



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Crowfoot Valley Road Widening Project)**

DATE: June 6, 2023.

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

ALFRED BENESCH & COMPANY, an Illinois corporation, 35 W Wacker Drive, Ste 3300, Chicago, Illinois 60601 ("Consultant").

RECITALS:

- A. The Town issued a Request for Proposals from qualified contractors with expertise in engineering design and general technical support services.
- B. Consultant timely submitted its Proposals.
- C. The Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

1. **Scope of Services.** Consultant shall provide all of the services as set forth on ***Exhibit 1*** ("Services"). Consultant shall complete the Services consistent with standards and practices of the profession.
2. **Payment.** Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall payment exceed **\$645,000.00**, unless authorized in writing by Town.
3. **Completion.** Consultant shall commence the Services **May 17, 2023** and complete the Services no later than **December 22, 2025**. 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.
4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) 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. Upon termination, Consultant shall immediately turn over all work product, materials, deliverables created up to the point of termination.
5. **Subconsultants.** Consultant may utilize subconsultants to assist with specialized services as necessary to complete the Services. Consultant will submit any proposed subconsultant and the description of subconsultant services to the Town for its prior approval.



6. **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.
7. **Assignment.** This Agreement shall not be assigned by Consultant without the written consent of the Town.
8. **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.
9. **Insurance.** Consultant agrees to procure and maintain, at their 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 subconsultant 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.

- 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 additional insureds. Every policy required above, except Workers' Compensation 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.
10. **Colorado Governmental Immunity Act.** 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 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.
 11. **Indemnification.** Consultant expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents 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 Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.
 12. **Delays.** Any delays in or failure of performance by any party of the 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.

13. **Additional Documents & Entire Agreement.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, 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.
14. **Time 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.
15. **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 ten (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.
16. **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.
17. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.
18. **Americans with Disabilities Act.** Consultant agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant shall indemnify the Town in accordance with the terms of this Agreement and, at the Town's option, shall re-vise, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable, work, service or equipment into compliance.
19. **No Discrimination in Employment.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Consultant shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Consultant shall insert the foregoing provision in any subcontracts hereunder.
20. **Advertising and Public Disclosure.** Consultant shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Consultant's advertising or



public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

21. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. However, Consultant acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

Consultant warrants that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Consultant has obtained proper permission and all licenses, releases and other necessary documents. Consultant releases, defends, indemnifies and holds harmless the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law.

22. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Consultant and bind their respective entities. This Agreement is executed and made effective as provided above.
23. **Independent Consultant.** Consultant has completed the Affidavit of Independent Consultant Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Consultant and the Town hereby represent that Consultant is an independent Consultant for all purposes hereunder. Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.
24. **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 Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
25. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the parties hereto shall be entitled to rely upon a counterpart of



the instrument executed by the other party and sent by electronic mail. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

26. **Licenses/Taxes.** Consultant affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Consultant shall be solely responsible for paying all applicable taxes associated with or rising out of this Agreement.
27. **Confidentiality.** Consultant agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.
28. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Certificate of Insurance; and (3) Scope of Services.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Lena McClelland, Assistant Town Attorney

Daniel Sailer, Director of Public Works

CONSULTANT:

ALFRED BENESCH & COMPANY


By: _____

Its: Vice President



EXHIBIT 1

SERVICES AND FEE SCHEDULE

Crowfoot Valley Road Widening																
Town of Castle Rock																
RFP No. 2023-04																
4/24/2023	PIC	PM	Contract Mgr	Traffic	Roadway	Roadway	Drainage SM	Drainage	Erosion	QA/QC						
	Sabo	Salek	Grieman	Moschovich	Stahr	Willman	Fuentes	Sanchez	Floyd	Forni						
	Principal	Senior Project Manager	Project Manager II	Project Manager I	Project Engineer II	Project Engineer I	Senior Project Manager	Designer I	Designer II	Project Manager II	Benesch Total Hours	Benesch Labor Fee	Benesch Mileage	Sub Consultants	Sub-Task Fees	
Hourly Rates:	\$ 250	\$ 215	\$ 185	\$ 150	\$ 132	\$ 125	\$ 215	\$ 102	\$ 115	\$ 185						
Design																
Subs																
Farnsworth - SUE/Survey			1											\$ 168,000	\$ 168,000	
Pinyon - Environmental			1											\$ 6,833	\$ 6,833	
Yeh - Geotechnical			1											\$ 91,254	\$ 91,254	
All Traffic Data - Traffic Counts			1											\$ 7,500	\$ 7,500	
Merge - Public Involvement			1											\$ 7,500	\$ 7,500	
Merge - Utility Coordination														\$ 30,900	\$ 30,900	
Clanton - Electrical/Lighting			1											\$ 38,810	\$ 38,810	
Benesch																
1) Project Management/Coordination																
a) Project Meetings											0	\$0			\$ -	
i) Kick-Off Meeting	3	4	3	3	3			3			19	\$3,317	\$ 53		\$ 3,370	
ii) Initial Agency Workshop	3	3	3	3	3			3			18	\$3,102	\$ 53		\$ 3,155	
iii) Project Management Team and Technical Focus Meetings (Progress)		24	24	2	2	24		2			78	\$13,368			\$ 13,368	
iv) Project Development Plan		2	2								4	\$800			\$ 800	
v) Meeting Minutes		12									12	\$2,580			\$ 2,580	
b) Public and Stakeholder Involvement		8	8	8	8						32	\$5,456			\$ 5,456	
c) Project Management	2	22									24	\$5,230			\$ 5,230	
d) Project Schedule		4	2								6	\$1,230			\$ 1,230	
e) QA/QC		16	16	8				4		30	74	\$13,558			\$ 13,558	
2) Environmental and Conceptual Design																
a) Data Collection		2	2								4	\$800	\$ 26		\$ 826	
b) Environmental and Utility Coordination		4	4								8	\$1,600			\$ 1,600	
c) Transportation Impact Analysis											0	\$0			\$ -	
i) Data Collection				4							4	\$600			\$ 600	
ii) Existing Analysis				8							8	\$1,200			\$ 1,200	
iii) Project 2045 Traffic Volumes				6							6	\$900			\$ 900	
iv) Proposed Analysis				20							20	\$3,000			\$ 3,000	
v) Access Analysis				8							8	\$1,200			\$ 1,200	
vi) Traffic Signal Warrant Analysis/Turn Lane Analysis				8							8	\$1,200			\$ 1,200	
vii) Report				24							24	\$3,600			\$ 3,600	
d) Water Quality Investigation			2				4	40			46	\$5,310			\$ 5,310	
e) Conceptual Design		4	4	8	60						76	\$10,720			\$ 10,720	
f) Conceptual Cost Estimate		1			8						9	\$1,271			\$ 1,271	
3) Preliminary and Final Design																
a) Data Collection		2	2								4	\$800	\$ 26		\$ 826	
b) Utility and Right-of-Way (ROW) Coordination		8	8								16	\$3,200			\$ 3,200	
c) Design Criteria		2		2	2			2			8	\$1,198			\$ 1,198	
d) Preliminary (30%) Design											0	\$0			\$ -	
i) Roadway											0	\$0			\$ -	
a) Horizontal/Vertical Alignment		4			40	40			16		100	\$12,980			\$ 12,980	
b) Roadside Facilities					16	24			16		56	\$6,952			\$ 6,952	

c) 3D Modeling/Earthwork					16	32					48	\$6,112			\$ 6,112
ii) Signing and Striping				4		16					20	\$2,600			\$ 2,600
iii) Hydrology/Hydraulic Engineering											0	\$0			\$ -
a) Data Review								2	4		6	\$838			\$ 838
b) Minor Structures								4	48	8	60	\$6,676			\$ 6,676
c) Phase II Drainage Report and Plans			1				16	40	8		65	\$8,625			\$ 8,625
d) Temporary Erosion and Sediment Control (TESC) Plan								8	8	8	16	\$1,736			\$ 1,736
e) Water Quality Design								8	40	1	49	\$5,915			\$ 5,915
e) Signal Design (Complete)											0	\$0			\$ -
i) Sapphire Pointe Blvd Signal Design			4		16	40					60	\$8,540			\$ 8,540
ii) Emergency Signal Design			4		8	24					36	\$5,228			\$ 5,228
iii) Specifications			1		8						9	\$1,415			\$ 1,415
f) ROW Determinations						8					8	\$1,000			\$ 1,000
g) Preliminary Design (30%) Submittal											0	\$0			\$ -
i) Compile Plan Set			8			16	24			16	64	\$8,672			\$ 8,672
ii) Cost Estimate			1				8				9	\$1,215			\$ 1,215
iii) Submit Plans			2								2	\$430	\$ 26		\$ 456
h) FIR Review Meeting	2	4	2	2	2	2			2		14	\$2,498	\$ 53		\$ 2,551
i) Design Variances			2			8					10	\$1,486			\$ 1,486
j) Final (90%) Design											0	\$0			\$ -
i) Roadway											0	\$0			\$ -
a) Final Horizontal/Vertical Alignment			2			24	24			8	58	\$7,518			\$ 7,518
b) Intersection Details			2			8	16			8	34	\$4,406			\$ 4,406
c) Final Roadside Facilities			2			16	16			16	50	\$6,382			\$ 6,382
d) 3D Modeling/Earthwork						8	32				40	\$5,056			\$ 5,056
e) Cross Sections							24				24	\$3,000			\$ 3,000
ii) Signing and Striping				4			24				28	\$3,600			\$ 3,600
iii) Hydrology/Hydraulic Engineering											0	\$0			\$ -
a) Construction Plans								8	24	8	40	\$5,088			\$ 5,088
b) Minor Structures								8	32	8	48	\$5,904			\$ 5,904
c) Temporary Erosion and Sediment Control (TESC) Plan									8	24	32	\$3,576			\$ 3,576
d) Phase III Drainage Report			1					16	40	8	65	\$8,625			\$ 8,625
e) Water Quality Design								8	40	1	49	\$5,915			\$ 5,915
iv) Traffic Control/Construction Phasing				8			24			8	40	\$5,120			\$ 5,120
k) Final (90%) Design Submittal											0	\$0			\$ -
i) Compile Plan Set			8	2		24	24			16	74	\$10,098			\$ 10,098
ii) Cost Estimate			1	1			8				10	\$1,400			\$ 1,400
iii) Specifications			8	4							12	\$2,460			\$ 2,460
iv) Submit Plans			2								2	\$430	\$ 26		\$ 456
l) FOR Review Meeting	2	4	2	2	2	2			2		14	\$2,498	\$ 53		\$ 2,551
m) Final Plans, Specifications and Estimate (PS&E Package)											0	\$0			\$ -
i) Revisions			8	4	2	40	40		24	16	134	\$17,328			\$ 17,328
ii) Compile Package			8	2		8	8				26	\$4,146			\$ 4,146
iii) Submit Package			2	2							4	\$800	\$ 26		\$ 826
n) Bid Services			4	8		16			4		32	\$4,860	\$ 26		\$ 4,886

4) Post Design Services

a) Review Shop Drawings			8			8	8				24	\$3,776			\$ 3,776
b) RFI Support			8			20	8		4		40	\$5,768	\$ 43		\$ 5,811
c) Permitting Support			16	24							40	\$7,880			\$ 7,880

Subtotal	12	231	133	166	422	432	74	374	194	30	2068	\$ 293,792	\$ 411	-	\$ 645,000
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Assumptions:

Design will be completed using AutoCAD software.

Traffic analysis will be completed using Synchro and SimTraffic software.

SUE cost is based on 50 potholes per Town direction.

Geotech cost is based on Town standard of drilling every 250 feet for soil/pavement investigation.

**SCOPE OF WORK
CROWFOOT VALLEY ROAD WIDENING
TOWN OF CASTLE ROCK**

INTRODUCTION

Alfred Benesch & Company (CONSULTANT) will provide engineering services included in this scope of work to Castle Rock (TOWN). The CONSULTANT team will provide environmental support, survey and ROW support, utility investigations, traffic analysis, roadway design and traffic design, drainage and WQ design, and other related design elements for improvements on Crowfoot Valley Road between Knobcone Drive and the Town limits (north of Macanta Boulevard).

The CONSULTANT team will split tasks for the project generally as follows:

Scope of Work Item	Benesch	Farnsworth Group	Yeh	Pinyon	All Traffic Data	Merge	Clanton
Project Management	X						
Public Outreach Support	X					X	
Geotechnical Investigation			X				
Pavement Design			X				
Environmental Clearances				X			
Traffic Counts					X		
Roadway Design	X						
ROW Mapping		X					
Subsurface Utility Engineering Plans		X					
Utility Coordination						X	
Topographic Survey		X					
Survey Control Diagram		X					
Test-Holing of Signal Pole Locations		X					
Hydrology & Hydraulics (including WQ)	X						
SWMP	X						
Signing	X						
Striping	X						
Signals	X						
Traffic Control Plans	X						
Lighting Design							X
Specifications	X						
Cost Estimates	X						

ASSUMPTIONS

- Project will consist of roadway widening, stormwater and water quality installation, utility coordination and relocation, signing and striping, traffic signal relocation/installation, and roadway lighting installation.
- Subsurface Utility Engineering plans/report pursuant to SB 18-167 is required.
- The BASE SERVICES scope items below will be billed on a not-to-exceed time and materials basis.

Castle Rock will be providing:

- LIDAR survey data
- Property information
- Previous studies and reports
- ROW services (including title work, appraisals, acquisition documents except legal descriptions, negotiations, and closing/recording services)

Tasks by the CONSULTANT Project Team include the following:

A. PROJECT INITIATION AND CONTINUING REQUIREMENTS (BASE SERVICES)

As part of the project initiation and continuing requirements, CONSULTANT will perform the following:

- 1) Kickoff Meeting. The team will conduct an internal project kick-off meeting in accordance with our quality management requirements. Select team members will attend an initial project meeting with Castle Rock.
- 2) Initial Agency Workshop. The CONSULTANT will host a meeting with Castle Rock to review the existing conceptual alignment and talk through project history. This information will guide the development of the conceptual design and modeling effort.
- 3) Project Development Plan and Project Schedule. Develop a project schedule and assign tasks that detail the project milestones and completion dates. Update this schedule as-needed and submit to Castle Rock accordingly.
- 4) Identify Design Criteria. Develop design criteria and meet with Town design staff to gain consensus on the project elements. Submit a memo of the criteria to the Town.
- 5) Create Risk Register. Working with the Town and other stakeholders, create a risk register for each entity. Create a master risk register that includes all major sources of risk.
- 6) Progress Meetings. Castle Rock and the CONSULTANT Project Team will meet as required (assumed 3 per month). A total of 24 progress meetings by video are included in this scope of work. These progress meetings will be used to coordinate and track the work effort and resolve problems. Project meeting minutes shall be completed and provided to the Town within one week of the actual meeting.
- 7) Project Management. The CONSULTANT PM will coordinate the work tasks being accomplished by the entire CONSULTANT Project Team to ensure project work completion stages are on schedule. Project staffing and assigning of tasks, scheduling and invoicing are included within this task.

- 8) Public Outreach. The CONSULTANT will support public involvement and stakeholder coordination led by the Town's Communications team, building upon the extensive outreach that has been done to date. Our team can assist the Town, as needed, to ensure that we are providing accurate and engaging information through various platforms to maintain public trust and keep stakeholders involved throughout design. This task will primarily consist of providing Town Communications staff with visual graphics of the proposed improvements, and periodic project milestone updates that can be used in various Town communications (web page updates, social media posts, etc.).

- a) Assume day-to-day coordination with the local community and impacted properties will be performed by the Town.

B. ENVIRONMENTAL AND CONCEPTUAL DESIGN

- 1) Data Collection. Site visit to investigate existing conditions in conjunction with topographical survey. Generate a Photo Log of the existing roadways with labels describing what direction and subject, including the date of the photography.

- a) Castle Rock will provide previous plans, studies, and reports.

- 2) Environmental Investigation. CONSULTANT will complete a biological resources report based on a one-day field visit to map waters of the US and sensitive species' habitat. It is assumed that the project will not impact either and no further permitting is required. Additionally, Pinyon will complete a visit and an Initial Site Assessment (ISA) to determine if there are hazardous waste/materials that could pose a risk to the project. This task includes sampling of two paint chips for lead.

- a) Deliverable. Relevant environmental reports.

- 3) Traffic Counts. CONSULTANT will obtain traffic counts to support the traffic engineering design.

- a) 13-hour intersection movement counts – 5 locations

- i. Crowfoot Valley Road & Knobcone Drive
 - ii. Crowfoot Valley Road & Timber Canyon Drive
 - iii. Crowfoot Valley Road & Diamond Ridge Parkway
 - iv. Crowfoot Valley Road & Sapphire Pointe Boulevard
 - v. Crowfoot Valley Road & Macanta Boulevard

- b) 48-hour vehicle counts by direction – 8 locations along Crowfoot Valley Road and intersecting roadways within the study area.

Town of Castle Rock – Crowfoot Valley Road Scope of Work
April 19, 2023



4) Transportation Impact Analysis.

- a) Analysis of crash data. The CONSULTANT will summarize the most recent five years of crash data obtained from the TOWN including frequency and severity for the corridor and all intersections within the study area.
- b) Existing conditions analysis. The CONSULTANT will analyze the existing traffic volumes, corridor, and intersection configurations for capacity and safety. This will be completed using SYNCHRO software.
- c) The CONSULTANT will forecast 2045 traffic volumes using the DRCOG travel demand model.
- d) Confirm signal warrant. The CONSULTANT will confirm the signal warrant analysis at the Sapphire Pointe Boulevard intersection.
- e) The CONSULTANT will analyze the operation and recommend lane configurations using the 2045 traffic volumes to a level of service D or better. Capacity analysis will be completed per HCM 6th Edition using SYNCHRO software
- f) The CONSULTANT will analyze the queuing for all turn lanes at each intersection to determine appropriate storage lengths using SIMTRAFFIC software.
- g) The CONSULTANT will analyze each access to Crowfoot Valley Road to determine the viability and safety of each access.
- h) Transportation Impact Analysis Report. The CONSULTANT will prepare a report in accordance with the TOWN Transportation Design Criteria Manual. This report will outline project goals, existing conditions, methods of analysis and evaluation, findings, and recommendations. Following TOWN review final comments will be incorporated into a final submittal.
- i) Assumptions/Exclusions

- i. The TOWN will provide the most recent 5 years of traffic data.
 - ii. The TOWN will provide any previously completed studies pertinent to this project.
 - iii. Traffic simulation videos are excluded.
 - iv. COVID-19 adjustment factor will not be applied to existing traffic volumes.
 - v. Analysis of adjacent intersections not included in the Traffic Counts section are excluded.
 - vi. Analysis of traffic will only include the years 2023 and 2045.
 - vii. Analysis of weekend time periods is excluded.
- j) Deliverables. Draft and Final Transportation Impact Analysis Report.
- 5) Utility Coordination. CONSULTANT will identify all utility owners and potential utility conflicts based on conceptual design.
 - a) Hold a kick-off meeting with all utility owners to discuss scope, schedule, existing utility location, and potential impacts.
- 6) Conceptual Design. CONSULTANT will develop a corridor concept design that satisfies traffic needs (capacity) found in the Transportation Impact Analysis while improving safety for vehicles, bicycles, and pedestrians. Any alternative designs for individual elements, such as the Sapphire Pointe Boulevard intersection layout will also be provided to the TOWN for feedback.
 - a) The CONSULTANT will provide concept level horizontal alignment.
 - b) The CONSULTANT will provide basic cross-section sheets for various segments of the corridor.
 - c) Assumptions/Exclusions
 - i. Conceptual design will be completed on available aerial imagery.
 - ii. Conceptual design will depict existing conditions to the extent of data available, including aerial imagery, GIS-based property lines, utilities (visual based), and floodplain maps.
 - iii. Roadway concept will comply with applicable TOWN, COUNTY, or CDOT design criteria.
 - d) Deliverable. Concept design (roll plot).
 - e) Deliverable. Concept-level cost estimate.
- 7) Water Quality Investigation. CONSULTANT, in coordination with Castle Rock, will identify water quality requirements for the project. Referring to the conceptual design, identify probably locations for water quality treatment locations and initially proposed treatment methods/structures.
 - a) Deliverable. Summary memo of initial findings.

C. PRELIMINARY DESIGN (BASE SERVICES)

AutoCAD Civil3D software will be used in the development of the preliminary design plans.

As part of this preliminary design, CONSULTANT will perform the following activities:

- 1) Roadway Engineering. CONSULTANT will perform various roadway engineering tasks associated with the design of the improvements.
 - a) Review of design criteria and existing topographical survey.
 - b) Preliminary horizontal and vertical alignment design of roadway edge, curbs and gutter, islands, sidewalks, curb ramps, medians and turn lanes.
 - c) Preliminary design of typical templates, and preliminary modeling to determine roadside grading and toes-of-slopes (limited to roadway widening areas).
 - d) Creation of preliminary cross sections at 50' interval (limited to roadway widening areas).
- 2) Environmental Clearances. Not included.
- 3) Survey and Subsurface Utility Engineering. CONSULTANT will conduct topographic survey of the project area and prepare QL-B Subsurface Utility Engineering Plans/Report in accordance with SB 18-167. QL-A test holing will be conducted at proposed traffic signal foundations and potential utility conflict points. **See attached scope of work by Farnsworth Group.**
 - a) Assumes 50 QL-A potholes.
- 4) Right-of-Way. CONSULTANT will conduct ROW research and prepare existing ROW mapping. **See attached scope of work by Farnsworth Group.**
- 5) Geotechnical and Pavement Design. CONSULTANT will conduct geotechnical investigation borings, and prepare a report with pavement design. **See attached scope of work by Yeh & Associates.**
- 6) Hydrology/Hydraulic Engineering.
 - a) Data Review. Obtain and review existing drainage data from available sources.
 - b) Minor Structures. Determine locations, sizes, and alignment based on preliminary hydraulic design. Prepare preliminary structure cross-sections and determine elevations, flow lines, slopes and lengths of the structures.
 - c) Major Drainage Structures. Not included.
 - d) Prepare preliminary Phase II Drainage Report in accordance with Town criteria.
 - e) Water Quality. Determine locations, sizes, and structure based on preliminary design. Prepare preliminary structure cross-sections and determine elevations, flow lines, slopes and lengths of the structures.
- 7) Utility Coordination. CONSULTANT will identify potential conflicts based on topographic base files SUE info, and site visits. Utility relocation design is not included.
 - a) Deliverable. Memorandum of Design – Utilities to document utility conflicts.

8) Major Structure Design. Not included.

9) Traffic Engineering.

a) The CONSULTANT will develop signing and striping plans based upon the MUTCD, Town criteria and previous studies for the proposed roadway and intersection improvements.

b) Signal Design. CONSULTANT will develop a preliminary proposed signal design based on current MUTCD and Town criteria. The preliminary signal design will include poles, heads, detection, pedestrian buttons and signals, new controller and its location and emergency vehicle preemption.

c) Location:

i. Sapphire Pointe Boulevard.

d) Prepare a preliminary construction phasing plan.

10) Preparation for the FIR (30% Design):

a) Coordinate, complete, and compile the plan set. The FIR plans shall include a title sheet, M&S index, typical sections, general notes, preliminary quantities, SUE plans, plan sheets, profile sheets, preliminary intersection layouts, preliminary minor drainage structures, signing/striping, and preliminary signal design. The plan/profile sheets will include all existing topography, survey alignments, projected alignments, profile grades, ground line, property lines, rough structure notes (preliminary drainage design notes, including pipes, inlets, ditches and channels), rough WQ structure notes, and existing utility locations.

b) Prepare the preliminary cost estimate for the work described in the FIR plans based on estimated quantities.

c) QA/QC and Constructability Review. Perform QA and QC for plans and specifications. This task includes interdisciplinary review and crosschecks.

d) Submit the FIR plans in electronic PDF format to the Town for review 3 weeks prior to the FIR.

11) Field Inspection Review:

a) Attend the FIR. This will also include a Utility Coordination Meeting.

b) The CONSULTANT will document review comments and responses and submit to the Town.

c) A list of all deviations from standard design criteria along with the written justification for each one shall be submitted to the Town.

- 12) Post-FIR Revisions. Post-FIR plans will not be submitted and plans will be advanced to final design.

D. FINAL DESIGN (BASE SERVICES)

AutoCAD Civil3D software will be used in the development of the final design plans.

- 1) Miscellaneous Additional Survey. Perform additional design surveys in areas that may require further definition after preliminary design is completed.
- 2) Roadway Engineering. CONSULTANT will perform the following final design roadway engineering tasks associated with the design of the improvements:
 - a) Coordinate activities required for final design, initiate design decisions and discuss variances as they affect FOR activities.
 - b) Final design of horizontal and vertical alignments.
 - c) Final detailed design of roadway, curb and gutter, curb ramps, sidewalks, medians and turn lanes.
 - d) Final detailed modeling of proposed roadway and roadside slopes and drainage structures (limited to roadway widening areas).
 - e) Updated cross sections with final earthwork quantities (limited to roadway widening areas).
- 3) Right-of-way. The CONSULTANT will prepare legal descriptions for the TOWN's use in property acquisition. **See attached scope of work by Farnsworth Group.**
- 4) Hydrology/Hydraulic Engineering.
 - a) Data Review. Review data and information developed under the Preliminary Hydraulic Investigation and update in accordance with decisions made at the FIR.
 - b) Minor Structures.
 - i. Complete final design for minor drainage structures. Finalize horizontal and vertical locations and sizes for all drainage structures based on hydraulic design.
 - ii. Finalize structure cross-sections and profiles to determine the elevations, flow lines, slopes and lengths of structures.
 - c) Complete final design for all drainage details required for minor drainage structures. Prepare final construction plans.
 - d) Water Quality. Finalize locations, sizes, and structure based on preliminary design comments and relevant criteria. Finalize structure cross-sections and determine elevations, flow lines, slopes and lengths of the structures. Prepare final construction plans.

- e) Storm Water Management Plan. Initiate a Storm Water Management Plan in accordance with Castle Rock's Drainage Manual, CDPHE's Construction Discharge Permit System requirements, CDOT's Erosion Control and Storm Water Quality Guide, local agency SWMP/GESC/EC requirements, CDOT's Standard Specifications, CDOT Standard Plans and other appropriate documents. The Erosion Control Plans will include initial, interim and final stages and the CDOT SWMP template notes.
 - f) Prepare a Phase III Drainage Report in accordance with the requirements of the Town.
- 5) Utility Coordination.
 - a) Coordinate with the Town to identify and resolve any conflicts to finalize utility clearances.
 - b) Attend a Utility Coordination Meeting.
 - c) Prepare draft Utility Clearance Letters.
 - d) Prepare/submit Xcel Builder's Call Line applications for new services.
 - e) Utility relocation design is not included in this scope of work.
- 6) Final Major Structural Design. Not included.
- 7) A final construction phasing plan will be developed which integrates the construction of all project work elements into a practical and feasible sequence. This plan shall accommodate the existing traffic movements during construction, and a final traffic control plan will be developed which shall be compatible with the phasing plan. Prepare a Tabulation of Traffic Control Devices.
- 8) Traffic Engineering.
 - a) Prepare and provide permanent signing/pavement marking plans according to MUTCD and Town criteria.
 - b) Final Signal Design. Not included, see Additional Services.
- 9) Lighting Design. CONSULTANT will provide comfortable lighting design that enhances the safety and comfort of drivers, residents, and pedestrians on Crowfoot Valley Road.
 - a) Select the appropriate lighting criteria from the Town of Castle Rock Transportation Design Criteria Manual to ensure that the intersections, merge and diverge lanes, and pedestrian crossings are appropriately lighted.
 - b) Specify low glare, warm white (3000K CCT) LEDs will be specified to improve visibility at these key locations, using CORE Electric utility standard lighting equipment. Select luminaires with low backlight ratings or an offering of backlight glare shields.
- 10) Plan Preparation for the Final Office Review (90% Design).

- a) Coordinate the Packaging of the Plans. Collect plans from all design elements and collate the plan package. Calculate plan quantities and prepare the tabulations.

The Final Office Review (FOR) plans prepared by CONSULTANT shall include the following sheets (as appropriate):

- Title Sheet
 - Standard Plans List
 - Typical Sections
 - General Notes
 - Summary of Approximate Quantities
 - Appropriate Individual Quantity Tabulations
 - SUE Plans
 - Roadway Plan & Profile
 - Intersection Details
 - Drainage Plan
 - Drainage Structure Cross Sections
 - Stormwater Management Plan
 - Signal Plans
 - Signing & Striping Plans
 - Lighting Plans
 - Construction Phasing/Traffic Control Plan
 - Cross Sections With Earthwork Quantities (limited to roadway widening areas)
- b) Specifications. In addition to the plan sheets, the Special Provisions shall be provided. This will consist of any unique Project Special Provisions which have to be written specifically for items, details and procedures not adequately covered by CDOT's Standard Specifications and Standard Special Provisions. The Project Special Provisions shall be provided in the CDOT format and submitted with the project plans.
- c) Prepare the FOR estimate. Item numbers, descriptions, units and quantities shall be listed and submitted.
- d) QA/QC and Constructability Review. Perform QA and QC for plans and specifications. This task includes interdisciplinary review and crosschecks.
- e) Submit the FOR plans and specifications in electronic PDF format to the Town for a review 2 weeks prior to the FOR.

11) Final Office Review.

- a) FOR Meeting. CONSULTANT will attend the FOR, prepare meeting minutes for approval by the Town and distribute within three (3) weeks of the meeting.
- b) FOR Plan Revisions. The FOR original plan sheets and the specifications shall be revised in accordance with the FOR meeting comments and a 100% set submitted to the Town.

- 12) Construction Plan Package. Submit the final revision of the plans and specifications incorporating all comments received at the FOR meeting. The bid plans shall consist of the revised FOR plans and will completely describe the work required to build the project including project special provisions, detailed quantities and Bid Schedule.
- 13) Record Plan Sets. CONSULTANT will seal hard-copy record documents.

E. POST-DESIGN SERVICES

- 1) Show Drawing Review. CONSULTANT will review submitted shop drawings to ensure consistency with the design plans and Town standards.
- 2) RFI Support. CONSULTANT will review and respond to RFI's submitted by the contractor related to design interpretation and construction design inquiries.
 - i. Assumes a total of 40 hours of effort at 2-4 hours per RFI.
- 3) Permitting Support. CONSULTANT will provide necessary design information to support relevant permit applications.
 - i. Assumes a total of 40 hours of effort.

F. EXCLUSIONS

The following are not included in this scope and their inclusion is subject to a change in scope, schedule and/or fee: Environmental clearances, Value Engineering workshops, utility design, railroad coordination and submittals, major structural design, and signal timing plans.

March 3, 2023

Proposal No. 223-094

Travis Greiman, PE, CAMP
Project Manager / Associate
Benesch
7979 Tufts Avenue, Suite 800
Denver, Colorado 80237

Subject: Crowfoot Valley Road Widening
Town of Castle Rock, Colorado, RFP No 2023-04
Geotechnical Investigation and Pavement Recommendations

Dear Mr. Greiman:

This letter presents Yeh and Associates' estimated project cost for the geotechnical investigation, traffic pole foundation recommendations and pavement recommendations for the above project.

Geotechnical Investigation and Recommendations:

1. Obtain permits, utility clearances and traffic control required to conduct geotechnical investigation.
2. Prepare Health and Safety Plan to address work on the project site during the geotechnical investigation.
3. Conduct geotechnical sampling by drilling borings and cores identified below:
 - a. - 2 to 4 borings (30 ft.) for signal pole foundations at Sapphire Point Blvd. and to provide information for moving the fire station traffic poles.
 - b. - 36 borings (5 to 10 ft.) to provide information for pavement design. Town of Castle Rock pavement design investigations require borings for pavement design at a 250 foot spacing. These borings and sufficient cores do document the current pavement will be used to address both new pavement designs for widening as well as pavement designs for the reconstruction of the existing hot mix asphalt (HMA) pavement.

All borings will be backfilled with cuttings, and pavements patched in accordance with Town of Castle Rock Guidelines.

As-drilled boring locations will be marked by Yeh and surveyed by the Project Survey Consultant.

4. Submit selected soil samples to the Yeh materials laboratory or an outside laboratory for testing of soil properties such as Soil Classifications (AASHTO T145),

Swell/Consolidation of in-place soil, R-value (AASHTO T99), Corrosion Potential (soluble sulfate and chloride concentrations, pH and resistivity) and other tests needed for the foundation and pavement recommendations.

5. Prepare a draft geotechnical report including the area geology and subsurface conditions, soil test data, foundation recommendations for the traffic light poles, pavement recommendations for both the new widened areas as well as rehabilitation or replacement of the existing HMA pavement. At this time, no structures have been identified. Any major structure foundation recommendations or design are required, the cost will be negotiated based on the time and Yeh Standard Rates.
6. Prepare a final geotechnical and pavement design report after addressing any comments from the draft report.

The estimated fee for the geotechnical investigation, engineering analysis and reporting is based on the Yeh standard rates. The itemized cost estimate is provided below:

Item	Estimated Cost
Field and Laboratory Work	\$26,654
Outside Services – Drilling & Traffic Control	\$47,800
Engineering Analysis, Reports and Meetings	\$16,800
Total	\$91,254

As proposed, the cost for our investigation will be billed on a time and materials basis based on the attached Yeh standard rate schedule. We will not exceed our estimated costs without prior notice and authorization.

Upon notice to proceed, Yeh and Associates will obtain permits and arrange drilling and traffic control. The field investigation will begin within two weeks after obtaining access permits and traffic control and it is estimated it will take approximately two to three weeks to complete. Soil testing for the geotechnical investigation is estimated to take about three weeks, and the draft geotechnical and pavement design report will be available within about two weeks after completion of testing. The final report will be completed within three weeks after receiving comments on the draft report.

Geotechnical Investigation

Yeh and Associates will perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. Therefore, no warranty or guarantee expressed or implied is part of the services offered by this proposal.



If we can be of further assistance, please contact us. We look forward to working with you on this project.

Respectfully submitted,
YEH AND ASSOCIATES, INC.

Robert F. LaForce, P.E.
Senior Materials Manager

Cc: File 223-094

Attachments: Standard Rate Schedule



**COLORADO FRONT RANGE (Denver, Co Springs, Greeley)
STANDARD FEE SCHEDULE EFFECTIVE JANUARY 2023**

Professional Services:

<u>Classification</u>	<u>Basic Rate</u>
Principal	\$220/hr
Senior Project Manager	\$210/hr
Senior Project Specialist	\$200/hr
Project Manager	\$185/hr
Senior Project Engineer or Geologist	\$165/hr
Project Engineer or Geologist	\$140/hr
Staff Engineer or Geologist	\$120/hr
Engineer or Geologist Intern	\$80/hr
Resident Construction Engineer	\$210/hr
Construction Manager	\$185/hr
Construction Observer 3	\$150/hr
Construction Observer 2	\$135/hr
Construction Observer 1	\$120/hr
Technician Leader or Supervisor	\$155/hr
Laboratory Supervisor	\$135/hr
Technician 3	\$110/hr
Technician 2	\$95/hr
Technician 1	\$85/hr
CAD Designer	\$145/hr
CAD Technician	\$95/hr
Project Controller	\$155/hr
Administrative Assistant	\$90/hr

***Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.*

Laboratory tests are quoted on separate schedule or cost plus 10 percent for outside laboratory testing when applicable. Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Rates do not include prevailing wage rates for field services. Prevailing wages will be determined on a project-by-project basis.

Other Direct Charges:

	<u>Rates</u>
Subcontracted services, copying and rented equipment	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle	\$ 80/day
Automobile Mileage	\$ Current IRS Rate

March 7, 2023

Travis Greiman, PE, CAMP
Project Manager / Associate
Benesch & Company
7979 E. Tufts Ave., Suite 800
Denver, CO 80237

**RE: Town of Castle Rock – Crowfoot Valley Road Widening, Project No. 2023-04.
Professional Land Surveying and SUE Services.**

Travis,

Farnsworth Group respectfully submits this letter as our proposal to provide professional surveying services for the referenced project. This proposal letter includes an outline of our understanding of this project including our scope of services. Please feel free to review the information provided and contact me if you have any questions or comments.

PROJECT UNDERSTANDING

Benesch & Company is responding to the Town of Castle Rock Request for Proposals for Crowfoot Valley Road Widening. Farnsworth Group, Inc. is proposing to provide design survey, Right-of-Way Plans and SUE services. The survey limits substantially as shown on Attachment 3 of the RFP.

A. TOPOGRAPHIC DESIGN SURVEY - ROADWAY

Farnsworth Group strives to meet the expectations of the project. We will work closely with the design team to understand their survey needs and ensure proper scoping of the project. Initially, Farnsworth Group will conduct a control survey using GPS techniques to establish a common system of horizontal and elevation data for the team. All survey control is georeferenced to ensure compatibility with GIS data and other sources of mapping information. The survey will set at least five semi-permanent survey monuments that will be suitable for use during the design and construction phases of the project.

Farnsworth Group will conduct a TMOSS topographic design survey using GPS and total station technologies to meet the horizontal and vertical accuracy requirements of CDOT Class C or Class D. Our surveyors can use high-accuracy 3D terrestrial scanners, mobile and UAV mounted LiDAR survey equipment as needed. The topographic survey will be conducted in

accordance with the CDOT Survey Manual and will map the corridor and surrounding areas to collect data on the improvements, topography, and above-ground utilities. Elevations will be adequate to support the contour interval and elevation digital terrain model. The survey will be completed under the direction of a professional land surveyor.

B. TOPOGRAPHIC DESIGN SURVEY – DRAINAGE AREAS

Farnsworth Group will include topographic survey of two (2) drainage areas. One drainage area is a 75,000 SF pond at the corner of Crowfoot Valley Road and Founder's parkway. The other drainage area was not specified by the Town and is assumed to be similar to the specified drainage area in terms of effort needed to perform the survey.

C. RIGHT-OF-WAY PLANS

Farnsworth Group will work with the stakeholders to understand the right-of-way needs of each project. If no right-of-way acquisition is anticipated a depiction of the right-of-way can be compiled based on recorded subdivision plats, assessor data right-of-way plans and recorded deeds. Where acquisition is anticipated, Farnsworth will conduct the appropriate field survey and research to support CDOT Right-of-Way plans. We will review title commitments (supplied by TRS) and prepare a base file of right-of-way lines, property lines and easements disclosed in the title commitments along with ownership data within the project limits. This map will be used to identify the right-of-way requirements for the project.

Once the necessary ROW requirements have been determined, Farnsworth Group will prepare final ROW plans conforming to the CDOT right-of-way plans standards and specifications. The plan set will consist of Title Sheet, Tabulation of Properties, Survey Control Diagram, Land Survey Control Diagram, Tabulation of Monumentation, Plan Sheets and Ownership Map. Farnsworth Group can also prepare stand-alone legal descriptions and exhibits for all right-of-way and easement parcels.

Farnsworth Group will perform appraisal staking and setting final monuments.

All aspects of the field and office work shall be the responsibility of the PLS in Responsible charge.

D. OPTIONAL SURVEY ITEMS

Costs are included for optional items:

1. Post-Construction as-built surveys (daily rate).
2. Post-Construction Right-of-Way plan revisions (12 hours CADD time).

E. SUBSURFACE UTILITY ENGINEERING QL-B - ROADWAY

All utility investigations will be executed in accordance with American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02) and Colorado Revised Statutes (CRS) 9-1.5-102 and CRS 09-1.5-103. The RFP describes three segments with varying design elements. The Engineer in responsible charge will work with the design team to fully understand SUE requirement for each segment. Farnsworth often works with Kinetic Industries or Diversified Underground as subcontractors providing traffic control and locating services.

Farnsworth Group will obtain and review the Quality Level D utility data provided by the utility providers. This data will be verified to the extent possible with site surface features and electromagnetic designation field work in an attempt to achieve and produce a SUE Plan to Quality Level B (QL-B). If requested, we can also utilize ground penetrating radar to refine the data or look for undocumented utilities. Any observed discrepancies or unknown facilities will be noted for future resolution, if required. Utility information will be added to the topographic survey and a comprehensive SUE Plan / Report, including owner details, will be prepared.

During the QL-B work, surveyor will also survey in the inverts of all accessible sanitary and storm sewer manholes, vaults, inlets, and culvert inverts.

F. SUBSURFACE UTILITY ENGINEERING QL-B – DRAINAGE AREAS.

Farnsworth Group will include SUE QL-B of two (2) drainage areas. One drainage area is a 75,000 SF pond at the corner of Crowfoot Valley Road and Founder's parkway. The other drainage area was not specified by the Town and is assumed to be similar to the specified drainage area in terms of effort needed to perform the SUE QL-B.

G. SUBSURFACE UTILITY ENGINEERING QL-A - ROADWAY

Following the completion of the QL-B investigation, Farnsworth Group, the Design Engineer, and Owner will identify the conflict points between any proposed improvements and existing utilities. Fifty (50) QL-A Test holes will be excavated at each conflict point to acquire precise vertical and horizontal positions to further define the existing utilities in relation to the proposed design. Excavation will be performed by Hydrovac and properly restored. Field survey personnel will record depth and location information for all utilities exposed by excavation. This information will be added to the topographic survey and SUE Report.

Twenty-five (25) potholes will be in non-paved areas and twenty-five (25) potholes will be in paved areas. Traffic control will be needed for all potholes in paved areas. Flow-fill and permanent restoration of the excavations is not included.

All pothole information along with location data of any uncovered utilities will be added to the SUE Plan and Report.

H. SUBSURFACE UTILITY ENGINEERING QL-A - SIGNALIZATION

In addition, four (4) QL-A large Test holes will be excavated at the proposed location of the traffic signal poles at Sapphire Pointe Blvd. These excavations will be 24" in diameter and 10 feet deep. The purpose of these excavation is to ensure there are no utility conflicts.

All pothole information along with location data of any uncovered utilities will be added to the SUE Plan and Report.

I. ASSUMPTIONS

Assumptions

1. The client and Town understand that the utility locating subcontractor will place paint markings on concrete, asphalt, and landscaped surfaces throughout the project site. Neither Farnsworth Group or the utility locating subcontractor will make any effort to remove these paint markings.
2. This scope of services does not include boundary resolution in case any substantial discrepancy, ambiguity, gap, overlap or conflict with lines of possession is discovered during the boundary survey. If any such issues arise, Farnsworth Group will advise the client and negotiate additional fees based on the attached rate table.
3. This scope of services assumes that no more than three (3) right-of-way parcels will be required and included in the right-of-way plans.
4. This scope of services assumes that all PLSS section corner, property corner and right-of-way corner monuments required for the right-of-way mapping will be recovered at ground level, undamaged and not in need of rehabilitation.
5. The survey will not locate lawn irrigation systems facilities such as vacuum breakers and valve boxes. Sprinkler heads and underground piping will not be shown.
6. Farnsworth Group is not responsible for delays due to changes in the scope of work by the client or owner, inclement weather, severe wind, snow cover, ice cover, or site access issues.
7. Farnsworth Group will send letters requesting Permission to Enter forms from adjacent landowners by certified mail. If a landowner has not responded within 1 month of the mailing, the surveyors will not enter that property.
8. Confined space entry will not be required for this project.
9. Farnsworth Group will not open any manhole or inlet that appears to be locked or otherwise secured.
10. The Design Engineer will provide information showing the project limits, alignments, profiles, relevant design, and any other applicable information.

J. SCHEDULE

Farnsworth Group anticipates being able to begin the survey within 2 weeks of written notice to proceed. We estimate completion of the design topographic survey CAD files and SUE QL-B Plan/Report within approximately 4-6 weeks from notice to proceed.

Preparation of the SUE QL-A Plan and Report; Right-of-Way Plans, Descriptions, and Exhibits for Right-of-Way parcels and Exhibits will be according to the project schedule.

K. FEES FOR PROFESSIONAL SERVICES

Farnsworth Group will perform the above-noted Services on an hourly basis not to exceed \$168,000.00.

Task	Estimated Cost
Topographic Survey Roadway	\$26,300.00
Topographic Survey Drainage Areas	\$8,800.00
Traffic Control	\$3,000.00
Right-of-Way Plans	\$31,600.00
Legal descriptions and Exhibits	\$2,200.00
Appraisal Staking / Final Monuments	\$4,900.00
SUE QL-B Survey Support	\$4,500.00
SUE QL-A Survey Support	\$7,500.00
SUE QL-B Field investigation - Roadway	\$17,700.00
SUE QL-B Field investigation - Drainage Areas	\$1,600.00
SUE QL-A Field investigation- Roadway	\$52,200.00
SUE QL-A Field investigation- Signalization	\$7,700.00
Total	\$168,000.00


Please let us know if you'd like to include any of the optional tasks:

Optional Tasks	Estimated Cost
Post-Construction as-built surveys (daily Rate)	\$3,500.00
Post-Construction Right-of-Way plan revisions.	\$3,000.00

Additional Services: Professional services beyond the scope of services listed above will be billed using our 2023 Hourly Rate Schedule. Travel and reimbursable expenses are estimated and included in the above fee. Substantial reproduction costs, additional travel beyond the meetings included, or other similar expense items shall be billed at item costs.

Respectfully Submitted,
FARNSWORTH GROUP, INC.

James Clyde Cundall




Digitally signed by James
Clyde Cundall
DN: C=US,
E=jcundall@f-w.com,
OU=Civil Group,
O=Farnsworth Group,
CN=James Clyde Cundall
Date: 2023.03.07
13:41:44-07'00'

J.C. Cundall, PE
Senior Engineering Manager

David C.
DiFulvio

David C. DiFulvio, PLS
Principal



Digitally signed by David C. DiFulvio
DN: cn=David C. DiFulvio, o=Farnsworth
Group, Inc., ou=Principal,
email=ddifulvio@f-w.com, c=US
Date: 2023.03.07 14:05:29 -07'00'



Standard Schedule of Charges

Engineering / Surveying / Commissioning Professional Staff	Per Hour
Administrative Support.....	\$ 88.00
Engineering Associate I / Cx Specialist I.....	\$ 131.00
Engineering Associate II / Cx Specialist II.....	\$ 145.00
Engineer / Land Surveyor / Senior Cx Specialist.....	\$ 153.00
Senior Engineer / Senior Land Surveyor / Cx Project Manager.....	\$ 161.00
Project Engineer / Project Land Surveyor / Senior Cx Project Manager.....	\$ 173.00
Senior Project Engineer / Senior Project Land Surveyor / Cx Manager.....	\$ 193.00
Engineering Manager / Land Surveying Manager / Senior Cx Manager.....	\$ 218.00
Senior Engineering Manager / Senior Land Surveying Manager / Senior Cx Director.....	\$ 233.00
Principal / Vice President.....	\$ 253.00

Technical Staff	Per Hour
Technician I.....	\$ 90.00
Technician II.....	\$ 113.00
Senior Technician / Cx Technician.....	\$ 123.00
Chief Technician.....	\$ 141.00
Designer / Computer Specialist / Lead Technician.....	\$ 153.00
Senior Designer.....	\$ 158.00
Project Designer / Project Technician.....	\$ 173.00
Senior Project Designer / Systems Integration Manager.....	\$ 193.00
Design Manager / Grants Manager.....	\$ 198.00
Technical Manager.....	\$ 208.00
Senior Technical Manager.....	\$ 228.00

Architecture / Landscape Architecture / Interior Design Professional Staff	Per Hour
Architectural Associate I / Landscape Associate I / Interiors Associate I.....	\$ 119.00
Architectural Associate II / Landscape Associate II, Interiors Associate II / Interior Designer.....	\$ 129.00
Architect / Architectural Associate III / Landscape Associate III.....	\$ 145.00
Project Coordinator / Urban Planner I / Senior Interior Designer.....	\$ 145.00
Senior Architect / Senior Project Coordinator/ Urban Planner II / Interior Design Manager.....	\$ 155.00
Project Architect / Project Manager.....	\$ 166.00
Senior Project Architect / Senior Project Manager.....	\$ 183.00
Architectural Manager.....	\$ 196.00
Senior Architectural Manager / Senior Urban and Community Planner.....	\$ 213.00
Architecture Principal.....	\$ 233.00
Principal / Vice President.....	\$ 253.00

Units	
Expert Testimony.....	2.0x bill rate
ATV & Trailer.....	\$15.00 / hr
Field Vehicle.....	\$25.00 / hr
Automobile mileage.....	IRS Rate
Hand Held GPS.....	\$11.00 / hr
GPS Unit (each).....	\$22.00 / hr
Environmental GPS Data Collector.....	\$75.00 / day
Utility Locator / Robotic Total Station.....	\$26.00 / hr
Stationary Scanner (low res) High Def Scanner / UAV.....	\$300 / day \$500 / day
Subconsultants & Other Reimbursable Expenses Related to Project*.....	Cost+ 10%

*Includes the actual cost of prints / copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2024 UNLESS OTHERWISE NOTIFIED

EXHIBIT 2

CONSULTANT'S CERTIFICATION OF INSURANCE



ALFRBEN-01

ABERCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2023

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).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com																					
INSURED Alfred Benesch & Company 7979 East Tufts Avenue Suite 800 Denver, CO 80237	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Charter Oak Fire Insurance Company A++ (XV)</td><td>25615</td></tr><tr><td>INSURER B :</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C :</td><td>Phoenix Insurance Company A++, XV</td><td>25623</td></tr><tr><td>INSURER D :</td><td>Berkshire Hathaway Specialty Insurance Company</td><td>22276</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Charter Oak Fire Insurance Company A++ (XV)	25615	INSURER B :	Travelers Property Casualty Company of America	25674	INSURER C :	Phoenix Insurance Company A++, XV	25623	INSURER D :	Berkshire Hathaway Specialty Insurance Company	22276	INSURER E :			INSURER F :		
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INSURER D :	Berkshire Hathaway Specialty Insurance Company	22276																				
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		630-0D870755	5/31/2022	5/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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	X		BA-0N614884	5/31/2022	5/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		CUP-9R47920A	5/31/2022	5/31/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB-5K723986	5/31/2022	5/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			47EPP30529705	5/31/2022	5/31/2023	Per Claim 1,000,000
D				47EPP30529705	5/31/2022	5/31/2023	Aggregate 2,000,000

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

If AI box is checked, GL Endt Form# CGD604, Auto Endt Form# CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: Castle Rock – Crowfoot Valley Road Widening project

The Town, its officers and employees shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract. General Liability, Auto & Umbrella Liability are Primary and Non-contributory as required per written contract. A 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Town of Castle Rock Attn: Lisa Anderson 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 <i>Jared Maxwell</i>
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b)** Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a)** How, when and where the "occurrence" or offense took place;
- (b)** The names and addresses of any injured persons and witnesses; and
- (c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
- (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS.**

SECTION I - COVERAGES

A. COVERAGE A - EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
 - (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY OF SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat

UMBRELLA

charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

EXHIBIT 3**TOWN OF CASTLE ROCK
AFFIDAVIT OF INDEPENDENT CONSULTANT STATUS**

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, **Alfred Benesch & Company** (the “entity”) represents and warrants that it is the entity’s express intention to be employed as an independent Consultant of the Town of Castle Rock (the “Town”) for purposes of performing the work or services which are the subject of the Agreement, to include all employees and agents of the above named entity. Entity understands and confirms that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require that the entity work exclusively for the Town, except that the entity may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- The entity is not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide the entity with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.
- The Town makes checks payable to the trade or business name of the entity, who is a party to the Agreement; and the Town does not combine their business operations in any way with the entity’s business, but instead maintains such operations as separate and distinct.
- The entity understands that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent Consultant relationship with the Town.
- **ENTITY UNDERSTANDS THAT NEITHER THE ENTITY NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OF THE TOWN.**
- **THE ENTITY UNDERSTANDS THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONSULTANT

CON-2023-0383



ALFRED BENESCH & COMPANY

By: John Sabo Digitally signed by John Sabo
DN: C=US, E=jsabo@benesch.com,
CN=John Sabo
Date: 2023.06.13 11:05:12-06'00'

Name

STATE OF COLORADO)

) ss.

COUNTY OF Denver)

The foregoing instrument as acknowledged before me this 13th day of June, 2023 by John Sabo as VP of the above mentioned Consultant.

Witness my official hand and seal.

My commission expires:

march 10, 2027

Katrina Kenny
Notary Public

