

RESOLUTION NO. 2018- 030

A RESOLUTION APPROVING THE TOWN OF CASTLE ROCK SERVICES AGREEMENT WITH KIMLEY-HORN ASSOCIATES, INC. FOR THE PLUM CREEK PARKWAY WIDENING AND PLUM CREEK PARKWAY/GILBERT STREET ROUNDABOUT PROJECT DESIGN

WHEREAS, the Town and Kimley-Horn Associates, Inc. (“Kimley-Horn”) have agreed to the terms and conditions by which Kimley-Horn will undertake the design of the Plum Creek Parkway Widening and Plum Creek Parkway/Gilbert Street Roundabout Project (“Project”) and oversee the right of way acquisition for the Project.

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

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

Section 2. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligation under the Agreement, the Town Council authorizes the expenditure and payment from the 2018 appropriation accounts 135-3175-431.77-05 and 135-3175-431.78-82, in an amount not to exceed \$ \$480,515 (inclusive of a Town-managed contingency of \$35,000), unless authorized in writing by the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this 3rd day of April, 2018 by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of ____ for and ____ against.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jennifer Green, Mayor

Approved as to form:

Approved as to content:

Robert J. Slentz, Town Attorney

Robert Goebel, P.E., Director of Public Works

**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Plum Creek Parkway Widening/Roundabout Project Design)**

DATE: _____, 2018.

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

North Carolina *PKS*

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

RECITALS:

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

TERMS:

Section 1. Scope of Services. Consultant shall provide engineering design services for the Plum Creek Parkway Widening and Plum Creek Parkway/Gilbert Street Roundabout Project and oversee the right of way acquisition necessary for the project, in accordance with the Scope of Services attached as *Exhibit 1* ("Services").

Section 2. Payment. Consultant shall invoice Town for the Services rendered on a monthly basis in accordance with the rate and fee schedule attached as *Exhibit 1*. Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$445,515, unless authorized in writing by Town.

Section 3. Completion. Consultant shall commence the Services upon execution of this Agreement and complete the Services by December 31, 2019. Consultant shall devote adequate resources to assure timely completion of the Services. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant. In addition, this Agreement will terminate December 31, 2018 in the event funds to support payment under this Agreement are not appropriated for calendar year 2019. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Consultant shall turn over all work product produced up to the date of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation and Professional Liability insurance, if applicable, shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The

additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jennifer Green, Mayor

Approved as to form:

Approved as to content:

Robert J. Slentz, Town Attorney

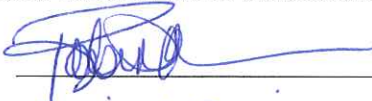
Robert Goebel, Director of Public Works

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Its: _____


Regional Business Manager

KHAMT
39

RFP No. PW2018.03

Consulting Engineering Services for

Plum Creek Parkway Widening and Plum Creek Parkway/Gilbert Street Roundabout

Project Understanding

Plum Creek Pkwy from Gilbert Street to Ridge Road is being widened from its existing 2-lane section to its 4-lane ultimate configuration to improve traffic congestion on the corridor. Additionally, construction of a roundabout at the intersection of Plum Creek Pkwy and Gilbert Street is proposed to improve operations of the intersection. The design is to be completed in 2018 with two separate construction plan packages: Phase 1 is planned for construction in 2019 and will consist of the Gilbert Street roundabout and widening of Plum Creek Parkway from the roundabout to Eaton Street. A temporary transition taper will be designed to match the existing two-lane section east of Eaton Street. Future Phase 2 construction will complete the widening of Plum Creek Parkway from Eaton Street to the Ridge Road roundabout.

Scope of Services

Task 1: Scoping and Data Collection Phase

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

- Conduct a kick-off meeting with the Town to review project scope, objectives, and schedule.
- Review the South East Arterial Connection Road (SEACR) construction plans, drainage report, and other readily available existing studies and reports provided by the Town. We will also review adjacent development traffic impact studies, the Town's drainage master plans, and the Town's recently updated Transportation Master Plan.
- Conduct a site visit and compile a photo log to review the existing site conditions.

Geotechnical Investigation

Kumar & Associates will conduct a soils investigation and pavement recommendations for the proposed widening to consist of the following services:

1. Drill 35 exploratory borings along the proposed roadway alignment, including borings at each of the four anticipated culvert locations and at one anticipated retaining wall section, as well as for a detention pond at the west extent of the project area. The borings will be drilled to depths of 5 to 10 feet for the pavement, and 15 to 20 feet for the culverts. Drilling and sampling will be done according to the Town of Castle Rock Transportation Design Criteria Manual. The final depth of the borings will be determined in the field as drilling progresses and as the subsurface profile becomes evident. The borings will be made to obtain information on the subsurface profile, to obtain samples for laboratory testing, and to estimate the ground-water level and depth to bedrock, if encountered within the drilled depth.
2. Coordinate with the Utility Notification Center of Colorado to locate buried utilities prior to drilling. Utilities cleared through this service will not include privately owned on-site utility lines. The property owner should review the proposed boring locations once they are staked in the field and verify that borings are clear of privately-owned underground utilities.
3. Obtain a Right-of-Way Use Permit from the Town of Castle Rock prior to starting drilling operations.

4. Conduct a laboratory testing program on selected samples obtained from the borings to determine the following as appropriate for the soil types encountered:
 - Moisture content
 - Density of undisturbed fine-grained samples
 - Gradation characteristics of coarse-grained samples
 - Consolidation and/or swell potential (of fine-grained soil samples)
 - Atterberg limits
 - Water soluble sulfates
 - R-value/CBR
5. Analyze the data obtained from the field and laboratory portions of the study to provide engineering recommendations for the following:
 - Confirmation of the suitability of the existing pavement section based on the subgrade support characteristics and the most currently available traffic volume estimates.
 - New pavement section thickness based on the Town of Castle Rock Transportation Design Criteria Manual and AASHTO 1993 design methodology.
 - Subgrade preparation measures including stabilization requirements of soft/saturated areas if applicable.
 - Mitigation of sulfate attack on concrete if applicable.
 - Foundation type or types, depths, and allowable bearing pressures.
 - Lateral earth pressures for box culverts.
 - Wall backfill soil type and degree of compaction.
 - Foundation construction criteria.
6. Prepare a report summarizing the site exploration data and laboratory test results and providing our conclusions and recommendations. The field work and report preparation will be supervised by a registered professional engineer.

Survey and Right-of-Way Base Mapping

Kimley-Horn will subconsult with Aztec Consultants to perform a topographical survey of the project limits. The proposed survey limits are shown below in red.



This survey task will include:

1. Control Survey
 - Aztec will establish permanent project specific inter-visible control points at a maximum spacing of 500' along the project corridor based on NGS/Douglas County GIS control points. Control points will be tied to all nearby recovered section corners and quarter section corners along the corridor that are within 500 feet of the project.
 - Run Digital Level control loop through all control points from a published NGS Benchmark.
 - Coordinates will be Colorado State Plane Central Zone modified to ground. Vertical Datum will be NAVD88.
 - Prepare a survey control diagram with point tabulation containing horizontal coordinates, elevations, monument descriptions, datums used, benchmark statement and conversion factors.
2. Topographic Survey
 - Field survey to locate all improvements, ground features, buildings and utilities within the survey limits.
 - As-built survey of existing sanitary manholes and inverts noting size of pipe.
 - As-built survey of existing drainage structures, manholes, culverts and inverts noting size and type of pipe.
 - Survey individual trees greater than 4" in diameter and note size and type (deciduous or coniferous).
 - Field survey to locate the utility markings and add the utilities data to the AutoCAD base map.
 - Provide a topographic base map in AutoCAD Civil 3D format containing points, planimetrics, utilities, 1' contours and DTM.
3. Underground Utility Locating
 - Contract with a utility locating company to have the underground utilities marked within the mapping limits. All known utilities that are capable of "Electronic Designation" will be located. Utilities must have a "Traceable" line in order to be deemed "Locatable". Any utilities without a "Traceable" line cannot be located.
 - The utility locates will not extend into residential lots adjacent to the ROW's.
4. ROW/Ownership Map
 - Research Douglas County records to obtain subdivision plats, Land Survey Plats and deeds relevant to the site.
 - Field survey to locate section corners, property corners and range points controlling the Right-of-Way lines and adjoining parcel boundaries.
 - Resolve any discrepancies between field measured data and record data.
 - Prepare a ROW/Ownership base map in AutoCAD Civil 3D format containing ROW lines, adjoining parcel boundaries, parcel numbers, owner name and address and recovered monumentation.
 - This scope of services does not include obtaining title commitments on parcels adjacent to the project corridor to identify and plot easements of record. Only platted easements will be shown.
5. Potholing Field Staking
 - Survey and record location and elevation of proposed pothole locations to consist of up to 68 potholes.

Utility Potholing - Kimley-Horn will subconsult for utility potholing services to confirm the location and depth of existing utilities that may conflict with significant areas of cut/fill, roadside drainage ditches, and

proposed storm sewer and utilities. For budgeting purposes, we have assumed up to 68 potholes at \$400/pothole within this scope and assumed traffic control is not required. We will bill for the actual cost for the number of potholes performed.

Kimley-Horn will prepare the project base map with survey data provided by Aztec Consultants.

At the conclusion of the data collection phase, the Kimley-Horn team will evaluate the data collected to identify issues or constraints that may affect the project cost and schedule. We will also review the SEACR plans and provide recommendations for modifications to the existing construction if needed.

Task 1 Deliverables:

- Geotechnical Report and Recommendations
- ROW and Topographic Survey Base Map
- Utility Pothole Log
- Existing Conditions Photo Log
- Project Basemap

Task 2: Conceptual Design Phase

At the start of the conceptual design phase, Kimley-Horn will conduct a pre-design meeting with Town staff to review project design options and the information collected in the data-collection phase.

Kimley-Horn will perform an analysis of the proposed roundabout for the Plum Creek Pkwy and Gilbert intersection to determine the effectiveness of a roundabout versus a traditional signal-controlled intersection with turn lane improvements.

Kimley-Horn will assess the alternatives for the following measure of effectiveness:

- Operational capacity for current and 2040 traffic volumes
- Conceptual Cost/Benefit summary
- Pedestrian and bicycle safety and accommodations
- Impacts to adjacent properties
- Right-of-way impacts and acquisition needs
- Construction phasing and impacts to traffic during construction

Upon confirmation of the preferred intersection control option, Kimley-Horn will develop 30% conceptual designs and opinion of probable construction costs for the roundabout (assumed option for scope) and widening of Plum Creek Pkwy. The conceptual layouts will be sufficient for analyzing the treatment of the intersection, lane geometry, truck turning movements, and pedestrian and bicycle movements, and for identifying possible funding needs.

Traffic Analysis Report

In addition to the roundabout analysis for Plum Creek Parkway and Gilbert St, Kimley-Horn will conduct an analysis for right turn lanes at Valley Drive/Apartment access, Eaton Street, and Oakcrest Cir. We have assumed that traffic volumes will be provided by the Town from the Town's Transportation Master Plan. However, turning movement counts can be provided as an additional service.

Conceptual Drainage Analysis

During the conceptual design phase Kimley-Horn will engage with Town staff, especially including the Stormwater Division, to review the early effort findings and obtain direction for any design decisions needed. As well as discuss any operations and maintenance concerns to-date which will be used to inform preliminary design.

We understand that this project resides in the Sellars Gulch basin, within contributing flows to Unnamed Tributary No. 2. Off-site flows are conveyed in roadside ditches, while the developed flows from the

roadway are captured in inlets and piped to the detention ponds to treat for water quality and meet EURV detention criteria.

Kimley-Horn will review the available drainage reports for the area, and conduct a hydraulic analysis of the proposed improvements to confirm improvements needed to the existing drainage system. The results of this review will be summarized in a memorandum of drainage for submittal to the Town. We understand that the proposed storm sewer improvements are well defined in Table 8 of the SEACR Drainage Report and within the Plans. Those will be confirmed with this conceptual analysis. For the purposes of this scope, we have assumed that storm sewer improvements will consist of new inlets on the expanded road section, a new manhole and various 18"-24" lateral storm sewer to connect to the existing stubs. We have assumed, from reviewing the SEACR report, that the existing drainage system has capacity for the increased project runoff and have not included fees to design improvements to the mainline drainage system.

Kimley-Horn will evaluate the proposed improvement's impact to the existing "West" and "East" detention and water quality ponds facilitates, located just west of Eaton Street along Plum Creek Parkway, and make recommendations for adjustments to these ponds if required. We have assumed, based on the SEACR report, that the existing ponds have capacity for the additional runoff and that designs will be confirmation of the existing design, we well as any minor modifications to address any operations and maintenance concerns.

Conceptual Design Report

Kimley-Horn will summarize the evaluation in a Conceptual Design Report to help the Town present the selected project configuration to Town representatives. We anticipate one review meeting to discuss the Report, and any changes will be included in subsequent tasks.

Task 2 Deliverables:

- Traffic Analysis Report
- Conceptual Drainage Evaluation
- Conceptual Design Report including Intersection/Roundabout Evaluation
- Conceptual Opinion of Probable Construction Cost (OPCC)

Task 3: Preliminary Design Phase

Kimley-Horn will prepare preliminary plans for the proposed Plum Creek improvements as follows.

Preliminary Roadway and Intersection Design

For the preliminary design, we have assumed that the intersection design for Plum Creek Pkwy and Gilbert Street will consist of a roundabout. Kimley-Horn will prepare the preliminary design for submittal to the Town to consist of the following:

- Preliminary intersection plan and profiles for widening Plum Creek Pkwy to provide two eastbound lanes from Ridge Road to Gilbert Street
- Roundabout design for the intersection of Plum Creek Pkwy and Gilbert Street
- Roundabout modifications for the intersection of Plum Creek Pkwy and Ridge Road.
- ADA ramps and curb return designs for the intersections of Valley Drive, Oakcrest Cir, Live Oak Rd, and Eaton Street.
- Horizontal layout for paving plans for the reconstruction of the existing 2-lanes section of Plum Creek Pkwy from Gilbert Street to Eaton Street.

Based on our review of the SEACR construction plans, Kimley-Horn will design up to 500 linear feet of retaining wall for the south side of Plum Creek Pkwy from Sta 20+00 to 25+00.

We understand that the Plum Creek Parkway and Ridge Road roundabout was designed to accommodate the Plum Creek Parkway widening, and that modifications will consist of adjustments to the Plum Creek Parkway west leg splitter island and removal/replacement of the truck apron to provide two circulating lanes from the eastbound approach to westbound Ridge Road. Modifications to Ridge Road are assumed to consist of signage and striping only to accommodate the new configuration.

Preliminary Phasing Design

Kimley-Horn will prepare designs for the roadway transition between Phase 1 and Phase 2 construction. Phase 1 plans will provide a lane taper from the proposed 4-lane roadway section of Plum Creek Parkway to the existing two-lane at Eaton Street. Phase 2 construction will remove the temporary improvements to complete the widening to 4-lanes. Phase 1 asphalt tapers will be design for full-width lanes to limit the amount of asphalt removal required during Phase 2 construction.

Preliminary Drainage Design

Kimley-Horn will build on the Town feedback from the conceptual evaluation efforts to develop preliminary drainage plans and prepare the preliminary drainage report. The design will include replacement of the existing 60" RCP from the intersection of Gilbert Street to Sellars Gulch. The Town's 2015 GESC and DESC Manual will be used to generate the appropriate Stormwater Management Plans needed for this project.

Utility Investigations and Coordination

Kimley-Horn will evaluate the potential impacts to existing utilities for utility conflicts and possible relocations. We will coordinate with the Town and private utility owners to review potential conflicts. We have assumed that utility coordination will occur through the Town's standard utility meetings. We have also assumed that utility relocations, if needed, will be designed by the utility companies and have not included fees to design utility relocations; however, we can provide these additional services upon request.

The Utility plans will also provide locations for proposed streetlights to be installed by IREA. Spacing will be per the Town's standards. Kimley-Horn will coordinate with IREA to determine proposed conduit locations to be shown on the plans. Conduits will also be shown for future irrigation and electrical lines to the roundabout island, with landscaping to be designed by others.

Right-of-Way Plans and Legal Descriptions

Kimley-Horn will subconsult with Aztec Consultant for preparation of right-of-way plans and legal descriptions for up to six (6) parcels. Services consist of the following:

1. Appraisal Staking Per Parcel
 - Stake proposed acquisition and easement parcels with hub and lath for a visual inspection of each parcel by authorities.
 - Stakes will be set at all corners and angle points and on line as necessary to have at least three stakes visible from any point on line.
 - Mark COGO point numbers on all stakes as depicted on the ROW Land Survey Plat.
2. Legal Descriptions (Each)
 - Prepare a legal description and exhibit signed and sealed by a Colorado Licensed Professional Land Surveyor for use in dedicating easements and/or ROW.
 - Provide 2 signed and sealed original prints and 1 pdf scan of the final legal descriptions.
3. Title Commitment Review (Each)
 - Review a current title commitment for parcels adjoining the project to identify and plot existing easements. These are for parcels being considered for ROW or easement acquisitions.
4. ROW Land Survey Plat
 - This assumes CDOT ROW plans are not required for this project.

- Prepare and deposit a Land Survey Plat in the County Records for all parcels being acquired for Right-of-Way purposes.
- Set ROW monuments after construction is complete.

Preliminary PS&E Submittal

Kimley-Horn will prepare preliminary construction plans for the Town's review to consist of:

- Roundabout Plan and Profiles
- Roadway Plan and Profiles
- Intersection Plan
- Paving Plan
- Removal and Reset Plan
- Storm Sewer Plan and Profile

After the preliminary construction plans are completed, Kimley-Horn will prepare a preliminary quantity estimate and OPCC for the Phase 1 and Phase 2 construction.

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

Following review by the Town, Kimley-Horn will attend a preliminary review meeting to review the plan comments and report comments. Comments will be addressed during the Final Design Phase.

Task 3 Deliverables:

- Preliminary Roadway, Storm Sewer, and GESC Construction Plans
- Preliminary Drainage Report
- Preliminary OPCC for Phase 1 and Phase 2
- Right-of-Way Plans
- Legal Descriptions with Exhibits (up to 6)

Task 4: Final Design Phase

Following the preliminary plan review, Kimley-Horn will prepare final construction plans for the proposed improvements. The final plans will address the preliminary comments generated from the design review and will include the remaining construction plan sheets not included in the preliminary submittal. This area is not located within a FEMA Floodplain, therefore coordination with FEMA is not anticipated. Constructed and natural wetlands may exist in the West and East detention ponds, but no alterations to the ponds are planned at this time and coordination with the USACE is not anticipated.

Two separate construction plan packages will be prepared for Phase 1 and Phase 2. The final construction plans will consist of the following:

- Title Sheet
- General Notes
- Typical Sections
- Summary of Approximate Quantities
- Horizontal Control Plan
- Right-of-Way Plans
- Removal and Reset Plan
- Paving Plan
- Roadway Plan and Profile
- Roundabout Detail Plans
- Sidewalk and Pedestrian Ramp Spot Details

- Signage and Striping Plan
- Utility Plans
- Storm Sewer Improvement Plans
- Grading and Stormwater Management Plans (GESD)
- Retaining Wall Plan and Profile Plans
- Retaining Wall Details
- Traffic Control/Construction Phasing Plan
- Roadway Cross-Sections (at 50-foot intervals)

In addition, the plan submittal will include the following:

- Final Drainage Report
- Final Specifications and Contract Documents (Phase 1 and Phase 2)
- Final Opinion of Probable Construction Cost (Phase 1 and Phase 2)
- Bid Schedule (Phase 1 and Phase 2)

Kimley-Horn will attend a 90% Review meeting to review the plan comments. Comments received during the meeting will be addressed and a final signed PS&E Package will be provided to the Town.

Task 4 Deliverables:

- Final Construction Plan Set
- Final Project Technical Specifications and Contract Documents
- Final Drainage Report
- Final ROW Plans
- Final Opinion of Probable Construction Costs

Task 5: Bidding and Construction Phase Services

Kimley-Horn will provide limited bidding and construction phase services to the Town for this project. Kimley-Horn will support the Town with by attending the pre-bid meeting and answering contractor questions during the bid. Kimley-Horn will review contractor shop drawings and providing clarification of our documents as requested by the Town during the construction phase of the project.

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

For budgeting purposes, we have included up to 40 hours for bidding and construction phase services. Should additional services or effort be requested by the Town beyond the stated limit, Kimley-Horn can provide these for an additional fee.

Task 6: Project Management, Meetings & Coordination

Kimley-Horn will coordinate with the Town, key stakeholders, the project team, and subconsultants. This task is intended to capture the effort for the meetings, conference calls, and coordination necessary for this project, with the assumed meetings detailed below. Kimley-Horn will prepare meeting minutes, schedule updates, and monthly progress status reports as part of this task.

Task 6 Assumptions:

- Attend up to three (3) review meetings with the Town to include a concept review meeting, a preliminary design review meeting, and a final design review meeting.
- Attend up to ten (10) additional progress meetings with the Town or other stakeholders.

Task 6 Deliverables:

- Design Review Comment Resolution Log
- Meeting Minutes
- Project Schedule updates
- Monthly Progress Reports

Task 7: Public Outreach

Kimley-Horn will assist the Town with public outreach during the design phase of the project, consisting of the up to three public open houses. We will prepare a total of up to 4 exhibits (24"x36" presentation boards) for use at the public meetings. We have assumed that the Town will secure the meeting facility, prepare mailings, and advertise for the public meeting. We have also assumed that individual stakeholder meetings are not required. We have included the preparation of one still image photo rendering. Video simulations are not included, but can be provided as an additional service upon request.

Task 8: Land Acquisition Services Task

Kimley-Horn will subconsult with Western States Land Services to assist the Town with property acquisitions for up to six affected parcels. These services consist of the following tasks:

1. Meetings and General Coordination/Research

General coordination as required, including required meetings, meetings with other elements of Town staff, consulting attorney, project surveyor and consulting engineer.

2. Preparation of Documentation

Incorporating legal descriptions, title work and appraisals/value findings we will prepare documentation, including offer letters and contracts for the proposed acquisitions based on a voluntary approach. We will consider property values to estimate the easement value and advise the Town if a third party appraisal is necessary. Western States proposes to use David Kilty, MAI, as a contract appraiser should those services be necessary. As stated below, if voluntary negotiations are not successful, we will use of the statutory acquisition process, which meets the requirements for condemnation proceedings should they become necessary.

3. Negotiations

Using the documentation referenced above, we will present the Town's offer and negotiate in good faith with the subject property owners. The initial offer is planned to be on a voluntary basis. If negotiations are successful, then we will proceed towards closing. If, however, the initial negotiations are problematic and we cannot reach an agreement with the property owner by that time, then we will proceed to follow statutory negotiations, including a Notice of Intent and Formal Offer which would allow the Town to proceed with condemnation if necessary. If practical, we will suggest the property owner consider a possession and use agreement to allow construction to proceed while negotiations are continued. Standard negotiation procedures, including logs will be adhered to

4. Close Acquisitions

Provided that negotiations are successful, we will work with the Town staff and Title Company in order to obtain clear title, obtain Town's approval of the executed contract/easements and effect exchanges of agreed-upon consideration with the necessary documentation. As part of our services, Western States will assist the title company where necessary to obtaining subordination releases from financial encumbrances on the property if any are required. Once acquisitions are complete a transmittal packet will be prepared of all necessary documentation and articles involved with each acquisition and in a form for submission to the Town of Castle Rock.

5. Condemnation

In the event voluntary negotiations are not successful and we reach impasse in our efforts to reach an agreement relative to the purchase and sale of the necessary property rights on the subject properties, Western States will provide to the Town a complete file history of all negotiations and documentation. Should the Town have an ordinance in place that allows for condemnation we will submit our files and

the principal negotiator will be available to testify as to good faith negotiations relative to any possession hearings that may be necessary. Certain time and expenses involved with the statutory/condemnation process are above and beyond the cost estimate included herein.

Please note the above scope and associated fee estimates involved are based on typical services and timeframes associated with acquisitions. This also assume voluntary acquisition only, and in the event condemnation proceedings are necessary, or negotiations are prolonged due to difficulties with the property owner, then the costs associated with that additional time would need to be added.

Additional Services

Additional services that have not been included in the proposed fees, but can be provided upon request include:

- Video inspections of existing storm drainage pipes
- Landscaping and irrigation design
- Environmental reviews and permitting
- We have assumed horizontal layout only for reconstruction of existing Plum Creek Pkwy from Gilbert to Eaton. No vertical design or modifications to existing storm drainage has been included for the existing pavement
- CDOT style tabulation plan sheets
- Utility relocation design
- Trail design for Seller Gulch and Seller Tributary Gulch
- Full-time construction phase services support

Fee

Kimley-Horn will provide the services described within the Scope of Services on a Time and Expense basis with a fee as itemized on the following pages.

Direct reimbursable expenses as required for the project such as plan reproduction for deliverables and mileage will be billed at cost. An estimated fee for reimbursable expenses has been provided. If encountered with the project we have assumed all permitting, application, and similar project fees will be paid directly by the Town.

Item	Task	Kimley-Horn and Associates, Inc.											TOTALS
		Project Principal	Senior Prof. III	Senior Prof. I	Professional	Analyst II	Analyst I	Senior Admin.	Subconsult.				
		\$ 215.00	\$ 190.00	\$ 155.00	\$ 135.00	\$ 110.00	\$ 100.00	\$ 100.00					
		49	277	96	619	450	632	34					
	Estimated Total by Firm											\$165,905.00	
Task 1	Scoping and Data Collection Phase												
1.1	Project Startup and Kickoff Meeting	2	4	2	2			4			14.0		
1.2	Review Available SEACR Plans, Traffic/Drainage Studies and Master Plans	2	8	8	8						26.0		
1.3	Project Site Visit, Existing Conditions Assessment, and Photo Log		3	4	4						11.0		
1.4	Geotechnical Investigation and Pavement Design Report (Kumar)		4	4	4			1	16,555		13.0		
1.5	Existing Pavement Condition Evaluation (Kumar)								1,900		-		
1.6	Survey and Right-of-Way Mapping (Aztec)								-		-		
	Control Survey								4,200		-		
	Topographic Survey								21,600		-		
	Horizontal Utility Locates								8,950		-		
	ROW/Ownership Map										-		
	Pothole Field Staking								8,500		-		
1.7	Utility Pot-holing (assumes up to 68 potholes at \$400/lea without traffic control)		1			8		1	3,400		-		
1.8	Prepare Project Base Map				2	6			27,200		27,210.0		
	Task Subtotal Hours	4	20	18	20	14	-	6			8.0		
	Task Subtotal Fee	\$ 860.00	\$ 3,800.00	\$ 2,790.00	\$ 2,700.00	\$ 1,540.00	\$ -	\$ 600.00	\$ 92,305.00	\$	27,282.0		
Task 2	Conceptual Design Phase												
2.1	Roundabout and Intersection Traffic Analysis Report	10	4		24		8				46.0		
2.2	Conceptual Design of Roundabout and Roadway Widening	2	8	10	60		12				92.0		
2.3	Roundabout Evaluation and Conceptual OPCC		4		8		8				20.0		
2.4	Conceptual Drainage Analysis and Schematic		8			24					32.0		
2.5	Conceptual Design Report	2	10		12						24.0		
2.6	Conceptual Cost Estimate		4			8					12.0		
	Task Subtotal Hours	14	38	10	104	32	28	-			214.0		
	Task Subtotal Fee	\$ 3,010.00	\$ 7,220.00	\$ 1,550.00	\$ 14,040.00	\$ 3,520.00	\$ 2,800.00	\$ -	\$ -	\$	32,140.00		
Task 3	Preliminary Design Phase												
3.1	Preliminary Roadway Design	4	6		100	40	20				170.0		
3.2	Preliminary Roundabout Design		4	20	80		20				124.0		
3.3	Preliminary Phasing Design		2		10	20					32.0		
3.4	Conduct Hydraulic Analysis and Sizing for Drainage Structures/Modifications		8				32				40.0		
3.5	Preliminary Drainage Report		4			20	40				64.0		
3.7	Preliminary Drainage Design		4			20					64.0		
3.8	Retaining Wall Design (assumes up to 500 linear ft.)	6	12		24	16					58.0		
3.9	Utility Investigations and Coordination				8						34.0		
3.10	Right-of-Way Plans and Legal Descriptions (Aztec)		2				24				-		
	Appraisal Staking (up to 6 parcels)				1				4,800		1.0		
	Legal Descriptions (up to 6 parcels)				4				4,800		4.0		
	Title Commitment Review (up to 8 parcels)								3,600		-		
	ROW Land Survey Plat		2		4				2,800		6.0		
3.11	Preliminary Quantities and Opinion of Probable Construction Cost		1		6		16				23.0		
3.12	Preliminary PS&E Package		2		4		4	2			12.0		
	Task Subtotal Hours	10	47	20	241	116	196	2			632.0		
	Task Subtotal Fee	\$ 2,150.00	\$ 8,930.00	\$ 3,100.00	\$ 32,535.00	\$ 12,760.00	\$ 19,600.00	\$ 200.00	\$ 16,000.00	\$	95,275.00		
Task 4	Final Design Phase												
4.1	Final Roadway Design	2	6	16	40	48	16				128.0		
4.2	Final Drainage and Water Quality Design		12			12	30				54.0		
4.3	Prepare GESC Plans and Report		4			8	20				32.0		
4.4	Prepare Final Drainage Report		4			4	16	2			26.0		
4.5	Prepare Construction Plans										-		
	Title Sheet		1		2		4				7.0		
	General Notes				2		4				6.0		
	Typical Sections		1		2	8	12				23.0		
	Summary of Approximate Quantities				1		8				9.0		
	Geometric Layout Sheet				1		10				11.0		

Kimley-Horn and Associates, Inc.										
Item	Task	Project Principal	Senior Prof. III	Senior Prof. I	Professional	Analyst II	Analyst I	Senior Admin.	Subconsult.	TOTALS
	Removal and Reset Plans				2	4	20			28.0
	Roadway Plan and Profile		4		20	16	40			80.0
	Roundabout Detail Plan		2	10	20	40				72.0
	Paving Plan				4		16			20.0
	Intersection Plans with Ramp Details				2	8	2			28.0
	Retaining Wall Plans (up to 500' LF)		6		20	24	16			66.0
	Storm Sewer Plans		6			8	24			38.0
	Grading and Erosion Control Plans					4	8			12.0
	Signage and Striping Plans				8		20			28.0
	Utility Plans		1		4	10	20			35.0
	Construction Phasing and Traffic Control Plans		2		16	12	40			70.0
	Roadway Cross Sections				2		16			18.0
4.6	Final Technical Specifications and Contract Documents		4		16		8			28.0
4.7	Final Quantities and Opinion of Probable Construction Cost		1		4		16			21.0
4.8	Prepare 90% PS&E Submittal Packages		1		2		8	2		13.0
4.9	Address Comments and Prepare Final 100% PS&E Package	1	4		20	20	40			85.0
	Task Subtotal Hours	3	59	26	188	246	408	4		934.0
	Task Subtotal Fee	\$ 645.00	\$ 11,210.00	\$ 4,030.00	\$ 25,380.00	\$ 27,060.00	\$ 40,800.00	\$ 400.00	\$ -	\$ 109,525.00
Task 5	Bidding & Construction Phase Services									
5.1	Attend Pre-Bid Meeting and Respond to Contractor Questions		2	8	8					18.0
5.2	Review Contractor Shop Drawings for Conformance with Contract Documents		2	4	4	10		2		22.0
	Task Subtotal Hours		4	12	12	10	-	2		40.0
	Task Subtotal Fee	\$ -	\$ 760.00	\$ 1,860.00	\$ 1,620.00	\$ 1,100.00	\$ -	\$ 200.00	\$ -	\$ 5,540.00
Task 6	Project Management, Meetings and Coordination									
6.1	Project Coordination, Scheduling and Monthly Progress Reports	4	48		20			10		82.0
6.2	Design Submittal Review Meetings (assumes up to 3)	2	9		12					23.0
6.3	Progress Meetings (assumes up to 10 meetings)	4	30	4	16					54.0
	Task Subtotal Hours	10	87	4	48	-	-	10		159.0
	Task Subtotal Fee	\$ 2,150.00	\$ 16,530.00	\$ 620.00	\$ 6,480.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 26,780.00
Task 7	Public Outreach									
7.1	Conduct Public Open House (assumes up to 3 meeting with up to 4 exhibits)	8	12	6	6	32		6		70.0
	Task Subtotal Hours	8	12	6	6	32		6		70.0
	Task Subtotal Fee	\$ 1,720.00	\$ 2,280.00	\$ 930.00	\$ 810.00	\$ 3,520.00	\$ -	\$ 600.00	\$ -	\$ 9,860.00
Task 8	Land Acquisition Services (Western States)									
8.1	Acquisition Services (for up to 6 parcels)		8					4		16,800.00
8.2	Title Reports (up to 6 at \$550/ea)		2							3,300.00
8.3	Narrative Appraisals (6 at \$6,000/each)									36,000.00
8.4	Western States Expenses									1,500.00
	Task Subtotal Hours		10.0	-	-	-	-	4.0		14.0
	Task Subtotal Fee	\$ -	\$ 1,900.00	\$ -	\$ -	\$ -	\$ -	\$ 400.00	\$ 57,600.00	\$ 59,900.00
	Total Labor Fee with Subconsultants									\$ 443,616.00
	Reimbursable Expenses									\$ 1,900.00
	Total Proposed Fee									\$ 445,515.00