



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Downtown Pedestrian Lighting Project)**

DATE: June 6, 2023

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

OLSSON, INC., a Nebraska corporation, 601 P Street, Ste 200, Lincoln, Nebraska 68508 (“Contractor”).

RECITALS:

- A. Town wishes to engage Contractor to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Contractor shall provide roofing services as described in the attached *Exhibit 1* (“Services”).

Section 2. Payment. Contractor shall invoice Town for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall payment exceed **\$293,767.00**, unless authorized in writing by Town.

Section 3. Completion. Contractor shall commence the Services upon execution of this Agreement and complete the Services by **April 28, 2024**. Contractor shall devote adequate resources to assure timely completion of the Services. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

 Town shall have the right to terminate this Agreement at any time with 30 days written notice to Contractor. The Town’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Contractor shall turn over all work product produced up to the date of termination.

Section 4. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.



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

Section 6. Assignment. This Agreement shall not be assigned by Contractor without the written consent of the Town.

Section 7. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

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

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

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

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

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles



assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

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 Contractor. 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 Contractor shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Contractor's insurance agent and submitted at the time of execution of this Agreement as ***Exhibit 2*** as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

Section 9. 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 (presently \$424,000 per person, \$1,195,000 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

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



Section 11. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 12. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 13. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 14. Time of the Essence. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 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 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 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.

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

Section 18. Independent Contractor. Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Contractor represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, Contractor is not covered by any worker's



compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

Section 19. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 20. Counterparts. 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.

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

CONTRACTOR:

OLSSON, INC.

By:  _____

Its: VICE PRESIDENT _____



EXHIBIT 1

SERVICES AND FEE SCHEDULE



April 20, 2023

Austin Payne

Project Manager - CIP
Town of Castle Rock | Public Works Department
4175 Castleton Ct.
Castle Rock, CO 80109

RE: Proposal for Downtown Pedestrian Lighting

Mr. Payne:

Olsson is pleased to submit this scope of work, fee estimate, and draft project schedule to the Town of Castle Rock (Town) to deliver the Downtown Pedestrian Lighting updates.

We anticipate notice to proceed in early May 2023, after a Design Scoping Meeting with CDOT the last week of April, and this contract wrapping up in December 2023.

If you should have any questions regarding this proposal, I will welcome your call at 303.720.0302 (cell). Thank you again for the opportunity to propose on this project. We look forward to working with the Town.

Kind Regards,

A handwritten signature in black ink that reads "Jessica Burch". The signature is fluid and cursive.

Jessica Burch, PE
Transportation Team Leader
Project Manager

General Project Scope

The Town of Castle Rock is requesting photometric analysis and pedestrian lighting design to improve safety in the downtown area.

Improvements include new pedestrian light poles and foundations, installing pull boxes outside sidewalk/pedestrian paths (when possible), coordination with utility companies for power, Subsurface Utility Engineering (SUE) services, environmental resource review and documentation, and reviewing pedestrian paths/ramps to be ADA-compliant.

The following scope narrative and the attached fee documents describe our approach to the work, and assumes an accelerated CDOT Local Agency Process (combined FIR/FOR submittal) to target a Summer 2023 Advertisement:

Task 100 – Meetings / Project Management

Monthly invoices and progress reports will be provided, and we will continuously monitor the budget and schedule throughout the life of the project. In addition to regular communication via phone and email, the Olsson team will meet with Town staff twice a month to ensure that the project is moving ahead as planned and budgeted by reviewing work completed and detailing work to be completed in the coming month. These meetings will be scheduled to occur in conjunction with the following milestones of the project on an as-needed basis via Microsoft Teams.

The Olsson team will attend the following meetings:

- Town Kick-off Meeting
- CDOT Design Scoping Meeting
- Concept Design Field Review Meeting (in-person)
- CDOT FIR/FOR Meeting

Time for meeting prep, travel to and from, meeting attendance and preparation of meeting minutes is included in the scope of work and fee estimate.

Deliverables:

- Monthly Invoices & Progress Reports
- Preparation for and Attendance of 10 Progress Meetings
- Meeting Agendas
- Meeting Minutes

Task 200 – Public and Stakeholder Involvement

The Town will handle the Public and Stakeholder Outreach for the project, therefore Olsson and the rest of the project team assume no services or fee for this task.

Task 300 – Data Collection (Geospatial Data)

Olsson will conduct field reviews within the project limits to collect data ranging from existing roadway safety observations, general traffic safety concerns, ADA compliance along proposed lighting facility locations, and existing lighting infrastructure details including pole height, luminaire type, structural condition from visual inspections, and illuminance levels. Data will be collected in a GIS database at sub-meter accuracy and will be provided to the Town.

Existing illuminance levels will be collected at a maximum of four (4) intersection locations to aid in the design development for the project. Illuminance levels collected from the field will be analyzed based on the Town of Castle Rock’s photometric criteria identified in the *Downtown Mobility Master Plan* including a uniformity ratio of 4:1 and a minimum average of 4.1 footcandles at intersection and crosswalks, and a minimum average of 2.7 between intersections. Existing illuminance maps will be produced to depict the study location’s compliance with the Town’s photometric criteria and used to optimize proposed improvements. Intersections anticipated to be reviewed are included below for reference.

Existing Illuminance Levels Study Locations:

1. Wilcox Street and Fourth Street (Lighting facilities built out – Conventional Intersection)
2. Perry Street and Third Street (Lighting facilities built out – Roundabout Intersection)
3. Perry Street and Second Street (Proposed lighting facilities)
4. Wilcox Street and Fifth Street (Proposed lighting)

Deliverables:

- Existing Illuminance Maps (Four study locations)
- GIS Database

Task 400 – Environmental and Historical Services

Olsson, with the support of Pinyon, will provide the documents necessary for the CDOT Environmental Clearance.

It is anticipated that this project will obtain a Categorical Exclusion Clearance and Olsson will oversee all documentation to complete Parts B and C of the CDOT Form 128, where necessary. It is anticipated that Olsson and Pinyon will handle all necessary documentation, and CDOT will provide review only, for the following environmental resources:

Resource Evaluations	Assumptions
Air Quality	We assume that this project will be exempt from conformity analysis; therefore, no formal studies will be required. Olsson will document this exemption in a simple Air Quality memorandum.
Noise	Capacity will not be added and there will not be a vertical change in profile of five feet or greater. This is considered a Type III project and a noise assessment is not required. Olsson will document in a simple Noise memorandum.
Hazardous Materials (Hazmat)	Pinyon will conduct a site visit and will complete an Initial Site Assessment (ISA) 881 Form, which will include a database review (one REC database from ERIS will be obtained for each intersection). The focus of the ISA 881 Form will be areas where ground disturbances are anticipated. Pinyon anticipates collecting up to 6 paint samples to evaluate for the presence of lead where painted components may be disturbed (e.g., signal poles).

<p>Biological Resources</p>	<p>Olsson will conduct a desktop review of the project area using aerial photography and Google Street View imagery. A site visit will not be completed given the urban and developed nature of the project areas and the proposed disturbances (photographs will be collected by the hazmat specialist).</p> <p>It is expected there will be no Waters of the U.S., including wetlands, in the study area. As such, no delineation or mapping of the Ordinary High Water Mark will be completed. Lack of occurrence will be documented in a brief Biological Resources Memorandum that will address all biological resources. It is assumed that there is no requirement to consult with the U.S. Army Corps of Engineers or other agencies.</p> <p>Olsson will document the following in the Biological Resources Memorandum: Vegetation and Noxious Weeds, Threatened, Endangered and Sensitive Species, and Migratory Birds. Olsson assumes a determination of <i>no effect</i> to federally listed species.</p>
<p>History</p>	<p>A Pinyon Historian will review the proposed light and electrical work areas and establish an Area of Potential Effects (APE) for the project. Pinyon will complete a file search of the APE, including a search of the COMPASS database maintained by History Colorado. Pinyon will develop an APE in coordination with CDOT and complete one OAHF site form. Pinyon will complete a SHPO consultation letter summarizing the eligibility and effects evaluation. Pinyon will prepare the Historic Section 4(f) notification, as appropriate. Assume one virtual meeting with CDOT. Assume no ROW/easement, and that the work will result in a conclusion of no adverse effect.</p>

The following resources are not included in this scope of work because they are not anticipated, or the design team assumes CDOT will evaluate/clear these resources internally:

Resource	Assumptions
<p>Archaeology</p>	<p>Based on the project description and disturbed nature of the study area, it is assumed that no archaeology resources will be impacted by the project and this conclusion will be documented in the Environmental Summary Memo without further evaluation.</p>
<p>Non-historic Section 4(f)</p>	<p>FHWA Section 4(f) regulations govern the use of land from publicly owned parks; recreation areas; wildlife and waterfowl refuges; and public or private historic sites. It is anticipated that no use of Section 4(f) resources will result from the work.</p>
<p>Section 6(f)</p>	<p>N/A – CDOT to clear internally. No section 6(f) resources are likely to occur within the project area.</p>
<p>Paleontology</p>	<p>N/A – CDOT to clear internally. Based on scope of project, no impacts or evaluations are required.</p>

The above evaluations were made using professional judgement considering the project scope. This may need refinement based on CDOT input at a later date, during the Environmental Scoping meeting.

Olsson will be responsible for the development of a Temporary Erosion & Sediment Control (TESC) plan and report to satisfy the Stormwater Management Plan (SWMP) requirements on the CDOT Form 128.

Task 500 – Survey, SUE, and Utility Coordination

The Olsson team assumes that limited survey and right-of-way (ROW) will be required for the development of the lighting design, and this will be handled by the Olsson survey team. T2 Utility Engineers (T2) will coordinate with Eugene Lynne (a certified DBE firm) to provide survey required for Subsurface Utility Engineering (SUE) services. Olsson survey will provide survey control to T2 and Eugene Lynne to ensure all field information is coordinated.

Our team will perform the SUE services for this project following practices and procedures described in ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”.

T2 will utilize an iterative approach that collects utility record data or as-builts from multiple sources and then perform field investigations in the pursuit of Quality Level B (QL-B) utility depictions, at minimum, for utilities in the project areas shown in Exhibits “A”, “B” and “C”.

The boundaries have been prepared based on team conversations and conversations with the Town. The red outlines have been drawn to match a radius of approximately 20 feet around the proposed location of each proposed pedestrian light, excluding roadway to minimize impacts to the traveling public. Some areas have been extended where multiple pedestrian lights are proposed in close proximity to each other.

Exhibit "A"

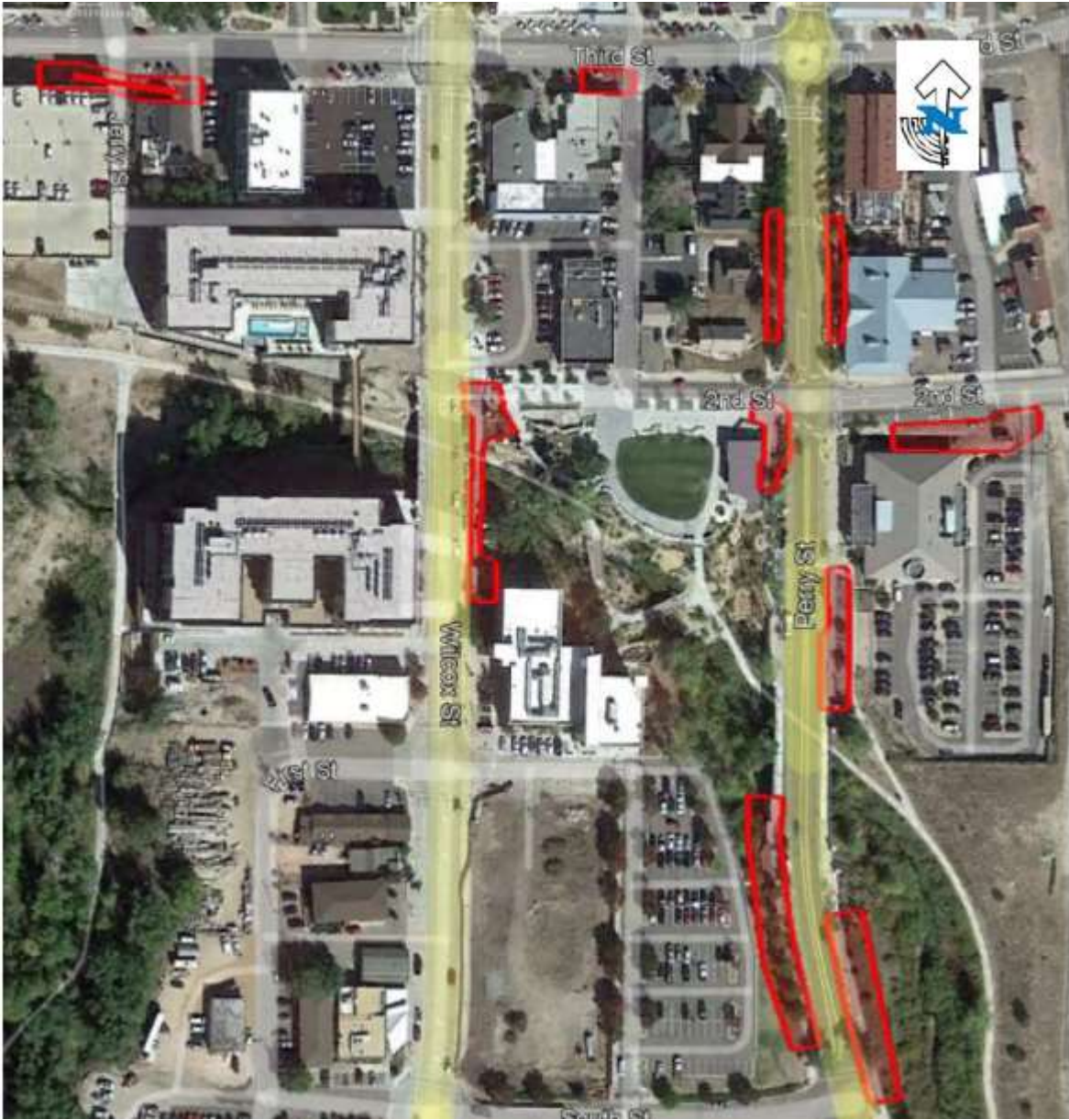


Exhibit "B"



Exhibit "C"



ASCE/UESI/CI 38-22 provides a nationally recognized, standard guideline for the collection and depiction of existing subsurface utility data. The quality level provides a professional opinion of the quality and reliability of the utility information. The four quality levels are as follows:

Quality Level D (QLD): Utility Quality Level D (QLD) information is determined primarily from the review and documentation of existing second-party information, such as utility records, historical project records, permits, verbal accounts, the existence of service, visual indicators, and/or One-Call markings, put into context with any other information the SUE Professional has in their possession during a Utility Investigation.

Quality Level C (QLC): Utility Quality Level C (QLC) information is determined by correlating underground Utility Segments from existing second-party information to observable and measurable visible Utility Features. QLC does not refer to the Utility Feature or portion of the Utility Segment that is visible. It refers to the unobservable portion of the Utility Feature or Utility Segment that connects to visible, typically aboveground or within an accessible vault, surveyed Utility Features.

Quality Level B (QLB): A Utility Quality Level B (QLB) may be assigned to a Utility Segment after the application of appropriate surface geophysical methods to identify the existence and approximate horizontal position of utilities (a Utility's "Designation"), followed by survey and documentation, review of available field and office data, and a final determination of the position for the Utility Segment or Utility Feature on the Deliverables. All aforementioned tasks are performed under the direct responsible charge of the SUE Professional. The largest source of potential error is usually the interpretation of the geophysical findings and results.

Quality Level A (QLA): Quality Level A (QLA) builds on QLB information by confirming the existence, exact locations, and other attributes of subsurface utility through the exposure of the utility using safe excavating practices. QLA data are determined by physically exposing an unobservable utility feature or utility segment (essentially making it observable) and documenting its spatial extent and characteristics with a high degree of accuracy. Conventional accuracies shall be 0.1ft (30mm) vertical and 0.2ft (60 mm) horizontal for the measurements of the outside limits of the utility features or utility segment that is exposed.

QL-A Test Holes will be performed during Final Design in locations to be determined by the project team and Town in an assumed quantity of 20 test holes. It is assumed that all test holes will be conducted by means of air-assisted vacuum excavation equipment to minimize disruption to the varying subgrade in the downtown area, as well as ensure safety of the excavation and the integrity of the utility line to be documented.

Deliverables:

- Survey CAD Base File (dwg format)
- Utility CAD Base File (dwg format)
- Test Hole Data and Survey Information in Summary Report (pdf format)
- SUE Plans (sealed, pdf format)

Task 600 – Concept Design

Based on the available data, Olsson will develop conceptual design plans utilizing GIS aerial data and our prior experience on similar safety and complete street projects.

The concept designs will be for aboveground improvements and will illustrate ideas for all modes of transportation and the variety of street elements that are integral to improving safety including ADA-compliant pedestrian paths/curb ramps, and other traffic control devices. The concept graphics are intended to intuitively communicate the details of the proposed concepts to a wide variety of stakeholders; however they will be based in CAD, allowing efficient transition into final

design. This is often an iterative process and we enjoy listening to and learning from your staff's in-depth knowledge of these locations.

A photometric analysis will be conducted during the conceptual design development to ensure proposed facilities comply with the Town's photometric criteria identified in the *Downtown Mobility Master Plan* including a uniformity ratio of 4:1 and a minimum average of 4.1 footcandles at intersection and crosswalks, and a minimum average of 2.7 between intersections.

Deliverables:

- Concept Design Plans (can be used by Town for outreach)
- Concept Design Estimates

Task 700 – Final Design

Once we have agreed upon the conceptual layouts, Olsson will progress the design to 70-80% (combined FIR/FOR) level plans. This work will include development of the following sheets:

- Title Sheet
- Town and CDOT Standard Plan Lists
- General Notes
- Horizontal Control
- Summary of Approximate Quantities (SAQ)
- Lighting and Electrical Plan Sheets
- Photometric Plan Sheets
- Structural Details
- Pedestrian Facility Details
- Temporary Erosion & Sediment Control Plans (TESC)
- SUE Plans
- Utility Plans
- Construction Phasing Plans
- Tabulation of Traffic Control Items

In addition, the following will be completed:

- Preliminary Utility Tracking Matrix
- Preliminary SUE Summary Report
- Preliminary Drainage Report (as needed)
- Preliminary Geotechnical Report (as needed)
- Updated Construction Cost Estimate (utilizing CDOT cost data)

ROW acquisitions and temporary construction easements (TCEs) are not anticipated for this project, therefore the development of ROW plans is excluded in this scope of work and estimate.

All documents necessary for the FIR/FOR meeting will be prepared and submitted to the Town and CDOT for concurrent review.

Deliverables:

- FIR/FOR Design Plans and Specifications (70-80% Design)
- Preliminary Utility Tracking Matrix
- Preliminary SUE Summary Report
- Preliminary Drainage Report
- Preliminary Geotechnical Report
- Updated Construction Cost Estimate
- Final Plans and Specifications
- Final Utility Tracking Matrix
- Final SUE Summary Report
- Final Drainage Report
- Final Geotechnical Report
- Final Construction Cost Estimate
- Final Utility Plans, Specification and Utility Agreement Letters (as necessary)
- CDOT Clearance Request Letter for ROW and Utilities

Task 800 – Post Design Services

Olsson will provide post design services during the construction of the proposed improvements associated with the project as described below.

- Respond to Shop Drawing/Material Submittals
 - Olsson shall review, evaluate, and respond to any Contractor Shop Drawing/Material submittals. A maximum of four (4) submittal reviews are budgeted.
- Respond to Requests for Information (RFI's), as needed
 - Olsson will review, evaluate, and respond to contractor Requests for Information (RFI's). A maximum of (4) RFI responses are budgeted.

Deliverables:

- Shop Drawing Reviews
- Responses to Requests for Information (RFIs)

Draft Design Schedule

Task	Q1	Q2		Q3			Q4	
	March	April	May	June	July	August	September	October
CDOT Scoping Meeting			■					
Assumed NTP			■					
Kick-off Meeting			■					
Survey			■					
Field Reviews & Data Collection			■					
Conceptual Design			■					
Conceptual Design Review			■					
Public Engagement			■	■				
Concept Design Field Review w/ Town			■					
SUE/Utility Coordination			■ QL-B	■ QL-A				
Environmental Evaluations			■	■				
Preliminary Design (30%)& Final Design (90%)			■	■				
Town of Castle Rock - 30% & 90% Review					■			
Final Plans, Specs, & Estimate (PS&E)					■	■		
CDOT/Town Clearances					■			
Advertisement						■		
Out for Construction							■	

- = Project Milestone
- = Duration of Task
- = Town of Castle Rock Review



Project Name: **Town of Castle Rock - Downtown Pedestrian Lighting**
 Project Number: **023-00727**
 Project Manager: **Jessica Burch**

TASK	Estimated Hours															Total Labor Cost (\$)	Sub-Consultant (\$)	Reimb Expenses (\$)	
	Team Leader	Technical Leader	Senior Engineer	Project Engineer	Associate Engineer	Assistant Engineer	Project Planner	Project Scientist	Associate Scientist	Assistant Scientist	Assistant Technician	Surveyor	2 Person Crew	Admin					
HOURLY RATES Personnel	\$240.00	\$235.00	\$215.00	\$167.00	\$140.00	\$123.00	\$135.00	\$146.00	\$108.00	\$86.00	\$76.00	\$130.00	\$208.00	\$81.00					
	JB/KA/AB/NS	CP	TC	SB/MO	DB/PM	BW/NS/SE	JF	JF	JD/MA	ST	AK			AG/SP					
Task 100 – Meetings / Project Management																			
1	2													1			\$ 561.00	\$ -	
2	6				6									1			\$ 2,361.00	\$ -	
3	3																\$ 720.00	\$ -	
4	10				10												\$ 3,800.00	\$ -	
5	1				1												\$ 380.00	\$ -	
6	1				1												\$ 380.00	\$ -	
7				4	4	4											\$ 1,720.00	\$ -	
Task 100 Total	23	0	0	4	22	4	0	0	0	0	0	0	0	2	0	0	\$ 9,922.00	\$ -	
Task 200 – Public and Stakeholder Involvement																			
Task 200 Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
Task 300 – Data Collection (Geospatial Data)																			
1	2				8		12										\$ 3,220.00	\$ -	
2																	\$ -	\$ -	
					6	6	2										\$ 1,848.00	\$ -	
					6	6	2										\$ 1,848.00	\$ -	
					4	4	2										\$ 1,322.00	\$ -	
					8	8	4										\$ 2,644.00	\$ -	
Task 300 Total	2	0	0	0	32	24	22	0	0	0	0	0	0	0	0	0	\$ 10,882.00	\$ -	
Task 400 – Environmental and Historical Services																			
1	5	0							0	0	0						\$ 1,200.00	\$ 139	
2	3	8							8	4	4						\$ 4,544.00	\$ -	
3	3	8							8	20	4						\$ 6,272.00	\$ -	
4	3	2							4	4	4						\$ 2,550.00	\$ 14,697	
Task 400 Total	14	18	0	0	0	0	0	0	20	28	12	0	0	0	0	0	\$ 14,566.00	\$ 14,836	
Task 500 – Survey, SUE, and Utility Coordination																			
1	2				8												\$ 1,600.00	\$ -	
2	8											16	50				\$ 14,400.00	\$ -	
3																	\$ -	\$ -	
																	\$ -	\$ 50,899	
																	\$ -	\$ 10,000	
4																	\$ -	\$ -	
																	\$ -	\$ 32,110	
																	\$ -	\$ 4,500	
Task 500 Total	10	0	0	0	8	0	0	0	0	0	0	16	50	0	0	0	\$ 16,000.00	\$ 97,509	
Task 600 – Concept Design																			
1	2				16	16											\$ 4,688.00	\$ -	
2	2				10	16											\$ 3,848.00	\$ -	
3	2				10	16											\$ 3,848.00	\$ -	
4	2			2	4	4											\$ 1,866.00	\$ -	
5					4	4											\$ 1,052.00	\$ -	
6	8				8	8											\$ 4,024.00	\$ -	
Task 600 Total	16	0	0	2	52	64	0	0	0	0	0	0	0	0	0	0	\$ 19,326.00	\$ -	
Task 700 – Final Design																			
1	4			4	16	16											\$ 5,836.00	\$ -	
2																	\$ -	\$ -	
				1	1	1											\$ 290.00	\$ -	
				1	1	1											\$ 253.00	\$ -	
	1			1	1	1											\$ 670.00	\$ -	
	2											4					\$ 1,000.00	\$ -	
				2	2	8											\$ 1,598.00	\$ -	
	2			4	8	20											\$ 4,728.00	\$ -	
	2			4	6	10											\$ 3,218.00	\$ -	
				4	4	8											\$ 2,212.00	\$ -	
	2			4	8	16											\$ 4,236.00	\$ -	
				2	4	24											\$ 3,846.00	\$ -	
																	\$ -	\$ 12,931	
						24											\$ 2,952.00	\$ 2,713	
	2			2	4	8											\$ 2,358.00	\$ -	
3	1			2	2	2											\$ 766.00	\$ 5,427	
4				40													\$ 6,680.00	\$ -	
5			6		18				9			8					\$ 5,552.00	\$ 3,450	
6				2	2	2											\$ 860.00	\$ -	
7	4			4	4												\$ 2,188.00	\$ -	
8				4	4	4											\$ 1,052.00	\$ -	
9	4			4	8	20											\$ 5,208.00	\$ -	
10	2			2	2	2											\$ 1,006.00	\$ -	
11	2			2	2	2											\$ 526.00	\$ -	
12	2			2	4	32											\$ 5,310.00	\$ -	
13	4			4	4	10											\$ 3,418.00	\$ -	
14	2			2	2	2											\$ 1,006.00	\$ -	
15	2			2	2	2											\$ 1,340.00	\$ -	
Task 700 Total	36	0	6	86	108	215	0	0	9	0	8	4	0	2	0	0	\$ 68,119.00	\$ 24,521	
Task 800 - Post Design Services																			
1					4												\$ 560.00	\$ -	
2					2												\$ 280.00	\$ -	
3					4	4											\$ 1,052.00	\$ -	
Task 800 Total	0	0	0	0	10	4	0	0	0	0	0	0	0	0	0	0	\$ 1,892.00	\$ -	
PROJECT TOTAL HOURS	101	18	6	92	232	311	22	20	37	12	8	20	50	4	0	0	\$ 140,707.00	\$ 136,866.00	
																	PROJECT SUBTOTAL	\$ 279,778.00	
																	5% CONTINGENCY	\$ 13,989.00	
																	PROJECT TOTAL	\$293,767.00	



EXHIBIT 2

CONTRACTOR'S CERTIFICATION OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2023

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 HUB International Great Plains LLC 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Molly Harmon PHONE (A/C No. Ext): 402.964.5598 FAX (A/C, No): 402.557.6325 E-MAIL ADDRESS: molly.harmon@hubinternational.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : QBE Specialty Insurance</td> <td>11515</td> </tr> <tr> <td>INSURER B : Amerisure Mutual Insurance Company</td> <td>23396</td> </tr> <tr> <td>INSURER C : Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER D : U.S. Specialty Insurance Company</td> <td>29599</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : QBE Specialty Insurance	11515	INSURER B : Amerisure Mutual Insurance Company	23396	INSURER C : Amerisure Insurance Company	19488	INSURER D : U.S. Specialty Insurance Company	29599	INSURER E :		INSURER F :
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INSURER F :															
INSURED Olsson, Inc. 1525 Raleigh Street, Suite 400 303-237-2072 Denver CO 80204	OLSSINC-02														

COVERAGES

CERTIFICATE NUMBER: 1198898520

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
B	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP21194510202	1/1/2023	1/1/2024	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 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA 21194500201	1/1/2023	1/1/2024	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 DED RETENTION \$	Y		CU 21194520102	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 21194530101	1/1/2023	1/1/2024	<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
A D	Professional Liability Claims Made Exec Risk/Fidelity			HUN00059-02 14-MGU-23-A55710	1/1/2023 1/1/2023	1/1/2024 1/1/2024	PL Each Claim/Agg 5,000,000 PL Ded Per Claim 500,000 Limit 5,000,000

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

Carrier AM Best's Ratings A+XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services. General Liability, Auto Liability, and Workers Compensation are underlying policies of the Umbrella Liability.
 Project: 023-00727 Castle Rock CO Downtown Pedestrian Lighting
 Town of Castle Rock, its officers and employees are listed as additional insured on a primary and non-contributory basis with respect to General Liability, Auto Liability and Umbrella Liability as required by written contract. 30 days written notice of cancellation provisions apply as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, JOSH ERRAMOUSPE, an authorized representative of **OLSSON, INC. (“Contractor”)**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

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


- With respect to the Agreement, Contractor represents and warrants that it is its express intention to be employed as an independent contractor of the Town of Castle Rock (the “Town”) for purposes of performing the work or services which are the subject of the Agreement. Contractor understands and confirms that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require Contractor work exclusively for the Town, except that Contractor 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.
- Contractor is not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide Contractor 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 issues checks payable to Contractor, a party to the Agreement; and the Town does not combine their business operations in any way with the Contractor’s business, but instead maintains such operations as separate and distinct.



- Contractor understand 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 contractor relationship with the Town.
- **CONTRACTOR UNDERSTANDS THAT NEITHER THE CONTRACTOR NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OF THE TOWN.**
- **CONTRACTOR UNDERSTANDS THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONTRACTOR:

OLSSON, INC.

By: 
 Name JOSH ERRAMOUSPE

STATE OF COLORADO)
) ss.
 COUNTY OF DENVER)

The foregoing instrument as acknowledged before me this 12th day of JUNE, 2023 by JOSH ERRAMOUSPE as VICE PRESIDENT of the above mentioned Contractor.

Witness my official hand and seal.

My commission expires: July 20, 2024


 Notary Public

