

**TOWN OF CASTLE ROCK
EQUIPMENT AND SERVICES ACQUISITION AGREEMENT
(CDOT Region 1 ATSPM Project: ATSPM Dashboard Development, Corridor Signal
Timing, and CDOT ADAP Integration)**

DATE: _____

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

KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation, 7700 E. Arapahoe Road, Ste 220, Centennial, Colorado 80112 (“Contractor”).

RECITALS:

- A. The Town issued a Request for Proposals from qualified contractors with expertise in Advanced Data Analytics Platform (“ADAP”) integration services.
- B. Contractor timely submitted its proposal.
- C. Town wishes to engage Contractor to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Contractor shall perform all of the services and provide all materials as set forth in *Exhibit 1* (“Work”). Contractor shall complete the Work consistent with standards and practices of the profession.

Section 2. Total Obligation. The Town’s total obligation to Contractor under this Agreement for the Work shall not exceed \$331,560.00, in accordance with the rate and fee schedule in *Exhibit 1*, unless authorized in writing by the Town.

Section 3. Payment. Contractor shall invoice Town upon completion of the Work. Town may withhold payment in whole, or in part for the Work found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Contractor is in default of Section 6, below. Town shall remit payment, whether whole or in part within 15 days receipt of such invoice.

Section 4. Completion. Contractor understands time is of the essence in this Agreement. Contractor shall commence the Work on or about February 15, 2022 and complete the Work not later than December 31, 2025. Contractor shall devote adequate resources to assure timely completion of the Work in accordance with the standards specified in this Agreement. Contractor shall perform the Work under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 10 days written notice to Contractor. 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.

Section 5. Subcontractors. Contractor may utilize subcontractors to assist with specialized works as necessary to complete the Work. Contractor will submit any proposed subcontractor and the description of subcontractor services to the Town for its prior approval.

Section 6. Inspection and Warranty. Town reserves the right to inspect the Work provided under this Agreement at all reasonable times and places during the term of this Agreement. Alternatively, the Town may refuse the Work and cancel all or any part of this Agreement if Contractor fails to deliver all or any part of the Work in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Work shall not relieve Contractor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Work. If Town elects to accept nonconforming or defective Work, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect.

Contractor expressly warrants that all materials and/or equipment furnished under this Agreement shall be free from defects in materials or workmanship, are installed properly and in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor, shall, at its option, repair or replace any material and/or equipment that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the Town all written manufacturer warranties relating to the supplies and to deliver such written warranties to the Town.

Section 7. Risk of Loss. With respect to any equipment provided under this Agreement, risk of loss shall not pass to the Town until such equipment has been received and accepted by the Town, pursuant to Section 6, above, at the destination specified by the Town. Contractor assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.

Section 8. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. 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.

Section 9. Assignment. This Agreement shall not be assigned by Contractor without the written consent of the Town.

Section 10. 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 11. Insurance. Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Contractor 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. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor 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 Contractor'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 Contractor'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 Contractor 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 Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor 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 \$424,000 per person, \$1,195,000 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 Town, its officers, or its employees.

Section 12. Indemnification. Contractor expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor.

Section 13. 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 14. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 15. 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 16. 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 17. 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 18. 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 19. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.

Section 20. Independent Contractor. Contractor and Town hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

Section 21. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town

or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Daniel Sailer, Director Public Works

CONTRACTOR:

KIMLEY-HORN AND ASSOCIATES, INC.

By: *Robin D Salvagio 2-2-22*

Its: Vice President

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11

EXHIBIT 1

WORK AND FEE SCHEDULE

1.0 Project Management

- 1.1 Project Manager – Kimley-Horn shall designate a dedicated project manager that will be committed to this project to fulfill the responsibilities described in this Scope of Work. The project manager's responsibilities shall include, but not be limited to, the following:
 - Coordinate the work of this contract with other concurrent work, as necessary.
 - Maintain regular communication with ToCR and CDOT staff.
 - Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
 - Maintain contract administration consistent with federal requirements, including monitoring of project status and project budget.
- 1.2 Project Schedule – Kimley-Horn shall develop and maintain a project schedule for the duration of the project. Within one week after the Notice to Proceed (NTP), Kimley-Horn shall submit a detailed schedule indicating all milestone dates and major deliverables. The Town will review and approve the project schedule for content and format. Upon approval of the project schedule, Kimley-Horn shall update the project schedule at least on a bi-weekly basis to reflect actual progress.
- 1.3 Bi-Weekly Progress Meetings – Kimley-Horn shall arrange and attend bi-weekly project meetings/calls with ToCR staff and other project stakeholders to discuss project status, schedule, forecasted work, issues, etc., until the final acceptance of the ATSPM system configuration by ToCR.
- 1.4 Federal Grant Management – Kimley-Horn shall create a report each month that tracks key project activities and expenditures over the preceding month to help ToCR receive federal grant reimbursement. After review by ToCR, Kimley-Horn will address comments and finalize each report. ToCR will submit each report to the appropriate federal agency to facilitate reimbursement.

2.0 ATSPM Configuration

- 2.1 Configure updated ATSPM System
 - Upgrade existing system to Open Source ATSPM V 5.0 or newer if available – Kimley-Horn shall provide all labor, supervision, and materials to upgrade the existing ATSPM system to the latest open-source version available. Configuration of the ATSPM system shall collect data and report against the following metrics in addition to those already in place:
 - Approach Delay
 - Approach Speed
 - Approach Volume
 - Arrivals on Red
 - Purdue Coordination Diagram
 - Purdue Split Failure
 - Turning Movement Counts
 - Timing and Actuation
 - Left-Turn Gap Analysis
 - Implement Database Storage Strategy – Kimley-Horn shall provide recommendations and configure data storage management solutions, such as partitioning data, for long term data storage.
 - Access Configuration – ToCR staff will configure authorized workstations, tablets, and/or mobile devices to ensure that all software components are functional on each device. Kimley-Horn will provide assistance as needed.
 - Documentation – Kimley-Horn shall provide a network diagram showing the locations and key details of any servers that house the Town's data.
- 2.2 Detection Review – Kimley-Horn shall conduct a generalized detection review for typical ToCR intersections and summarize the recommendations in a report. This report will document typical

existing conditions and will provide recommended detection layouts to achieve optimal results from the ATSPM system.

- 2.3 Installation, Integration, and Deployment – Kimley-Horn shall fully configure 5 representative locations in the ATSPM solution including all applicable intersection, controller, and detection parameters. The locations to be configured will include both ToCR and CDOT signals. After the 5 representative locations have been fully configured, Kimley-Horn will conduct a review of each location with ToCR staff to explain all configuration details and to demonstrate each ATSPM metric.
- 2.4 Reporting – Kimley-Horn shall present all outcomes of this task to ToCR and CDOT staff and summarize in a report format.

3.0 Corridor Retiming

- 3.1 Existing Condition Data Collection – ToCR staff shall use the updated ATSPM system to collect existing condition data for the four regional corridors during normal traffic conditions over a period of several weeks. Baseline measurements will include Traction crowd sourced and user generated travel times, travel time index generated by ToCR's existing BlueToad Travel Time devices and associated platform, arrivals on green, and vehicle delay. Additional existing conditions data may include turning movement counts, phase termination analysis, split failure analysis, Purdue coordination analysis, pedestrian delay, preemption details, approach volume, and other pertinent data. ToCR staff shall enter the collected data into a pre-formatted spreadsheet prepared by Kimley-Horn. The pre-formatted spreadsheet will transform all collected data into a format suitable for import into the appropriate signal timing models.
- 3.2 Corridor Timing Optimization Analysis – Kimley-Horn shall perform a corridor timing optimization analysis and performance metric assessment for 18 locations along the 4 regional corridors. The locations along Meadows Parkway will be added to Kadence and will be included as part of the Founders/Meadows Parkway adaptive corridor. Existing signal timing data will be provided by ToCR and CDOT. Corridor timing optimization shall be conducted in accordance with the goals and objectives as defined jointly and be performance metric based. The 18 locations to be re-timed include:
 - Wolfensberger/Wilcox
 - Red Hawk Dr
 - Prairie Hawk Dr
 - Park St
 - Caprice Dr
 - I-25 SB
 - I-25 NB
 - 6th St
 - 5th St
 - 3rd St
 - 5th St
 - Perry St
 - Gilbert St
 - Woodlands Blvd
 - Plum Creek Pkwy
 - I-25 SB
 - I-25 NB
 - Wilcox St
 - Perry St
 - Plum Creek Blvd/Fairgrounds
 - Emerald Dr
- 3.3 Evaluate Results and Fine Tune – After corridor timing has been accepted, ToCR and CDOT will implement the new corridor timing. Following an adjustment period, Kimley-Horn shall work with

ToCR to use the BlueToad Travel Time infrastructure and Traction Travel Times to do a before and after travel time comparison for the new timing plans. Based on the before and after comparison, Kimley-Horn will offer recommendations on additional timing adjustments that can be made to further improve performance. ToCR and CDOT staff will be responsible for any implementing any additional timing adjustments.

- 3.4 (Optional) Implement TOD Tuner – Kimley-Horn shall configure the ATSPM TOD Tuner to automatically adjust corridor timings at a frequency determined by ToCR.

4.0 ATSPM Software Dashboard Development

- 4.1 Review SigOps Metrics ATSPM Dashboard Functionality – Kimley-Horn shall provide an overview of the SigOps Metrics ATSPM dashboard to ToCR staff. Kimley-Horn shall work with ToCR to identify desired improvements to the dashboard.
- 4.2 Build Dashboard/Portal – Kimley-Horn shall provide all labor, supervision, and materials to configure the SigOps Metrics dashboard to allow ToCR and CDOT to collect and report real time data from all ToCR traffic signals and regional CDOT signals included with this project. The dashboard shall include a portal to the ATSPM website. Additional features of the SigOps Metrics dashboard that will be developed as part of this project include:
 - Summary of Travel Time index obtained from BlueToad travel time devices
 - Approach delay for vehicles and pedestrians
 - Percent time spent in transition
- 4.3 Technical Evaluation and Analysis – Kimley-Horn shall provide a memorandum summarizing concept of operations and the recommended approach to integrating signal data into the dashboard.
- 4.4 Technical Report Documentation – The final SigOps Metrics dashboard development shall be summarized in a technical report which includes background data on calculations and a summary of how each feature was implemented. The documentation produced under task 2.1 (network diagram, etc.) shall be updated with any information relevant to the SigOps Metrics dashboard.
- 4.5 (Optional) Integrate Additional Town Technologies – Kimley-Horn shall work with ToCR to identify additional Town technologies, such as BlueToad travel time devices or cabinet smart locks to be integrated into the ATSPM dashboard. A design review will be conducted to determine how these technologies should be integrated into the dashboard after which, software development will commence. After development is completed, Kimley-Horn will install the updated ATSPM dashboard onsite and work with ToCR to integrate the desired devices into the system.

5.0 Regional Data Share Integration

- 5.1 Build Data Repository – CDOT shall provide all labor, supervision, and materials to configure a regional data repository or “lake” solution in the Google Cloud environment. The purpose of the Data Lake will be to allow ToCR and CDOT to store all signal controller hi-resolution ATSPM data from ToCR traffic signals and regional CDOT signals included within this project to a cloud hosted repository where it can more easily be accessed through the regional ATSPM dashboard defined in Task 4. CDOT shall configure a Google Cloud Storage Bucket to act as the landing zone for all ATSPM data that is pushed to the Data Lake from local municipalities. CDOT shall provide access to the Data Lake for local municipalities through the existing Data Workbench (BigQuery SQL Console, CoLab, Jupyter Notebooks, and other Business Intelligence tools). The Google Cloud Data Lake Solution shall be implemented such that it can be scaled to support all DRCOG regional traffic operations.
- 5.2 Build and Configure Data Exchange – Kimley-Horn shall build a data exchange process to transfer on-premise high-resolution traffic signal data to the Google Cloud Data Lake defined in Task 5.1. This process shall initially be implemented on the local ToCR ATSPM server and on the local CDOT ATSPM server.
- 5.3 Build and Configure Data Retrieval – Kimley-Horn shall provide all labor, supervision, and materials to build and configure a regional data retrieval system to pull hi-resolution ATSPM data from the repository or “lake” solution to allow ToCR and CDOT to perform ATSPM analytics and reporting

using Task 4.0 ATSPM Dashboard. Systems engineering for hardware, software, and client solutions needs to be determined in collaboration with CDOT ITS and ToCR IT hardware, data handling, software and security standards for inter-jurisdictional operations. The data retrieval component shall be implemented such that it can be scaled to support all DRCOG regional traffic operations.

- 5.4 Build Regional Client Login (Optional) – Kimley-Horn shall provide all labor, supervision, and materials to build and configure a login component to the ATSPM dashboard defined in Task 4. This will allow staff from different municipalities to log in to the ATSPM dashboard with their own unique login and get a customized view of the ATSPM dashboard that only shows the functionality relevant to their local operations. There will be no practical limit to the number of logins supported. Systems engineering for hardware, software, and client solutions needs to be determined in collaboration with CDOT ITS and ToCR IT hardware, data handling, software and security standards for inter-jurisdictional operations. The ATSPM Dashboard login component shall be implemented such that it can be scaled to support all DRCOG regional traffic operations.

6.0 System Testing, Verification, and Acceptance

- 6.1 Kimley-Horn shall develop and submit an Acceptance Test Procedure for the Town to review.
- 6.2 Kimley-Horn shall provide the Acceptance Test Procedure to the ToCR and CDOT at least two weeks before testing is scheduled to begin and in accordance with the schedule provided by Kimley-Horn during procurement.
- 6.3 Kimley-Horn shall provide all materials and equipment for testing. If ToCR staff or CDOT are required to provide any hardware, networking access, or other equipment necessary, staff should be notified at a minimum of two weeks in advance of testing.
- 6.4 Acceptance testing shall not begin until the procedures have been approved by the ToCR and CDOT. The Acceptance Test Procedures shall serve as a guide to operationally test the system. The Acceptance Test Procedures must map to at least one of the system requirements, and all requirements must have a procedure associated with it.
- 6.5 The Acceptance Test Procedures must describe the means, methods, tools, and acceptance criteria to verify that the system is working as designed. They should also describe any information needed from the ToCR or CDOT, any impact to normal daily operations, and describe normal operating conditions and failure conditions. The testing shall include tests for the ATSPM software, any hardware/equipment associated with the ATSPM system, communications, detection inputs, IT equipment, and traffic signal controller equipment necessary for the operation of the ATSPM system to demonstrate conformance to the system requirements. In the event of errors, the ToCR or CDOT may choose to temporarily end further testing until the errors have been resolved.
- 6.6 The final testing shall demonstrate:
 - All system requirements have been met.
 - The user interface is configured properly for all use cases.
 - The system is storing and retrieving data per the requirements.
 - The system is free of errors.
 - The integration with the Town's traffic signal controller equipment is free of errors and not impacting normal operations of the traffic signal equipment.
 - Reporting functionality is working.
 - Security measures have been demonstrated.
 - The system can be updated remotely free from errors.

7.0 System Training

- 7.1 Kimley-Horn shall provide two training sessions for up to 10 individuals from CDOT, DRCOG, and ToCR staff members. The first training session is anticipated to occur when the system is initially deployed, with the second session occurring 6-12 months later at the Town's discretion.

- 7.2 Training shall include all aspects of operating, maintaining, and administering the ATSPM system and dashboard. It shall include setting up user accounts, reporting, troubleshooting, among other aspects.
- 7.3 Kimley-Horn shall submit a training plan to the ToCR and CDOT for review and approval 30 days prior to the start of training. The training materials shall include all reference materials, procedures, and manuals that will be used. The training plan shall include the method for delivering the training, any requirements for the ToCR to provide (room space, access to equipment, etc.) and the detailed agenda with timing for the training. The training shall be a combination of classroom instruction and hands-on interaction with the ATSPM system and hardware/equipment, if applicable.

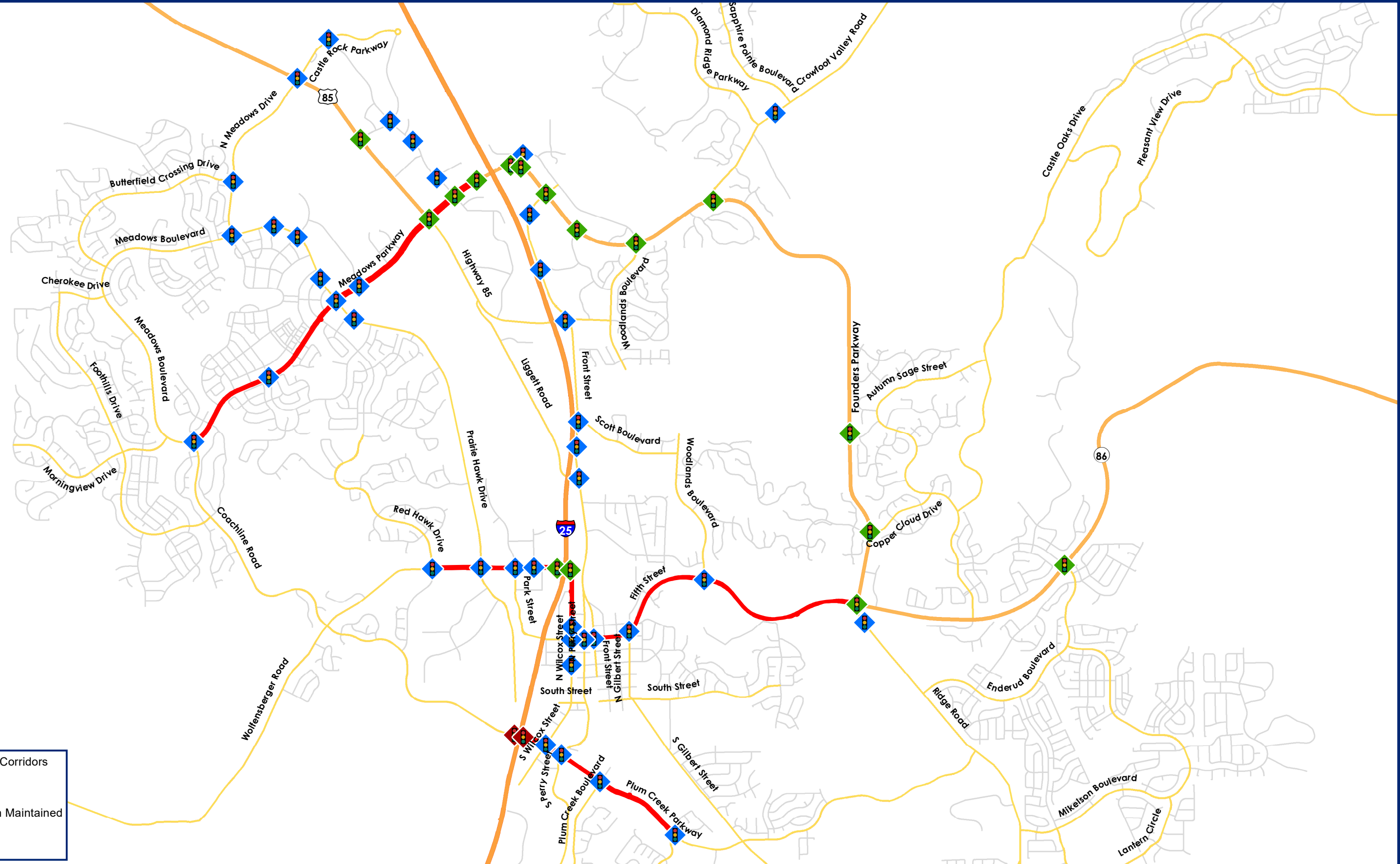
8.0 System Documentation





- 8.1 Kimley-Horn shall provide documentation for all software and hardware/equipment components of the system.
- 8.2 Kimley-Horn shall provide standard operating procedures. Documentation shall be submitted to the ToCR and CDOT for review and approval before acceptance. Following approval, Kimley-Horn shall provide a minimum of 5 copies of all documentation to the Town.

9.0 System License, Warranty, and Support

- 9.1 Licenses – Kimley-Horn shall provide all licenses required for the operations and maintenance of the system, including, but not limited to, third-party software applications, databases, network components, and servers (if applicable) for the unlimited use by the Town. The terms and conditions of any software license will be incorporated into the final contract.
- 9.2 Warranty, Support, and Maintenance – Kimley-Horn shall provide one year of warranty, support, and maintenance. During this period, Kimley-Horn will include any bug fixes, patches, software updates, and additional features at no additional cost. Kimley-Horn shall coordinate with ToCR and CDOT staff in advance of any software patches or updates and will notify staff if any impending updates will result in the software being inaccessible. In the event of a hardware failure, Kimley-Horn will coordinate with ToCR and CDOT staff to repair/replace the equipment in a timely manner. Technical support will also be provided during the Warranty, Support, and Maintenance period and will include the following tasks:
 - Ensuring system requirements are met
 - Troubleshooting the system
 - Routine questions
 - Configuration questions or changes

ADVANCED DETECTION & ATSPM PROJECT LOCATION MAP



-  Project Implementation Corridors
-  CDOT Signals
-  CDOT Owned, Town Maintained
-  Town Signals



Disclaimer: The data presented has been compiled from various sources, each of which introduces varying degrees of inaccuracies or inconsistencies. Such discrepancies in data are inherent and in supplying this product to the public the Town of Castle Rock assumes no liability for its use or accuracy. For questions or comments regarding omissions, corrections, or updates please visit CRgov.com/directory for contact information.
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**Town of Castle Rock
ATSPM Dashboard
COST PROPOSAL**

Task No.	Task Name	Total Fee
1	Project Management	\$ 28,760
1.1	Project manager activities	\$ 11,580
1.2	Project schedule	\$ 2,690
1.3	Bi-weekly progress meetings	\$ 6,960
1.4	Federal grant management	\$ 7,530
2	ATSPM Configuration	\$ 25,230
2.1	Configure updated ATSPM system	\$ 11,900
2.2	Detection review	\$ 2,755
2.3	Installation, integration, and deployment	\$ 7,775
2.4	Reporting	\$ 2,800
3	Corridor Retiming (16 signals at \$6k per signal)	\$ 103,175
3.1	Existing condition data collection	\$ 15,950
3.2	Corridor timing optimization analysis	\$ 54,100
3.3	Evaluate results and fine tune	\$ 33,125
4	ATSPM Software Dashboard Development	\$ 75,750
4.1	Review SigOps Metrics ATSPM dashboard functionality	\$ 4,060
4.2	Build dashboard / portal	\$ 45,600
4.3	Technical evaluation and analysis	\$ 11,500
4.4	Technical report documentation	\$ 14,590
5	Regional Data Share Integration	\$ 34,390
5.1	Build data repository	\$ -
5.2	Build and configure data exchange	\$ 21,940
5.3	Build and configure data retrieval	\$ 12,450
6	System Testing, Verification, and Acceptance	\$ 21,435
6.1	Develop acceptance test procedure	\$ 11,030
6.2	Provide acceptance test procedure to Town	\$ 240
6.3	Provide and configure equipment/materials for testing	\$ 1,020
6.4	Address acceptance test procedure comments from Town and finalize	\$ 3,095
6.5	Perform acceptance test	\$ 2,900
6.6	Provide final acceptance test report	\$ 3,150
7	System Training	\$ 11,790
7.1	Provide 2 training sessions - initial and final	\$ 2,900
7.2	Prepare training content	\$ 7,630
7.3	Submit training plan and address comments from Town	\$ 1,260
8	System Documentation	\$ 16,030
8.1	Software and hardware documentation	\$ 4,750
8.2	Standard operating procedure documentation	\$ 11,280
9	System License, Warranty, and Support	\$ 15,000
9.1	Licenses	\$ -
9.2	Warranty, support, and maintenance (1 year)	\$ 15,000
TOTAL COST		\$ 331,560

EXHIBIT 2
CONTRACTOR'S
CERTIFICATE OF INSURANCE

DESCRIPTIONS (Continued from Page 1)

before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.