has 10 walls with two of the walls being cast-in-place (CIP) walls. Stanley Consultants prepared plans, specifications, structural calculations for cast-in-place (CIP) walls, independent design for CIP walls, quantities, and independent quantities check.

Additional coordination also included review to the preliminary and final plans for the Four Corners project since two of the walls will extend the proposed wall for the Four Corners project. Added aesthetic treatments to match the Four Corner walls.

Prepared an aesthetic memorandum for the retaining walls, railing and structural coatings.

## **8.3 Final Drainage Design and Water Quality Analysis**

Stanley Consultants completed additional water quality analysis, alternatives and options for the sizing of the detention ponds, including multiple coordination meetings with the Town to review methodology.

Stanley Consultants prepared several drainage ditch alternatives including ditches at the retaining walls. Stanley Consultants prepared variances for the ditches and offsite swales.

## **8.4 Final Sanitary Sewer Relocation Plans**

Stanley Consultants prepared three alternatives to show relocation of the sanitary sewer and laterals east of Rock Street. Alternatives analysis included alignments and profiles to place the sanitary sewer under the retaining wall, location of proposed new sanitary main in Fifth street and impacts to existing water main located in Fifth Street. This includes development of the variances. A conceptual alignment for the water line relocation was included for Town consideration (to be designed by others through CR Water).

## **8.5 Final Traffic Plans: Signing & Striping**

Additional signing and striping for the roundabout at Fifth Street and Woodlands Boulevard was required to capture the roundabout configuration (compared to the initially scoped traditional signalized intersection configuration).



**TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(Fifth Street Improvements Project)**

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**DATE:** June 15, 2021

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

**STANLEY CONSULTANTS, INC.**, an Iowa corporation, 8000 South Chester Street, Suite 500, Centennial, CO 80112 (Consultant).

**RECITALS:**

- A. The Town issued a Request for Proposals from qualified consultants with expertise in engineering design and general technical support services.
- B. Consultant timely submitted its proposal.
- C. The 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 and general technical support services related to Fifth Street Improvements Project, in accordance with the scope of services attached as *Exhibit 1* ("Services").

**Section 2. Payment.** Consultant shall invoice the Town upon completion of the Services rendered in accordance with the rate and fee schedule identified in *Exhibit 1*. The Town shall pay such invoices within 30 days of receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$1,399,935 unless authorized in writing by the Town. A Town-managed contingency of \$112,265.00 has been allocated for this project.

**Section 3. Completion.** Consultant shall commence the Services on June 21<sup>st</sup>, 2021 and complete the Services December 22<sup>nd</sup>, 2023. 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.

The Town shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant. 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. In addition, this Agreement shall terminate December 31, 2021 in the event funds to support payment under this Agreement are not appropriated for calendar year 2022. Similarly, this Agreement shall

terminate December 31, 2022 in the event funds to support payment under this Agreement are not appropriated for calendar year 2023.

**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, the 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 and submitted at the time of execution of this Agreement as *Exhibit 2* 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 \$387,000 per person, \$1,093,000 for two or more persons, 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 the Town, its officers, or its employees.

**Section 9. Indemnification.** Consultant expressly agrees to indemnify and hold harmless the 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 the Town, the 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. 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. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

**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 the 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 the 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 the 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 the Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

[SIGNATURE BLOCK TO FOLLOW]

**ATTEST:**

**TOWN OF CASTLE ROCK**

*Robin Schouler*  
for Lisa Anderson, Town Clerk

*Jason Gray*  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

*Michael J. Hyman*  
Michael J. Hyman, Town Attorney

*Daniel Sailer*  
Daniel Sailer, Public Works Director

**CONSULTANT:**

**Stanley Consultants Inc.**

By: Marvinetta L. Hartwig  
Digitally signed by Marvinetta L. Hartwig  
DN: c=US,  
e=MHartwig@stanleygroup.com,  
o=Stanley Consultants, Inc., ou=Transportation,  
cn=Marvinetta L. Hartwig  
Date: 2021.06.09 09:25:04 -0500

Its: Vice President, Transportation Market Leader



Previously

May 20, 2021

**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
**Town of Castle Rock**

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The following Scope of Services identifies exclusions and assumptions upon which Stanley Consultants Inc. has relied upon in determining our effort, fee, scope, and schedule for the project. A detailed workhour and fee estimate are provided as **EXHIBIT A** in our proposal. Stanley Consultants and the Town of Castle Rock (Town) agree to renegotiate these terms in the event an assumption or exclusion becomes invalid. Stanley Consultants scope includes the primary top tasks listed below:

- Task 1 – Project Management**
- Task 2 – Data Collection**
- Task 3 – Environmental Coordination**
- Task 4 – Public Involvement & Stakeholder Coordination**
- Task 5 – Subsurface Utility Engineering (SUE) & Utility Coordination**
- Task 6 – Traffic Analysis & Conceptual Design**
- Task 7 – Preliminary Design**
- Task 8 – Final Design**
- Task 9 – Post Design Services**

## **Task 1 – Project Management**

### **1.1 Project Management**

Stanley Consultants will monitor and control the effort and progress of the proposed services as follows:

- Monitor subconsultant progress and review/approve invoices
- Prepare monthly Progress Reports and client invoices showing Earned Value
- Prepare, monitor and adjust CPM schedule monthly
- Prepare a QA/QC Plan

*Deliverables: Monthly Progress Reports (including monthly updates to CPM schedule)*  
*CPM Schedule (MS Project)*  
*QA/QC Plan*

### **1.2 Progress Meetings**

Project design coordination meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include Stanley Consultants PM, consultant task leads as needed, Town staff, CDOT staff and other stakeholders as necessary. Stanley Consultants will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting, and prepare meeting minutes for a Kickoff Meeting/Pre-Design Meeting, and status meetings (up to 12) (review meetings are considered separately). Stanley Consultants will also conduct an initial Agency Workshop. Stanley Consultants will consult with the Town's PM prior to each meeting to get input regarding the agenda.

*Deliverables: Meeting Notice, Agenda and Minutes (1 Kickoff/Pre-Design Meeting and up to 12 status meetings)*  
*Initial Agency Workshop*

**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
**Town of Castle Rock**

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## **Task 2 – Data Collection**

### **2.1 Project Initiation / Data Collection**

Stanley Consultants will conduct a field reconnaissance and site review to document features and constraints specific to this project. Field information will be recorded using field notes and digital photos.

### **2.2 Design Survey, Mapping, and Right-of-Way**

Design Survey and Mapping activities will be performed by Daley Land Surveying, Inc. (Daley). Survey and mapping activities will consist of the following:

#### **Project Initiation**

- Obtain permission to enter

#### **Survey Control and Right-of-Way**

- Recover and Establish project Horizontal and Vertical Control for Right-of-Way, Improvement mapping, and future construction. Horizontal Control will be referenced to the Douglas County network, Vertical control will be referenced to NGS-NAVD88 Benchmark control (tie to previous Ridge Road project).
- Perform requisite research and calculations to plot the existing Right-of-Way along Fifth Street within the project limits.
- Prepare Right-of Way Plans and Ownership Map using CDOT standards.
- Obtain Owner and Encumbrances Reports.

#### **Design Survey Mapping**

- Perform topographic survey, mapping all improvements within the project limits (supplemental survey) sufficient for the design. Mapping will include, but not be limited to the following: streets, curb & gutter, fences, sidewalks, walls, trees, inlets, manholes, above ground utility appurtenances, etc.
- Obtain invert data for storm & sanitary sewer within the project limits.
- Stake up to 79 geotechnical borehole locations.
- Provide AutoCAD drawing and surface files for mapping.
- Mapping, Right of Way and Verification limits per **Figure 1**.
- Supplemental surveying – we have assumed an additional 2 days (16 hrs) of field work and 12 hrs of office work. Supplemental surveying will be used to pick up any areas of need not picked up in the original survey limits based on preliminary design (areas for water quality ponds, etc.)

#### **Legal Descriptions and Exhibits**

- Prepare up to thirty-nine (39) legal descriptions and exhibits for right-of-way and easements. Prepare closure reports.

**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
**Town of Castle Rock**

*Deliverables: Design Survey & ROW mapping, Legal Descriptions and Exhibits, CDOT Right-of-Way Plans, Right of Entry Agreements, Land Survey Control Diagram*



**Figure 1. Survey & Mapping Limits**

### **2.3 Geotechnical Investigation and Pavement Design**

Geotechnical Investigation and Pavement Design activities will be performed by Vivid Engineering Group, Inc. These services will consist of the following activities:

#### **Geotechnical Field Investigation**

- Work with Stanley Consultants to obtain access to boring locations within the Town of Castle Rock right-of-way and private properties, as required.
- Field locate the borings and establish safety procedures.
- Notify the Colorado 811 one-call system to have existing utilities located/marked in the vicinity of the proposed boring locations.
- Obtain an appropriate excavation/work in the right-of-way permit through the Town of Castle Rock, and provide traffic control services during field activities, as required.
- Obtain pavement cores at 8 of the boring locations (approximately 1 core per 1,000 lineal feet of existing road) to evaluate existing asphalt condition and thickness.
- **If required by utility owners, we will perform potholing to verify utility locations in the vicinity of geotechnical borings. However, for the purposes of this proposal, potholing is not included. Therefore, additional scope/fee and schedule impacts beyond that provided herein would be required if potholing is deemed required by utility owners.**

#### **Subsurface Exploration**

Based on Section 14 of the Town of Castle Rock Pavement Design Criteria, pavement borings are required at not greater than 250-foot horizontal intervals for roadways with one lane in each direction. In addition, retaining wall boring locations are generally based on frequency/spacing recommended by

**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
**Town of Castle Rock**

the CDOT Field Materials Manual and AASHTO LRFD guidelines. The following subsurface exploration program will be performed under the observation of a qualified geologist/representative of the geotechnical engineer:

Boring Location	Number of Borings	Proposed Boring Depth (feet, bgs)	Estimated Drilled Footage (feet)
<b>Pavement Borings</b>			
Pavement Borings (Valley Drive)	2	10'	20
Pavement Borings (5 <sup>th</sup> Street)	27	5 to 10	160
<b>Retaining Wall Borings</b>			
Retaining Wall 1	3	15 to 20	55
Retaining Wall 2	3	15	45
Retaining Wall 3	4	15 to 40	95
Retaining Wall 4	3	15 to 25	55
Retaining Wall 5	4	20 to 50	140
Retaining Wall 6	2	15 to 25	40
Retaining Wall 7	4	15 to 30	95
Retaining Wall 8	3	15 to 25	55
Rock Cut Area (9)	1	30	30
Rock Cut Area (10)	1	15	15
Rock Cut Area (11)	1	25	25
Rock Cut Area (12)	1	30	30
<b>Total Estimated Drilled Footage (feet)</b>			<b>860</b>

\* The retaining wall locations are based on a conceptual layout performed by Stanley Consultants during the proposal phase. Actual number of retaining walls to be verified to preliminary design.

### Geotechnical Lab Testing

Testing will be performed in general accordance with CDOT and Town of Castle Rock pavement design specifications and will include, but not be limited to: Gradation Analysis/Atterberg Limits, Moisture Content/Unit Weight, Direct Shear Testing, Swell Testing, R-value/Unconfined Compressive Strength, pH, Resistivity, Redox, Soluble Sulfates, Soluble Chlorides, and Sulfides.

### Geotechnical Analysis and Report Preparation

Prepare a report to summarize the site exploration data, laboratory test results, observations, and provide conclusions and recommendations. The field work and report preparation will be supervised by a registered professional engineer.

*Deliverables: Geotechnical Investigation and Pavement Design Report*

**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
**Town of Castle Rock**

## Task 3 – Environmental Coordination

### 3.1 Environmental Coordination

Environmental coordination activities will be performed by Pinyon Environmental, Inc. (Pinyon). This work consists of completing a NEPA study in compliance with CDOT specifications. The level of study required is assumed to be a Categorical Exclusion (CatEx) utilizing CDOT Form 128. Pinyon will support the project by completing technical studies as noted in the table below:

Task	Scope of Work Summary	Deliverables
<b>Environmental Documentation</b>	The memorandum will summarize the environmental conditions, with appendices for air, noise, biological, historic, and hazardous materials. It is assumed that this memorandum will have a draft and final review by CDOT in addition to the Town's initial review.	<ul style="list-style-type: none"> <li>• Environmental Clearance Memorandum</li> </ul>
<b>Air Quality</b>	It is assumed that air quality modeling for Carbon Monoxide will be required for up to two intersections and that PM10 modeling will not be required. This will be confirmed once the current, future no-action, and future with improvements Level of Service is known.	<ul style="list-style-type: none"> <li>• Air Quality Memorandum</li> </ul>
<b>Noise</b>	A Type I noise analysis is required based on proposed project improvements as additional capacity will be added to Fifth Street and there are sensitive receptors within 500 feet of the roadway.	<ul style="list-style-type: none"> <li>• Noise Memorandum</li> </ul>
<b>Hazardous Materials</b>	<p>Pinyon will complete an Initial Site Assessment (ISA) and CDOT Form 881. A Geosearch database will be ordered by Pinyon for review. The focus of the ISA will be areas where ground disturbances are anticipated. A site visit will be conducted by one resource specialist over a one-day period.</p> <p>Pinyon assumes no lead-based paint and asbestos sampling will be required. No soil or water sampling will be conducted.</p>	<ul style="list-style-type: none"> <li>• ISA</li> <li>• CDOT Form 881</li> <li>• Database Report (provided by CDOT)</li> </ul>
<b>Biological Resources</b>	<p><b>Field Work &amp; Documentation:</b></p> <p>The field survey will be completed by one Pinyon biologist in a one-day period. For this project, Pinyon biologist will survey for: wetlands, Senate Bill 40 (SB 40) resources, threatened and endangered species, vegetation, noxious weeds, and migratory birds as well as raptors. Geographic Information System (GIS) data will be provided for incorporation into the project plans. All biological resources will be documented in a Biological Resources Report (BRR).</p>	<ul style="list-style-type: none"> <li>• GIS Shapefiles</li> <li>• Brief BRR</li> </ul>
	<p><b>Wetlands/Waters of the US:</b></p> <p>Pinyon will complete a wetland delineation in accordance with US Army Corps of Engineers (USACE) and CDOT protocols, where disturbances are expected (e.g., within the project footprint and along staging areas). Stanley will provide the study area prior to field surveys. Pinyon will complete the impact analysis and document the existing conditions regarding wetlands in the BRR.</p> <p>Based on review of the area, impacts to Waters of the US, including wetlands, are possible, along the small ditches adjacent to and crossing Fifth Street. This scope and fee assume that an Individual Section 404 permit and Wetland</p>	<ul style="list-style-type: none"> <li>• Documented in BRR</li> <li>• GIS Data Files</li> <li>• PCN</li> </ul>

**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
**Town of Castle Rock**

	<p>Finding Report are not required but a Preconstruction Notice (PCN) to the USACE may be necessary, likely for use of a Nationwide Permit #14. Mitigation is assumed to be completed on-site. If the ditches are not jurisdictional, CDOT will still require 1:1 mitigation of any wetland (if present) impacts to them. Senate Bill 40 resources may also be present.</p>	
	<p><b><u>Vegetation and Noxious Weeds:</u></b>  List A and B noxious weeds will be mapped, as applicable (i.e., if located in discrete locations); however, if the density of weeds is significant detailed mapping will be stopped, and recommendations regarding weed controls will be presented in the BRR.</p> <p>It is assumed that an Integrated Noxious Weed Management Plan (INWMP) will not be required for this project. If an INWMP is needed, additional scope and fee would be required.</p>	<ul style="list-style-type: none"> <li>• Documented in BRR</li> </ul>
	<p><b><u>Senate Bill (SB) 40 Resources:</u></b>  Assumes SB 40 resources are located within the study area and that an informal certification is required.</p>	<ul style="list-style-type: none"> <li>• SB 40 Informal Certification</li> </ul>
	<p><b><u>TES/Migratory Birds/Raptors:</u></b>  Pinyon will conduct a survey for raptors and other migratory birds within the prescribed buffer area/study area per Colorado Parks and Wildlife guidelines. The results of the survey will be documented in the BRR.</p> <p>Pinyon will evaluate habitat within the study area for federally and state-listed species, and document within the BRR. Only a habitat assessment will be conducted; a species-specific survey is not included in this scope. If a species-specific survey is required, additional scope and fee would be necessary.</p> <p>There is low potential for the presence of suitable habitat for threatened or endangered species. Pinyon assumes that the impact assessment will reveal <i>No Effect</i> to federally listed species. Therefore, coordination with the US Fish and Wildlife Service (USFWS) is not anticipated to be required. If the effects determination is <i>May Affect, But Not Likely to Adversely Affect</i>, coordination with USFWS in the form of a letter would be necessary and additional scope and fee may be required.</p>	<ul style="list-style-type: none"> <li>• Biological Resources Report</li> </ul>
<b>Historic Resources</b>	<p>Pinyon will develop an Area of Potential Effects (APE), in coordination with CDOT. It is assumed that the APE will surround the estimated limits of disturbance, as well as all properties that will be impacted by the project (i.e., new right-of-way acquisitions or easements). Once the APE is established, Pinyon will research the Office of Archeology and Historic Preservation (OAHP) COMPASS database, topographic maps, and local assessor data for the presence of potential historic resources within the APE.</p> <p>Based on proposed project improvements, up to two (2) OAHP Architectural Inventory Forms 1403 may be needed for a newly identified, potentially historic resource along Fifth Street. Recordation of linear resources on the corresponding OAHP forms is anticipated for Fifth Street itself. It is assumed that if</p>	<ul style="list-style-type: none"> <li>• APE Map</li> <li>• Up to two (2) Architectural Inventory 1403 Forms</li> <li>• 1 Linear Form</li> <li>• 1 District Eligibility Assessment</li> <li>• Eligibility and Effects Letter</li> </ul>



**Scope of Services**  
**Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04)**  
**Town of Castle Rock**

	there is a newly historic resource, no adverse effect will result from the project. Additionally, it is assumed that the historic district will need to be assessed for eligibility and that it is not adversely affected. Pinyon will document use of Section 4(f) de minimis in the eligibility and effects letter. Pinyon will coordinate level of effort for evaluation with the CDOT Historian and provide documentation for compliance with Section 106 and Section 4(f), including historic site evaluation forms; eligibility and effects letter; APE map; and Section 4(f) de minimis form(s). Pinyon assumes that if right of entry is required, it will be provided by Stanley.	
<b>Archeological Resources</b>	Assumes CDOT to evaluate resources internally.	<ul style="list-style-type: none"> <li>• None</li> </ul>
<b>Section 6(f)</b>	Assumes Land and Water Conservation Funds have not been utilized for any resources in or adjacent to the study area.	<ul style="list-style-type: none"> <li>• None</li> </ul>
<b>Paleontology</b>	Assumes CDOT to evaluate resources internally.	<ul style="list-style-type: none"> <li>• None</li> </ul>
<b>Non-Historic 4(f)</b>	There are no Section 4(f)/Non-Historic Resources adjacent to Fifth Street between Gilbert Street and North Ridge Road. It is assumed that all sidewalks/trails are multi-use facilities.	<ul style="list-style-type: none"> <li>• Documented in the Environmental Clearance Memorandum</li> </ul>

## Task 4 – Public Involvement and Stakeholder Coordination

### 4.1 Public Involvement

Public Involvement and Stakeholder Coordination will be led by CIG and will consist of the following items:

#### Design Meeting #1

The primary information to be shared during Design Meeting #1 will be the preliminary design and target milestones dates for construction start/completion. Project website information will be shared to those who attend as well. The Stanley Consultants teams will coordinate and facilitate Design Meeting #1. It is assumed that Design Meeting #1 will be held virtually.

#### Design Meeting #2

The primary information to be shared during Design Meeting #2 will be the final design and rough schedule of construction activities/impacts. The project website link will be shared. Also, attendees will be asked if they would like to sign up for email notifications for project updates. The Stanley Consultants teams will coordinate and facilitate Design Meeting #2. It is assumed that Design Meeting #2 will be held virtually.

#### Project Website

The Town of Castle Project Manager and Community Relations will be responsible to update the project website throughout the project design. The Stanley Consultants will be responsible for

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supplying content to the Town of Castle Rock to be periodically posted to the website. It is assumed the Town will be responsible for updating and maintaining the website. The website will be a primary tool for residents/stakeholders to obtain general information regarding the project, including:

- Outline Project Schedule
  - Open House Dates
  - Construction Start
  - Construction Completion
- General Project Description
- Representative contacts

**Email Notification Line**

A project Email Notification Line will be created before construction in order to facilitate communication of project updates. The Email Notification Line will be maintained by the Town of Castle Rock and is excluded from our scope of work.

**CRW Mailer**

Another communication tool to utilize is the monthly CRW mailer. The mailer may be used as an additional form of communication to inform residents of upcoming open houses, and any major changes (if encountered) to project timeframes. The Stanley Consultants will be responsible for supplying content to the Town of Castle Rock to be used in the CRW Mailer.

Our scope of work excludes any hard costs (such as printing or mailing). It is assumed that the Town of Castle Rock can provide these materials.

*Deliverables: Design Meeting #1, Design Meeting #2, Project Website Content, CRW Mailer Content, Final Communications Report, Stakeholder List, Open House Feedback Summary*

**Task 5 – Subsurface Utility Engineering (SUE) & Coordination**

Subsurface Utility Engineering (SUE) and investigation activities will be performed by Goodbee & Associates, Inc. (Goodbee). This work will be performed in accordance with the American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02) as well as Colorado Senate Bill 18-167 and includes the following activities:

**5.1 SUE Investigation**

The SUE investigation will consist of a Phase 1 and Phase 2 investigation. For Phase 1, it is the responsibility of Goodbee to perform due diligence with regards to records research (QL-D level of effort) and acquisition of available utility records. Goodbee will further investigate the project area utilizing a suite of geophysical equipment to obtain QL-B data. During QL-B field work, Goodbee will scan the defined work area using electronic prospecting equipment to search for previously un-recorded utilities. Utilities that are not identified through these efforts will be here forth referred to as

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“unidentified” utilities. Goodbee is not responsible for designating “unidentified” utilities that were not detected through due diligence and scanning the work area.

The Phase 2 investigation primarily consists of utility locating discrete QL-A vacuum excavated test holes. Goodbee and a vacuum excavation truck (vac truck) contractor will perform excavation operations and the engineering survey. The test hole locations will be coordinated between Goodbee and the project team.

**Assumptions/Exclusions**

- ✓ Assume **50** test hole locations.
- ✓ QL-A test holes will be backfilled using native materials as collected by the vacuum excavation truck. Asphalt repair will be completed with DOT-compliant cold-patch asphalt. Should alternative methods of test hole restoration be required, Goodbee will invoice the repairs at cost.
- ✓ The SUE Plan set is valid only at the time of sealing. Should the project occur over an extended duration of time, an additional SUE investigation may be warranted to collect updated existing subsurface utility conditions.

*Deliverables: CADD utility reference file with Phase 1 findings, CADD utility reference file with Phase 2 findings, Utility Plan Set with Quality Level Designations*

**5.2 Utility Coordination**

Stanley Consultants will incorporate the Phase 1 and Phase 2 utility information received from Goodbee into the project files, prepare a utility potholing log sheet for incorporation into the plans, and show the utility designation/test hole information in the plans. Stanley Consultants will utilize the Phase 1 & 2 information to determine if utility conflicts exist with the proposed improvements and if the proposed design can be altered to avoid conflicts. If conflicts with the proposed design are unavoidable, Stanley Consultants will begin the utility coordination process with the affected utility owners.

Stanley Consultants will coordinate with the affected utility owners in the project area. It is assumed that we will attend up to ten (10) utility coordination meetings to discuss and resolve any utility conflicts during the preliminary design phase.

*Deliverables: Meeting Notice, Agenda and Minutes (up to ten (10) utility coordination meetings), Utility Matrix, Utility Tracking Matrix*

**Assumptions/Exclusions**

- ✓ Our scope of work is for utility coordination only and excludes any wet and dry utility relocation designs (with the exception of the sanitary sewer line relocation mentioned in Tasks 8.X and 9.X)

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### 5.3 *CDOT Utility Clearance Support*

Stanley Consultants will coordinate the CDOT utility clearance process. The task involves finalizing any utility relocation coordination with the affected utilities and documenting the resolution with a utility relocation agreement that will be signed by the affected utilities along with preparing a utility clearance letter required by CDOT for Utility Clearance prior to project approval.

*Deliverables: Utility Clearance Letter, Utility Relocation Agreements*

## Task 6 – Traffic Analysis & Conceptual Design

### 6.1 *Traffic Counts & Forecasts*

#### Traffic Data

Stanley Consultants will obtain existing AM and PM peak hour turning movement counts at the following intersections:

- 5<sup>th</sup> Street and Woodlands Blvd
- 5<sup>th</sup> Street and Valley Dr.

Twenty-four-hour bi-directional traffic volumes will be collected at the following three locations:

- Between Founders Parkway (Four Corners intersection) and Valley Dr.
- Between Valley Dr. and Woodlands Parkway
- Between Rock St. and Woodlands Parkway

Stanley Consultants will visit the project site and existing intersections to document existing conditions such as intersection geometry and operation.

Stanley Consultants will obtain historical ADT volumes from the Town's website.

#### Forecast Data

Stanley Consultants will obtain 2040 travel demand model forecast volumes from DRCOG.

#### Data provided by the Town of Castle Rock:

- The most recent 5 years of crash data for the intersections and the project corridor
- Previously completed studies and reports pertinent to the project

### 6.2 *Traffic Analysis*

Stanley Consultants will perform a traffic analysis at the Fifth Street/Woodlands Blvd. and Fifth Street/Valley Dr. intersections to determine operational performance for the current year (2021), opening year (2023), and design year (2040). PTV Vistro software will be utilized for the analysis. The scope of work for the traffic analysis and accompanying report includes the following tasks:

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- a) Analysis of crash data. Stanley Consultants will summarize the five years of crash data obtained and document the crash rate, frequency, and severity for all intersections and roadway segments in the study area.
- b) Conduct an existing conditions analysis utilizing the existing collected traffic volumes, intersection configurations and operations at the two project intersections.
- c) Review obtained historical ADT, previous studies and reports as well as proposed developments in the vicinity and develop a growth rate to generate projected 2023 traffic volumes for the two project intersections.
- d) Determine 2040 turning movement volumes based on DRCOG projected 2040 volumes for the two project intersections.
- e) Complete a signal warrant analysis (Signal Warrants 1, 2, 3, and 7 as defined in the Manual on Uniform Traffic Control Devices) for the intersection of 5th Street and Valley Dr for existing year (2021), the year 2023 and 2040.
- f) Analyze the operation and recommend lane configurations for the year 2023 and 2040 for the two project intersections. The Town's Transportation Design Criteria Manual (TDCM) requires a minimum LOS D or better. Capacity analysis will be per HCM 6th Edition. Level-of-service will be reported for all analysis scenarios listed above and mitigated to a minimum level-of-service "D" as defined by the Town's TDCM.
- g) Analyze the queuing for all turn lanes for the two project intersections. Queuing analysis will be studied using PTV Vistro to determine appropriate storage lengths at the intersections.
- h) Prepare a report in accordance with the Town of Castle Rock Transportation Design Criteria Manual requirements stating the findings, conclusions and recommendations. The Traffic Report will be submitted to the Town for review, comments and approval. Stanley Consultants shall address the review comments received from the review process, resubmit a FINAL Report and obtain approval.
- i) New and major Town comments generated during the review that substantially change the Traffic Impact Report may necessitate additional out of scope work and reviews and shall be discussed with the Town

**Assumptions/Exclusions**

- Traffic simulations videos are excluded.
- COVID-19 Adjustment factor will not be applied to the existing traffic volumes.
- Pedestrian and bicycle count or analysis are excluded.
- Analysis of adjacent intersections other than ones described above are excluded.
- Analysis of horizon years other than ones described above are excluded.
- Analysis of pedestrian/bicycle facilities are excluded.
- Analysis of weekend time periods are excluded.

*Deliverables: Draft and Final Traffic Analysis Report*

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### 6.3 *Conceptual Design Layout*

Stanley Consultants will look at up to four (4) conceptual layouts to address variations in the typical section and alternative cut/fill and retaining wall arrangements. These layouts will consist of 2 intersection alternatives at the Fifth/Woodlands intersection and 2 intersection alternatives at the Fifth/Valley Drive intersection. Stanley Consultants will prepare the geometric layout for each conceptual alternative on a roll plot exhibit at a scale of 1"=100' depicting the horizontal layout. The following information will be depicted on the roll plots:

- North Arrow
- Control Lines
- Curve Data
- Laneage
- Project Limits and anticipated ROW impacts
- Traffic volumes
- Concept Layouts for Water Quality

Planning-level cost estimates will be prepared for two (2) alternatives. The roll plot and estimate will be prepared and submitted to the Town for review. It is assumed that Stanley Consultants will attend meeting a coordination to discuss the Conceptual Design Layouts with the Town prior to finalizing and moving into the preliminary design phase.

*Deliverables:*    *Conceptual Design Roll Plot*  
                          *Conceptual Opinion of Probable Cost*

## **Task 7 – Preliminary Design**

### 7.1 *Preliminary Roadway Design*

Once a preferred alternative has been selected from the Conceptual Design phase, Stanley Consultants will perform the roadway design that will include:

- Refine the horizontal and vertical geometry of the preferred alternative.
- Refine and detail the cross-sectional elements including laneage, tapers and transitions, curb and gutter, sidewalk, shoulders, medians, islands, pedestrian facilities, retaining walls, fences, etc.
- Refine the layout of the proposed intersection improvements. Create a 3-dimensional model of the roadway that incorporates the elements noted above.
- Compute earthwork quantities. Stanley Consultants will model the horizontal and vertical alignment using the typical sections for the project and prepare cross sections every 50 feet for the length of the proposed improvements. After the cross sections are completed, Stanley Consultants will utilize the end area method to calculate the earthwork quantities.
- It is assumed that the project will be constructed in two (2) different construction phases (separated by multiple years). This scope of work includes providing two (2) complete sets of

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plans, specifications, and estimates (PS&E). One (1) PS&E package for Phase 1 and one (1) PS&E package for Phase 2.

- Prepare review drawings for a Field Inspection Review (FIR) Meeting with the Town and CDOT.

The following plan sheets are assumed:

- |                                     |  |
|-------------------------------------|--|
| ✓ Title Sheet                       | ✓ Structural Plans                                 |
| ✓ Standard Plans List               | ✓ Drainage Plan and Profile Sheets, Details        |
| ✓ General Notes                     | ✓ CDOT SWMP Template Sheets                        |
| ✓ Summary of Approximate Quantities | ✓ Erosion Control Sheets (Initial/Interim & Final) |
| ✓ Tabulation of Quantities          | ✓ Landscaping Plans                                |
| ✓ Typical Sections                  | ✓ Lighting Plans                                   |
| ✓ Survey Tabulation                 | ✓ Construction Phasing Sheets                      |
| ✓ Survey Control Diagram            | ✓ Traffic Signal Sheets                            |
| ✓ Geometric Layout Sheets           | ✓ Signing and Striping Sheets                      |
| ✓ Removal Sheets                    | ✓ Cross Sections                                   |
| ✓ Roadway Plan and Profile Sheets   |  |
| ✓ Intersection Details              |  |
| ✓ Misc. Construction Details        |  |

**7.2 Preliminary Structural Design**

Stanley Consultants anticipates that retaining walls will be required along Fifth Street to mitigate right-of-way impacts. Stanley Consultants estimates that 8 walls will be required for a total length of 4,000 feet. Stanley Consultants estimates that 4 walls will be MSE fill walls for a total length of 1,900 feet. Stanley Consultants estimates that 4 walls will be soil nail cut walls for a total length of 2,100 feet. The rock cut areas will be evaluated by the geotechnical investigate but are assumed to not require retaining walls.

Stanley Consultants will prepare a Structures Selection Report (SSR) for the selection of the retaining walls along Fifth Street. Using the CDOT SSR checklist, the selection report will include:

- Executive Summary
- Site Description and Design Features
  - Vicinity Map
  - ROW Impacts
  - Utilities
    - Water and sewer pipelines
    - Overhead powerline
    - Fiber optic
  - Geotechnical Summary
  - Hydraulics Summary
  - Environmental Concerns
  - Roadway Design Features
- Structural Design Criteria
  - Design Specifications

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- Aesthetic Requirements
- Structure Wall Selection
  - Structure Layout Alternatives
- Wall alternatives
- Constructability and Construction Phasing
- Maintenance and Durability
- Corrosive Resistance
- Summary of Structure Type Evaluation Table
- Construction Cost
- Figures and Appendices
  - Alternative Typical Sections
  - General Layout of the Selected walls
  - Summary of Quantities and Cost Estimate Tables

Stanley Consultants will evaluate alternatives for the walls along the corridor. Walls will be evaluated considering the following:

- Location of retaining wall
- Use of wall vs slopes and obtaining ROW
- Geotechnical requirements and recommendations
- Cost of retaining walls
- Phasing of project with roadway
- Constructability
- Drainage structures and utilities
- Railing requirements
- Aesthetics

Stanley Consultants will evaluate the following types of walls at each location:

- Cast-in-place retaining wall
- MSE retaining walls
- Soil nail/rock cut walls or rock slopes
- Large block landscape walls
- Soldier piles walls

Stanley Consultants will prepare and submit the SSR to Town of Castle Rock and CDOT. Stanley will attend an FIR meeting with CDOT. Stanley will address comments on the SSR and close comments.

**Assumptions/Exclusions**

- ✓ Design of noise walls are excluded from this scope since location and type will be determined after noise study. Noise walls can be added later if required.
- ✓ Design of major drainage structures (concrete box culverts crossing Fifth Street) are excluded.
- ✓ Design of water quality outlet structures is included in our scope of work. We assume up to three (3) water quality ponds may be needed for this project.
- ✓ It is assumed that rock cuts will not require retaining walls.



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*Deliverables: Structures Selection Report*

### **7.3 Preliminary Drainage Design**

The drainage system design will follow the Town of Castle Rock Storm Drainage Design and Technical Criteria Manual and CDOT requirements.

#### **7.3.1 Review of Background Material, Information Collection, & Coordination**

- All available reports and construction plans will be reviewed including adjacent development plans, master planning studies, and floodplain studies.
- All available mapping and survey data will be reviewed.

#### **7.3.2 Hydrologic and Hydraulic Analysis**

- The hydrologic analysis for the project will be updated to reflect current conditions and the proposed work.
- Peak flows for cross culverts/storm sewer systems will be established from adjacent development and drainage reports where possible. The reports provided by the Town will be limited to those sent to Stanley Consultants on 5/19/2021.
- The Rational Method will be used to develop peak flows for local roadway drainage.
- Water quality control measures will be included in the design. These features will be designed following USDCM: Volume 3 Stormwater Quality guidance.
- Roadway drainage, including roadway ditches, storm inlets, and storm sewer systems will be designed for hydraulic capacity for both minor and major storm events.
- Major drainage crossings proposed to be replaced will be designed to meet all Town and CDOT requirements for culverts.
- Storm Sewer Systems including profile elevations, size, and locations will be designed using Bentley's Open Roads Designer and StormCAD software and storm sewer design methods.

#### **7.3.3 Water Quality Analysis and Design**

- It is assumed that the project will be required to provide full-spectrum detention and water quality. We have assumed up to three (3) water quality ponds and one (1) hydrodynamic separator.

#### **7.3.4 Preliminary Design Plans and Drainage Report**

- Development of preliminary construction drawings and estimate.
- Development of Draft Phase III Drainage Report.

*Deliverables: Draft Phase III Drainage Report, Drainage plans/profiles*

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#### **7.4 Preliminary Stormwater Management & Erosion Control Plans**

It is anticipated that the project will have more than 1 acre of disturbance. Stanley Consultants will complete either the TESC plans and report required by the Town or the CDOT Stormwater Management Plan (SWMP) template sheets as well as prepare Erosion Control plans for the proposed improvements and tabulate these items. The Erosion Control plans will be broken into Initial, Interim, and Final plans. Which requirements will be followed will be determined at the kickoff meeting.

*Deliverables: SWMP Template or TESC Report & Erosion Control plans*

#### **7.5 Preliminary Sanitary Sewer Relocation Plans**

Stanley Consultants will provide a design for the replacement of an existing 8" VCP sanitary sewer line that serves Rock Lane with new manholes, pipe, and service connections within Town right-of-way (underneath Fifth Street). The existing sanitary line is currently outside of Town right-of-way and in poor condition.

*Deliverables: Preliminary Sanitary Sewer Relocation plans*

#### **7.6 Preliminary Traffic Signal Design**

Stanley Consultants will prepare preliminary traffic signal modification plans for the intersection of Fifth Street and Woodlands Blvd. The design for Fifth Street and Woodlands Blvd will be in accordance with the Town of Castle Rock's current policies and procedures and the latest version of the MUTCD. The preliminary traffic signal plans only include the preparation of plan sheets for the signal layout. A detailed description of the drawings is given below along with an estimate of the number of sheets required.

The traffic signal design will include a 20-scale plan view that will require one plan sheet for each intersection. These plan views will show curb, gutter, sidewalk, ROW, utilities, median islands, striping, and control lines.

Removal of the traffic signal equipment will occur at Fifth Street and Woodlands Blvd. One (1) sheet is required to show traffic signal removal plans.

Stanley Consultants will design a modified traffic signal for the intersection of Woodlands Blvd, and a new traffic signal at Valley Dr. if warranted. For preliminary design the traffic signal equipment shown on these plans will include, signal poles, signal mast arms, luminaires, luminaire mast arms, signal head placement.

It is anticipated that the signal timing for the intersection will be completed by the Town.

*Deliverables: Traffic Signal plans*

#### **7.7 Preliminary Signing & Striping Plans**

Stanley Consultants will prepare the signing and pavement marking plans for the Fifth Street reconstruction based on the Town of Castle Rock's current policies and procedures and the latest

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version of the MUTCD. The signing and pavement marking plans include general notes and quantities sheet, sign summary sheets, plan sheets and sign format sheets.

A field visit will provide an inventory of the existing signing and pavement markings. This information will assist in the design process and in presenting the existing conditions on the plans.

*Deliverables: Signing & Striping plans*

### **7.8 Preliminary Construction Phasing Plans**

Stanley Consultants will develop the Construction Phasing Plan Sheets. It is currently envisioned that there will be two phases in the construction sequence plan. A preliminary construction phasing plan will be developed that will consist of showing construction work zones, lane configurations, and temporary concrete barrier and/or channelizing device locations. Detailed Construction Traffic Control Plans will be prepared during the progress to Final Design.

Stanley Consultants will work closely with the Town to coordinate the sequence of construction and maintenance of traffic throughout construction of the project.

*Deliverables: Phasing plans*

### **7.9 Preliminary Landscaping Design**

Landscaping & Irrigation design will be performed by Goodbee & Associates, Inc. (Goodbee). Goodbee will prepare the following for the preliminary landscaping design task:

- Prepare 2 options for landscape design between Sixth Street and Calvary Chapel (New Development) for consideration by the Town. Includes roll plots and cross sections.
- Prepare 2 concepts for water quality pond features (one (1) pond location only).

*Deliverables: Landscaping Concept exhibits*

### **7.10 Preliminary Lighting Design**

Stanley Consultants will develop a lighting plan for Fifth Street using the TDCM for Major Arterials. The photometric analysis will be performed using AGI 32 computer software and will optimize IREA's standard luminaire mounting heights, mast arm lengths and fixture wattages to obtain a safe and efficient lighting system that meets the design requirements. Stanley Consultants design will focus on using the LED type luminaries for this corridor.

When the analysis is complete the proposed pole locations will be placed on plan sheets for the Town and IREA to review. Power drop locations and voltage drop calculations will be prepared during the final design.

*Deliverables: Preliminary Lighting Plans*

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**7.11 Opinion of Probable Construction Cost Estimate**

Stanley Consultants will prepare a preliminary opinion of probable construction cost using CDOT format for Item Number, Description, Units and Quantities. The preliminary estimate will contain a 20% contingency.

*Deliverables: Opinion of Probable Construction Cost Estimate*

**7.12 FIR Review Meeting**

Stanley Consultants will submit an electronic half-size set of plans to the Town and CDOT a minimum of ten (10) working days prior to the FIR review meeting. Stanley Consultants will attend the FIR review meeting to discuss additions and/or revisions to the plans. The Stanley Consultants project manager will conduct the meeting in conjunction with the Town project manager. Stanley Consultants shall take meeting minutes and distribute to meeting attendees after the meeting.

*Deliverables: 1 electronic set of 11x17 FIR plans  
 FIR Review Meeting minutes, agenda & notes  
 List of Design Variances*

**Task 8 – Final Design**

**8.1 Final Roadway Design**

Prepare 90% review drawings for a Final Office Review (FOR) submittal that will include:

- ✓ Finalize horizontal and vertical geometry as well as cross sectional elements from the FIR design phase.
- ✓ Finalize earthwork quantities.
- ✓ Refine the design at all intersections and driveways.
- ✓ Finalize quantities and tabulate

**8.2 Final Structural Design**

Stanley will prepare plans and specifications for the eight (8) structural walls. Plans will include the following:

- General Notes and index (1 sheet)
- Summary of Quantities (1 sheet)
- Wall Typical Sections (3 sheets)
- Wall Layout – Key Map (2 sheets)
- Engineer Geology Sheets (3 sheets)
- Wall General Layout (assume 400 ft per sheet, 12 sheets)
- MSE Wall Detail Sheets (6 sheets)
- Soil Nail Notes and Detail Sheets (3 sheets)
- Moment Slab Details (1 sheet)

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- Fencing and Railing Detail Sheets (3 sheets)
- Aesthetic Structural Details (2 sheets)

**Assumptions/Exclusions**

- ✓ Design of noise walls are excluded from this scope since location and type will be determined after noise study. Noise walls can be added later if required.
- ✓ Cast-in-place walls are excluded
- ✓ Calculations for cast-in-place walls are excluded
- ✓ Independent Design Calculations are excluded

**8.3 Final Drainage Design and Water Quality Analysis**

- Review comments received from the FIR.
- Finalize drainage and water quality design.
- Development of final drainage plans
- Development of Final Phase III Drainage Report

*Deliverables: Final Phase III Drainage Report, Drainage Plans, Profiles and Details*

**8.4 Final Stormwater Management Plans & Erosion Control Plans**

Prepare 90% SWMP template or TESC Report and Initial, Interim, and Final Erosion Control plans for a Final Office Review (FOR) submittal.

**8.5 Final Sanitary Sewer Relocation Plans**

Prepare 90% sanitary sewer relocation plans and tabulate these items for a Final Office Review (FOR) submittal.

**8.6 Final Traffic Signal Design**

Prepare 90% traffic signal plans and details for the Fifth St./Woodlands Blvd. and Fifth St./Valley Dr. intersections for a Final Office Review (FOR) submittal.

**8.7 Final Signing & Striping Plans**

Prepare 90% signing and striping plans for the proposed improvements and tabulate these items for a Final Office Review (FOR) submittal.

**8.8 Final Construction Phasing / Traffic Control Plans**

After the FIR review meeting and consensus is achieved on the preferred phasing concept, Stanley Consultants will develop detailed Construction Traffic Control Plans following the latest MUTCD and construction traffic control will be tabulated for the project for a Final Office Review (FOR) submittal.

The Construction Phasing/Traffic Control Plans will be limited to two (2) construction phases.

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**8.9 Final Landscaping Design**

Upon obtaining approval of the landscaping concept from the preliminary design phase, Goodbee will perform final landscape design for Sixth Street to Calvary Chapel (New Development) and prepare construction documents including planting/hardscape/irrigation plans, details, notes, tabulations, special provisions and estimate of probable cost.

*Deliverables: Final Landscaping Plans*

**8.10 Final Lighting Design**

Prepare 90% lighting plans for the proposed improvements and tabulate these items for a Final Office Review (FOR) submittal.

**8.11 Opinion of Probable Construction Cost Estimate**

Stanley Consultants will update the opinion of probable construction cost estimate. The FOR estimate will contain a 10% contingency.

**8.12 Project Special Provisions**

Prepare project special provisions (following CDOT format) for the project to be included in the construction documents.

**8.13 Final Office Review (FOR) Meeting**

Stanley Consultants will submit an electronic half-size set of plans and project special provisions to the Town and CDOT a minimum of fifteen (15) working days prior to the FOR review meeting. Stanley Consultants will attend the FOR meeting to discuss additions and/or revisions to the plans and project special provisions. The Stanley Consultants project manager will conduct the meeting in conjunction with the Town project manager. Stanley Consultants shall take meeting minutes and distribute to meeting attendees after the meeting.

*Deliverables: 1 electronic set of 11x17 FOR plans  
FOR Review Meeting minutes, agenda & notes*

**8.14 Construction Documents / Advertisement**

Stanley Consultants will make corrections to the plans and special provisions after the FOR review meeting and prepare the Final advertisement (AD) package.

*Deliverables: 1 electronic set of 11x17 Final AD plans  
2 stamped/signed sets of 24x36 Final AD plans  
Project Special Provisions (MS Word format)*

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## **Task 9 – Post Design Services**

### **9.1 Bidding/Award Services**

We anticipate that the Town of Castle Rock will advertise the project for bidding and distribute the plans to prospective bidders. Stanley Consultants project manager and project staff will be available during the bidding phase to assist the Town of Castle Rock in responding to contractor inquiries.

Work associated with this task are only for the Phase 1 improvements and will include:

- Attending the pre-bid meeting to answer questions from prospective bidders.
- Supporting the Town of Castle Rock during the bidding process by providing answers to Contractor inquiries
- Issuing addenda (if required) to clarify issues in the bid documents.

**The professional hours for this task are limited to those provided in Exhibit A**

### **9.2 Construction Support Services**

Stanley Consultants will be available during construction to respond to questions specifically related to the design plans and specifications and provide clarification when requested. These services shall include, but not be limited to, the following for Phase 1 improvements only:

- Attend pre-construction meeting
- Review and approve all submittals and shop drawings.
- Respond to questions in the field that arise relative to the plans, details or special provisions.
- Provide engineering and drafting services for design revisions required due to changes in construction of field conditions.

**The professional hours for this task are limited to those provided in Exhibit A**

## **Scope of Services - Assumptions/Exclusions**

The following are Stanley Consultants assumptions and/or exclusions to the above scope of services:

- It is assumed that an Operations & Maintenance (O&M) Report for the water quality facilities are not required and are excluded from this scope of services.
- It is assumed that the Town will prepare the up-front "boilerplate" contractual documents as part of the bid documents. It is assumed that Stanley Consultants will only be required to provide the plans, estimate, and the project special provisions.







**EXHIBIT 2****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
6/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 220 Emerson Place, Suite 200 Davenport IA 52801	<b>CONTACT NAME:</b> Cheryl Harless		
	<b>PHONE (A/C No., Ext):</b> 563-316-3415	<b>FAX (A/C, No):</b> 563-263-6667	
<b>E-MAIL ADDRESS:</b> cheryl_harless@ajg.com			
<b>INSURED</b> Stanley Consultants, Inc. 8000 S. Chester Street #500 Centennial CO 80112	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Charter Oak Fire Insurance Company		25615
	<b>INSURER B:</b> Phoenix Insurance Company		25623
	<b>INSURER C:</b> Travelers Indemnity Company		25658
	<b>INSURER D:</b> Travelers Property Casualty Co of America		25674
<b>INSURER E:</b> Cincinnati Insurance Company		10677	
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 910332920

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	P-630-4885B479-COF-21	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	810-2L649784-21-43-G	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	Y	ZUP-15T69985-21-NF	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB-8J736329-21-43-E	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability		EXS0599607	1/1/2021	1/1/2022	Each Occ \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Fifth Street Widening (Gilbert St. to Founders Pkwy) (RFP No. 2021-04), R0003.29.83; Town of Castle Rock its officers and employees named as additional insured on a primary and noncontributory basis with respect to general liability and auto liability, pursuant to and subject to policy terms, definitions, conditions and exclusions. Umbrella/Excess follow form. 30-Day Notice of Cancellation granted.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Castle Rock  
100 N. Wilcox Street  
Castle Rock CO 80104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## CERTIFICATE OF LIABILITY INSURANCE

10/5/2021

DATE (MM/DD/YYYY)  
6/3/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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**PRODUCER** Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

<b>CONTACT NAME:</b>	
<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A: Continental Casualty Company</b>	<b>NAIC #</b> 20443
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED** STANLEY CONSULTANTS, INC.  
1383226 8000 SOUTH CHESTER STREET, SUITE 500  
CENTENNIAL CO 80112

**COVERAGES** **CERTIFICATE NUMBER: 17618827** **REVISION NUMBER: XXXXXXXX**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>PROFESSIONAL LIABILITY</b>	N	N	AEH008220975	10/5/2020	10/5/2021	\$1,000,000 PER CLAIM & IN THE AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: FIFTH STREET WIDENING (GILBERT ST. TO FOUNDERS PKWY) (RFP NO. 2021-04), R0003.29.83.

**CERTIFICATE HOLDER**

**17618827**

TOWN OF CASTLE ROCK  
100 N. WILCOX STREET  
CASTLE ROCK CO 80104

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*



**EXHIBIT B-1 to First Amendment Agreement**

SCOPE OF SERVICES

Previously Executed



## **EXHIBIT B-2**

### SCOPE OF SERVICES AND FEE SCHEDULE

The following Scope of Services identifies additional professional services requested to be performed by Stanley Consultants in support of the Town's Fifth Street Improvements project.

## **CHANGE DRIVERS**

The project has encountered a number of unanticipated challenges that require additional design services to address. The challenges encountered can be classified into two categories:

- 1) budget/funding limitations and,
- 2) changing site conditions.

### *Budget/funding limitations*

The Town cannot currently fund the "full" construction of the Fifth Street Improvements project in any year prior to 2027. The Town largely funds capital improvement projects utilizing revenues generated by new development (impact fees). This source of revenue for the Town is highly dependent on new single-family housing that has experienced a decline starting in 2023. In addition, cost escalations in capital expenditures and operations experienced by the Town starting in 2021 have further constrained available funding for the project.

It is currently forecasted that the Town will have **\$16.8M** in funding available for construction of the Fifth Street Improvements project on January 1<sup>st</sup>, 2025. "Construction" in regard to funding will include direct construction costs, contingencies, and 3<sup>rd</sup> party CM/Inspection services.

It is proposed that the project be re-designed in order to construct the improvements in two independently performed construction phases. Phase 1 would be constructed starting in 2025, and generally includes the currently proposed improvements from STA 40+00 to 74+00 (from 4-corners project limits to the easterly end of the Woodlands intersection). A general depiction of the project phases is provided in **Exhibit 1**. Phase 2 would be constructed in 2027 with projected funds of **\$8.2M** and generally include the remainder of the currently proposed scope not constructed within the phase 1 limits.

### *Changing site conditions*

The Fifth Street Improvements project spans a uniquely challenging area within Town limits. There are more than 30 adjacent private property parcels that are adjacent to portions of the project. A number of these properties have undergone changes since 2021 (when design commenced). Two properties (accounting for a significant length of the Fifth Street project) have undergone substantial changes, the Hoyt property and the Calvary Chapel property. These areas (as depicted in **Exhibit 2**) of the project must be surveyed, and redesigned in consideration of recent construction. The changes to the Hoyt property will also require redesign of the proposed drainage pond to be located on that site.

In addition, a number of project adjacent properties have initiated processes with the Town's development services division to install utilities within the current project limits. The Cornerstone Presbyterian Church and St. Francis owners have begun to design sanitary and potable water facilities that are proposed in the current Town Right-of-Way, within the Fifth Street Improvements project limits. The water and sanitary facilities are illustrated in **Exhibit 3**. Design services to support the review of proposed designs would be of high value by reducing the risk of inconsistencies

between the private party designs and the project design. The proposed improvements may require relocation of proposed stormwater facilities and utility relocations.

The requested additional services are estimated below and organized by task, consistent with the original service agreement for design. It is anticipated that the majority of additional design services will be supplied over the course of 6 months, April through September of 2024 (25 weeks) in order to perform additional survey, design, design modifications, rephrasing, resubmittal of Phase 1 90% design, submittal of 100% design, CDOT review and approval, bid advertisement support services.

In addition, the Town request that Phase 2 plans be redesigned and re-submitted at a 60% level including additional survey, redesign of water quality ponds, revisions to Calvary Chapel access, and utility coordination. These plans will also be completed by June of 2024. Phase 2 plans will only be reviewed by the Town of Castle Rock with no CDOT process required.

The following Scope of Services identifies the additional effort, fee, scope, and schedule for the project. A detailed workhour and fee estimate are provided as **EXHIBIT A** attached to the change order. Stanley Consultants and the Town of Castle Rock (Town) have discussed these items as the work has progressed for each task element as well as tracking at bi-weekly meetings with the design and Town management team. This change order covers additional items that are beyond the original scope dated 5/20/2021. Items included in this change include:

- Task 1 – Project Management
- Task 2 – Data Collection
- Task 3 – Environmental Coordination
- Task 4 – Stakeholder Coordination
- Task 5 – Subsurface Utility Engineering (SUE) & Utility Coordination
- Task 6 – Revised Plans – Phase 1 (FOR/Final/Bid)
- Task 7 – Revised Plans – Phase 2 (60%)
- Task 8 – Construction Documents
- Task 9 – Post Design Services

## **Task 1 – Project Management**

### **1.1 Project Management**

The project schedule has been extended and additional project management time is required for project team coordination, subconsultant contracting & coordination, and invoicing.

### **1.2 Progress Meetings**

Project design coordination meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include Stanley Consultants PM, consultant task leads as needed, Town staff, CDOT staff and other stakeholders as necessary.

Stanley Consultants will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting, and prepare meeting notes for status meetings (up to 10) (review meetings are considered separately). Stanley Consultants will consult with the Town's PM prior to each meeting to get input regarding the agenda.

Meeting Planned include:

- Project Re-Kickoff Meeting to discuss changes
- 10 Bi-weekly meeting

*Deliverables: Meeting Notice, Agenda and Meeting Notes (Up to 10 status meetings)*

## **Task 2 – Data Collection**

### **2.1 Design Survey, Mapping and Right of Way**

Design Survey and Mapping activities will need to be performed for the locations where site conditions have changed, including: Phase 1 Eastern tie-in (4-Corners)(if required) and Phase 2 (Hoyt parcel, Calvary Chapel parcels).

#### **Survey Control and Right-of-Way**

- No revisions to the ROW plans, Exhibits, or Ownership Map are anticipated for Phase 1 or 2.

#### **Design Survey Mapping**

- Phase 1 mapping is for supplement survey of salient features (walls, final pavement/edge of roadway) of the 4-Corners project, where construction of that project has progressed to as as-built status/to confirm design file linework, provided by David Evans.
- Phase 2 mapping of Hoyt parcel and Calvary Chapel. Perform topographic survey, mapping changed conditions within the project limits (supplemental survey) sufficient for design modifications. Mapping will include, but not be limited to the following: grades/elevations, streets, curb & gutter, fences, sidewalks, walls, trees, inlets, manholes, above ground utility appurtenances, etc.

*Deliverables: Design Survey & Mapping of eastern end*

## **Task 3 – Environmental Coordination**

### **3.1 Environmental Coordination**

CDOT has issued environmental clearance by signing the front page of CDOT Form 128. It is not anticipated that the clearance, nor the supporting documentation, will need to be updated. Pinyon will



be available to provide limited environmental support assumed to be in the form of coordination with CDOT including participation (virtual) at the Final Office Review meeting.

## **Task 4 – Stakeholder Coordination**

### **4.1 Stakeholder Coordination**

There is outside developer interest in designing and constructing new utilities (Exhibit 3) within the project limits. Some activity in reviewing these concepts/designs is anticipated to be included in the proposed services. Utility design will be provided by others.

## **Task 5 – Subsurface Utility Engineering (SUE) & Utility Coordination**

### **5.1 Subsurface Utility Engineering (SUE)**

#### **Phase 1:**

**Additional SUE Work:** Pick up Relocated Core Electric (500' on North side near detention pond)

**Additional Potholes (15 locations):** Phase 1 work effects approximately 1700 feet of the gas line in addition to approximately 6 lateral crossings impacted by walls. We propose to obtain 10 potholes on the gas line to confirm location and depth. To move the storm drain line to the east bounds lane, per Castle Rock Water request we propose 5 additional pothole locations where we could potentially impacts existing utilities.

#### **Phase 2:**

**Additional Sue Work:** Pick up Relocated Core Electric (3000 lin ft along North side w/ lateral extensions across 5<sup>th</sup> Street)

**Additional Potholes (15 Locations):** 15 additional pothole locations to locate existing sanitary sewer and waterline and potential impacts to storm drain system and retaining walls.

### **5.2 Utility Coordination**

#### ***Utility Coordination (PHASE 1)***

Stanley Consultants will update Phase 1 utility plans, utility conflict matrix and other items to represent what utility relocations have been done since 90% design was completed. CORE Electric facilities in Phase 1 of the project will likely require a temporary relocation effort for the first 500' of the project until the undergrounding work can be done in Phase 2.

Stanley Consultants will coordinate with the affected utility owners in the project area. It is assumed that we will attend up to six (6) additional utility coordination meetings to discuss and resolve any utility conflicts during the final phase.

### *Utility Coordination (PHASE 2)*

Stanley Consultants will update Phase 2 utility plans, utility conflict matrix and other items to represent what utility relocations will have been done when Phase 1 is completed.

The majority of all the CORE Relocation work will be in PHASE 2 of the project. Stanley anticipates small portions of the Overhead CORE system will have to be reset and undergrounded later as coordinated in Phase 2 work.

Stanley Consultants will coordinate with the affected utility owners in the project area. It is assumed that we will attend up to four (4) additional utility coordination meetings to discuss and resolve any utility conflicts during the 60% design phase.

No CDOT coordination is required for Phase 2. No agreements are needed since the project will be shelved.

*Deliverables: Meeting Notice, Agenda and Meeting Notes, Revised Utility Plans and Matrix*

### **5.3 CDOT Utility Clearance Support**

Stanley Consultants will coordinate the CDOT utility clearance process. The task involves finalizing any utility relocation coordination with the affected utilities and documenting the resolution with a utility relocation agreement that will be signed by the affected utilities along with preparing a utility clearance letter required by CDOT for Utility Clearance prior to project approval.

*Deliverables: Utility Clearance Letter, Utility Relocation Agreements*

## **Task 6 – Revised Plans – Phase 1 (FOR/Final/Bid)**

### **6.1 Roadway Design**

Prepare FOR (90%) review plans for Phase 1. Prepare FOR in accordance with CDOT requirements. Design changes will include:

- Potential revisions to east end based on 4-Corners project.
- Revisions to roadway design to western portion of project to break into separate packages including terminating Phase 1 and transitioning to existing conditions.
- Revisions to General Notes, Summary of Approximate Quantities, Tabulation of Quantities (2 sheets) and Survey Tabulations

### **6.2 Structural Design**

Stanley Consultants anticipated that retaining walls EB4, EB5, EB6, EB7, WB2, WB4 and WB5 will be constructed in Phase 1. Structural plans for walls WB5 and EB7 will be revised to match existing walls being constructed as part of the 4-Corners project. Plans will utilize as-built survey and as-built

plans provided by others. Effort will be required to separate Phase 1 walls and revise notes and details.

No revisions or resubmittal of the wall selection report is included in this scope.

### **6.3 Drainage, Stormwater Management & Erosion Control Plans**

Existing plans will be revised to show new limits of construction. Per request of Castle Rock Water, the storm sewer trunk line will be moved from the westbound lanes into the eastbound lanes, for all of Phase 1. Revised plans and profiles will be developed for the new location and all lateral connections.

Stanley Consultants revise the SWMP template sheets and the TESC plans as need for Phase 1.

### **6.4 Traffic Signal Design**

Prepare revised 90%, Final and bid plans for the traffic signals at Fifth St./Woodlands Blvd. and Fifth. St./Valley Drive.

Revised intersection plans at existing Fifth St./Woodlands to construct a temporary sidewalk along north side of Fifth Street crossing the existing intersection and add in all appropriate pedestrian crossing equipment such as push buttons and walk/don't walk indications.

### **6.5 Signing & Striping Plans**

Prepare revised 90%/FOR/Fina signing and striping plans for the proposed improvements and tabulate these items for submittals. Revise signing and striping to make transition at end of Phase 1 to existing roadway east of Woodlands Blvd including any signing and striping for the temporary connection at Woodlands and the new pedestrian crossing.

### **6.6 Construction Phasing / Traffic Control Plans**

Stanley Consultants will develop revised detailed Construction Traffic Control Plans following the latest MUTCD and construction traffic control devices will be tabulated for the project for a FOR/Final and Bid plan sets.

Phasing plans will be revised for Phase 1 due to relocation of proposed storm sewer pipe. Plans will include revisions to east end of project to include as-built conditions from 4- Corners project.

### **6.7 Landscaping Design**

Prepare final landscaping design plans and specifications for Phase 1 of the project. Prepare final FOR/Final/ Bid sets. Verify revision to media at end of phase 1.

*Deliverables: Final Landscaping Plans, signed and sealed.*

## **6.8 Lighting Design**

Revise the existing lighting plans and coordinate with CORE electric on the changes so CORE can update their plans. Plans will not be submitted as part of the set since CORE is responsible for creating the plans, construction, and maintenance of the roadway lighting.

## **6.9 Opinion of Probable Construction Cost Estimate**

Stanley Consultants will prepare opinion of probable construction cost estimates for Phase 1. The FOR estimates will contain a 10% contingency.

## **6.10 Project Special Provisions**

Prepare project special provisions (following CDOT format) for the project to be included in the construction documents for Phase 1. Project Special Provisions will be revised to latest CDOT special provisions year to meet Local Agency Program requirements (currently 2023).

## **6.11 Final Office Review (FOR) Meeting**

Stanley Consultants will submit an electronic half-size set of plans and project special provisions to the Town and CDOT a minimum of fifteen (15) working days prior to the FOR review meeting. Stanley Consultants will attend the FOR meeting to discuss additions and/or revisions to the plans and project special provisions. The Stanley Consultants project manager will conduct the meeting in conjunction with the Town project manager. Stanley Consultants shall take meeting minutes and distribute to meeting attendees after the meeting.

*Deliverables: Electronic set of 11x17 FOR plans  
FOR Review Meeting Notes*

## **Task 7 – Revised Plans – Phase 2 (60%)**

### **7.1 Roadway Design**

Prepare 60% review plans for Phase 2.

- Revisions to roadway design to eastern portion of project to break into separate packages including terminating into the revised Phase 1.
- Revisions to removals of existing Woodlands intersection for construction of roundabout.
- Revisions to plans for entrance to Calvary Chapel.

### **7.2 Structural Design**

Stanley Consultants anticipated that retaining walls EB-1 to EB-4 will be constructed in Phase 2. Minor revisions are anticipated for Phase 2 walls and effort will be required to break into separate plan packages.

No revisions or resubmittal of the wall selection report is included in this scope.

### **7.3 Drainage, Stormwater Management & Erosion Control Plans**

Existing plans will be revised to show new limits of construction. Pond C at the Hoyt property will be redesigned to reduce the ROW impacts and to incorporate the drainage ditch modified by the owner. We do not anticipate that the hydraulic calculations will need to be revised or the details for the water quality structure. Revised storm sewer layout plans and profiles will be revised for the pond tie-in.

Stanley Consultants revise the SWMP template sheets and the TESC plans as need for Phase 2.

### **7.4 Traffic Design**

Prepare 60% for Phase 2 construction. Revised intersection plans to show removal of temporary sidewalk crossing and traffic signals.

### **7.5 Signing & Striping Plans**

Prepare revised 60% striping plans for Phase 2 for the proposed improvements and tabulate these items for submittals.

### **7.6 Construction Phasing / Traffic Control Plans**

Stanley Consultants will develop revised detailed Construction Traffic Control Plans following the latest MUTCD and construction traffic control devices will be tabulated for the project for a 60% submittal for Phase 2.

### **7.7 Landscaping Design**

Prepare 60% landscaping design plans and specifications for Phase 2 of the project. Verify revision to media at transition between phase 1 and phase 2.

### **7.8 Lighting Design**

Prepare 60% lighting plans for Phase 2 for the proposed improvements and tabulate these items.

### **7.9 Opinion of Probable Construction Cost Estimate**

Stanley Consultants will prepare opinion of probable construction cost estimates for Phase2. The 60% estimates will contain a 25% contingency.

### **7.10 60% Review Meeting**

Stanley Consultants will submit an electronic half-size set of plans to the Town. Stanley Consultants will attend a 60% review meeting to discuss additions and/or revisions to the plans. The Stanley Consultants project manager will conduct the meeting in conjunction with the Town

project manager. Stanley Consultants shall take meeting minutes and distribute to meeting attendees after the meeting.

*Deliverables: Electronic set of 11x17 FOR plans  
60% Review Meeting minutes*

## **Task 8 – Construction Documents – Phase 1**

### **8.1 Construction Documents / Advertisement**

Stanley Consultants will make corrections to the plans and special provisions after the FOR review meeting and prepare the Final advertisement (AD) package for Phase 1 of the project.

*Deliverables: Electronic set of 11x17 Final AD plans, signed and sealed (hard copies will not be provided)  
Project Special Provisions (MS Word format)*

## **Task 9 – Post Design Services – Phase 1**

Post design services will be limited to the fee provided in Exhibit A.

### **9.1 Bidding/Award Services**

We anticipate that the Town of Castle Rock will advertise the project for bidding and distribute the plans to prospective bidders. Stanley Consultants project manager and project staff will be available during the bidding phase to assist the Town of Castle Rock in responding to contractor inquiries.

Work associated with this task will include:

Attending 1 pre-bid meeting to answer questions from prospective bidders.

Supporting the Town of Castle Rock during the bidding process by providing answers to Contractor inquiries

Issuing addenda (if required) to clarify issues in the bid documents.

Post design services will be limited to the fee provided in Exhibit A.

### **9.2 Construction Support Services**

Given variability of when phase 2 construction will be constructed, only phase 1 construction support services are desired to be included in the design contract at this time. If construction is delayed beyond 2024, the fee estimate may require a supplement to capture revised rates.

Stanley Consultants will be available during construction to respond to questions specifically related to the design plans and specifications and provide clarification when requested. This service shall include, but not be limited to, the following:

- Attend pre-construction meeting.
- Review and approve all submittals and shop drawings.
- Respond to questions in the field that arise relative to the plans, details or special provisions.
- Provide engineering and drafting services for design revisions required due to changes in construction of field conditions.

**Fifth Street Widening**  
 (Gilbert St. to Founders Pkwy.)  
 CHANGE ORDER NO. 2

Date: 03/19/2024

												Stanley Consultants			Subconsultants			TOTAL	EXHIBIT A FEE SCHEDULE	
TASK / DELIVERABLE	Name Project Role Billing Classification	Sarah Zarzecki, PE, PMP Project Manager Principal Engineer II	Dave Dyer QA/QC & Utility Coordinator QA/QC Manager	Ron Gibson, PE Task Manager - Structures Principal Engineer II	Inna Puskharova, PE Structural Engineer Senior Engineer	Lindsey Rasmussen Project Engineer Engineer III	Kevin Buffington, PE Water Resources Engineer Engineer I	TJ Scarberry PE, PTOE Task Manager - Traffic Senior Engineer III	James McMackin Engineer in Training EIT II	Molly Boyajian, PE Project Engineer Engineer I	Katie Arkley, EIT Engineer in Training EIT I	Amelia Dyer Project Coordinator Project Coordinator, Sr.	Professional Service Hours	Professional Service Fee	Other Direct Costs	Daley Land Surveying, Inc. (Survey/Mapping/ROW)	Pinyon Environmental, Inc. (Environmental)	Goodbee & Associates, Inc. (SUE Investigation, Landscape Design)	Total Professional Service Fee and Other Direct Costs	DESCRIPTION / ASSUMPTIONS
<b>TASK 1 - PROJECT MANAGEMENT</b>																				
1.1 Project Management		24									16	40	\$8,792	\$ 186					\$ 8,978	
1.2 Progress Meetings (10 Meetings)		20		10		10	10			10		70	\$15,800						\$ 15,800	
<b>TASK 2 - DATA COLLECTION</b>																				
2.1 Design Survey, Mapping and Right of Way			2									2	\$514		\$ 4,000				\$ 4,514	
<b>TASK 3 - ENVIRONMENTAL COORDINATION</b>																				
3.1 Environmental Coordination		4										4	\$1,156			\$ 7,500			\$ 8,656	
<b>TASK 4 - STAKEHOLDER COORDINATION</b>																				
4.1 Stakeholder Coordination		8		4		8	16	8				44	\$9,172						\$ 9,172	
<b>TASK 5 - SUBSURFACE UTILITY ENGINEERING (SUE) &amp; COORDINATION</b>																				
5.1 SUE Investigation (Phase 1 and Phase 2)		16		16								32	\$9,248				\$ 102,150		\$ 111,398	Assumes 30 test holes, 15 per phase
5.2 Utility Coordination (Phase 1 and 2)		8	40						20		8	76	\$16,560						\$ 16,560	Assumes up to 10 coordination meetings
5.3 CDOT Utility Clearance Support (Phase 1)		12	40						20		8	80	\$17,716						\$ 17,716	
<b>TASK 6 - Revised Plans - Phase 1 (FOR/Final/Bid)</b>																				
6.1 Roadway Design		8				60						108	\$18,772						\$ 18,772	
6.2 Structural Design				24	40							64	\$14,296						\$ 14,296	
6.3 Drainage, Stormwater Management & Erosion Control Plans							60					100	\$13,760						\$ 13,760	
6.4 Traffic Signal Design								8	32			40	\$5,920						\$ 5,920	
6.5 Signing and Striping Plans								16	32			48	\$7,808						\$ 7,808	
6.6 Construction Phasing/Traffic Control Plans								20	60			80	\$12,280						\$ 12,280	
6.7 Landscaping Design		4										4	\$1,156				\$ 16,010		\$ 17,166	
6.8 Lighting Design								6	20			26	\$3,936						\$ 3,936	
6.9 Opinion of Probable Construction Cost Estimate		4		4		16		4				28	\$6,024						\$ 6,024	
6.10 Project Special Provisions		16		4		8					8	36	\$8,092						\$ 8,092	
6.11 Final Office Review (FOR) Meeting		12		8		8	8	8	8		8	60	\$12,412						\$ 12,412	
<b>TASK 7 - Revised Plans - Phase 2 (60%)</b>																				
7.1 Roadway Design		8					16	16	24	8		72	\$12,680						\$ 12,680	
7.2 Structural Design				24	24							48	\$11,352						\$ 11,352	
7.3 Drainage, Stormwater Management & Erosion Control Plans							40					80	\$10,720						\$ 10,720	
7.4 Traffic Design								8	16			24	\$3,904						\$ 3,904	
7.5 Signing and Striping Plans								4	24			28	\$3,968						\$ 3,968	
7.6 Construction Phasing/Traffic Control Plans								16	16			32	\$5,792						\$ 5,792	
7.7 Landscaping Design		2				4						6	\$1,270				\$ 6,720		\$ 7,990	
7.8 Lighting Design								8	8			16	\$2,896						\$ 2,896	
7.9 Opinion of Probable Construction Cost Estimate		8		4		4	4	4				20	\$5,104						\$ 5,104	
7.10 60% Review Meeting		4		4		4	4	4	4		4	24	\$5,164						\$ 5,164	
<b>TASK 8 - CONSTRUCTION DOCUMENTS</b>																				
8.1 Construction Documents / Advertisement		2							8	10		20	\$2,954						\$ 2,954	
<b>TASK 9 - POST DESIGN SERVICES</b>																				
9.1 Bidding/Award Services		16		8		16	8	8			8	64	\$13,736						\$ 13,736	
9.2 Construction Support Services		20	8	20		20	8	8			4	88	\$20,644						\$ 20,644	
		196	90	130	64	158	154	156	224	134	98	60	1464	\$ 283,598	\$ 186	\$ 4,000	\$ 7,500	\$ 124,880		
																		<b>BASE CHANGE ORDER</b>	<b>\$ 415,000</b>	

SCOPE OF WORK





**Town of Castle Rock  
Fifth Street Improvements Project**

**Stanley Consultants, Inc. - 2024 Fee Schedule**

Labor Category	Hourly Rate
Engineer, Principal III	\$305
Engineer, Principal II	\$289
Engineer, Principal I	\$257
Engineer, Senior III	\$236
Engineer, Senior II	\$215
Engineer, Senior I	\$184
Engineer III	\$173
Engineer II	\$163
Engineer I	\$152
EIT III	\$142
EIT II	\$126
EIT I	\$116
CADD/Design, QA/QC Manager	\$257
CADD/Design Supervisor	\$194
Designer/Drafter Sr.	\$184
Designer/Drafter	\$152
Engineering Intern II	\$79
Engineering Intern I	\$68
Project Coordinator, Sr.	\$116
Project Coordinator	\$89
Reimbursable Expenses	
Mileage Rate/Mile	Current Federal Govt. Rate
Copies, Black & White	\$0.15/each
Copies, Color	\$0.35/each
Bond Prints (Black & White)	\$1.10 per linear foot
Bond Prints (Color)	\$7.75 per linear foot
Deliveries, Local Courier	Actual Cost
Overnight	Actual Cost
Postage (Major Mailings)	Actual Cost
Parking & Tolls	Actual Cost
Rental Equipment	Actual Cost
Subconsultants	Actual Cost



**EXHIBIT C-2**

CONSULTANT'S CERTIFICATE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

10/5/2024

DATE (MM/DD/YYYY)

10/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b>		<b>FAX (A/C. No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> The Continental Casualty Company			20443
<b>INSURED</b> 1383226 STANLEY CONSULTANTS, INC. 225 IOWA AVENUE MUSCATINE IA 52761	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES MAIN CERTIFICATE NUMBER: 17618827 REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>PROFESSIONAL LIABILITY</b>	N	N	AEH008220975	10/5/2023	10/5/2024	\$1,000,000 PER CLAIM & IN THE AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: SCI PROJECT 30213.01.00 - FIFTH STREET WIDENING (GILBERT ST. TO FOUNDERS PKWY) (RFP NO. 2021-04)

**CERTIFICATE HOLDER****CANCELLATION**

**17618827**  
 TOWN OF CASTLE ROCK  
 100 N. WILCOX STREET  
 CASTLE ROCK CO 80104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph M. Agnello*

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