

RESOLUTION NO. 2021-094

A RESOLUTION APPROVING A SERVICE AGREEMENT WITH CORE CONSULTANTS FOR DESIGN SERVICES ASSOCIATED WITH THE RELOCATION OF DAWSON RIDGE BOULEVARD AND THE WEST FRONTAGE ROAD

WHEREAS, the Town of Castle Rock, Colorado (the “Town”) has solicited proposals for design services for the relocation of Dawson Ridge Boulevard and the West Frontage Road in the vicinity of the proposed Crystal Valley Parkway/Interstate 25 Interchange (the “Project”); and

WHEREAS, the Project selection team has determined CORE Consultants, Inc. (the “Consultant”) is best qualified to perform design services for the Project; and

WHEREAS, the Town and the Consultant have agreed to the terms and conditions by which the Consultant will provide design services 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 Service Agreement between the Town of Castle Rock and CORE Consultants, Inc., in the form attached as *Exhibit 1*, is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the Agreement by and on behalf of the Town.

Section 2. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under the Agreement, the Town Council authorizes the expenditure and payment from the development contributions escrow accounts in an amount not to exceed \$299,200.00, plus a Town-managed contingency in the amount of \$30,000.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this 19th day of October, 2021 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

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Daniel Sailer, Director of Public Works

**TOWN OF CASTLE ROCK
SERVICES AGREEMENT**

(Relocation of Dawson Ridge Boulevard – West Frontage Road – Project)

DATE: 9. 28. 2021

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

CORE CONSULTANTS, INC., a Colorado corporation, 3473 S. Broadway, Englewood, Colorado 80113 (“Consultant”).

RECITALS:

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

TERMS:

Section 1. Scope of Services. Consultant shall provide design services in accordance with the scope of work attached as *Exhibit 1* (“Services”).

Section 2. Payment. Consultant shall invoice the Town on a monthly basis for the Services rendered in accordance with the rate and fee scheduled identified in *Exhibit 2*. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$299,200.00, unless authorized in writing by the Town.

Section 3. Completion. Consultant shall commence the Services upon execution of this Agreement and complete the Services by August 31, 2022. Consultant shall devote adequate resources to assure timely completion of the Services. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

The Town shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant. In addition, this Agreement shall terminate December 31, 2021 in the event funds to support payment under this Agreement are not appropriated for calendar year 2022. 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. Insurance. Consultant agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

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

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

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

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

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

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation and Professional Liability insurance, if applicable, shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Consultant's insurance agent and submitted at the time of execution of this Agreement as ***Exhibit 3*** as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

E. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$387,000 per person, \$1,093,000 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 8. 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 9. 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 10. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 11. 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 12. 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 13. 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 14. 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 15. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.

Section 16. 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 17. 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

David Corliss, Town Manager

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Daniel Sailer, Director of Public Works

CONSULTANT:

CORE CONSULTANTS, INC.

By: _____

Its: _____

SCOPE OF SERVICES

The following Scope of Services identifies exclusions and assumptions upon which CORE Consultants Inc. has used to determine our effort, fee, scope, and schedule for the Dawson Ridge Boulevard Project. A detailed workhour and fee estimate are provided in our proposal. CORE Consultants and the Town of Castle Rock (Town) agree to renegotiate these terms if an assumption or exclusion becomes invalid. CORE Consultants scope includes the primary top tasks listed below:

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

1. TASK 1 – PROJECT MANAGEMENT

1.1. Project Management

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

- Monitor sub-consultant progress and review/approve invoices
- Prepare monthly Progress Reports and client invoices showing Earned Value
- Prepare, monitor, and adjust Master Project schedule monthly
- Prepare and execute a QA/QC Plan

Deliverables: Monthly Progress Reports (including monthly updates to Master Project schedule, Master Project Schedule (MS Project), QA/QC

1.2. Progress Meetings

Project design coordination meetings will serve as the primary forum to review the project's status and identify and resolve project issues. Attendees will include CORE Consultants PM, consultant task leads as needed, Town staff, Douglas County Staff, CDOT staff, and other stakeholders as necessary.

CORE Consultants will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting, and prepare meeting minutes. CORE anticipates the following meetings for the project:

- Kickoff/Pre-Design Meeting with Town of Castle Rock
 - Initial Design Charette

- Bi-Weekly Status Update Meetings (up to 20 meetings)
- Public Outreach Meeting
 - CORE assumes that individual Public Outreach meetings will not be required, and that CORE will attend the Public Outreach meetings for the Crystal Valley Interchange Project (up to 4 meetings).
- Field Inspection Review (FIR) at 30% Design
- Field Office Review (FOR) at 90% Design
- Pre-Construction Meeting

Deliverables: Meeting Notice, Agenda, and Minutes (1 Kickoff/Pre-Design Meeting and up to 20 status meetings, Initial Design Charette

2. TASK 2 – DATA COLLECTION

2.1. Project Initiation / Data Collection

CORE Consultants will conduct a Site Walk for field reconnaissance and document features and constraints specific to this project. Field information will be recorded using field notes and digital photos.

2.2. Design Survey, Mapping, and Right-of-Way

CORE will utilize the high-resolution aerial topography that was recently completed for the project. CORE will also utilize the existing mapping efforts completed and utilized to dedicate the roadway right-of-way and easements.

Project Initiation

- CORE will obtain permission to enter the Site from the current landowners as needed.

Survey Control and Right-of-Way

- CORE has previously recovered and established Horizontal and Vertical Control for Right-of-Way, Improvement mapping, and future construction. CORE will provide the Horizontal Control to be referenced to the Douglas County network. Vertical control will be referenced to NGS-NAVD88 Benchmark control.
- CORE has previously completed the research and calculations to plot the existing and recently dedicated Right-of-Way through the project limits.
- Obtain Owner and Encumbrances (O&E) Reports on the subject parcels.

Design Survey Mapping

- CORE recently completed the topographic survey, mapping all improvements within the project limits sufficient for the design. This mapping will include, but not be limited to, the following: streets, curb & gutter, fences, sidewalks, walls,

- trees, inlets, manholes, above-ground utility appurtenances, etc.
- CORE will obtain invert data for storm & sanitary sewer within the project limits.
- Stake up to 52 geotechnical borehole locations.
- Provide AutoCAD drawing and surface files for mapping.
- Mapping, Right of Way, and Verification limits.
- Supplemental surveying – we assume an additional two (2) days (16 hours) of fieldwork and 8 hours of office work. Supplemental surveying will pick up any areas of need not picked up in the original survey limits based on the preliminary design.

Legal Descriptions and Exhibits

- Prepare up to eight (8) legal descriptions and exhibits for right-of-way and easements. Prepare closure reports.

Deliverables: Design Survey & ROW mapping, Legal Descriptions and Exhibits, Right of Entry Agreements, Land Survey Control Diagram

2.3. Geotechnical Investigation and Pavement Design

Geotechnical Investigation and Pavement Design activities will be performed by Kumar and Associates Inc. These services will consist of the following activities:

Geotechnical Field Investigation

- Work with CORE Consultants to obtain access to boring locations within the Town of Castle Rock right-of-way and private properties, as required.
- 52 boreholes have been assumed.
- It is assumed that no retaining walls will be required for the project.
- Field locate the borings and establish safety procedures.
- Notify the Colorado 811 one-call system to have existing utilities located/marked near the proposed boring locations.
- Obtain an appropriate excavation/work in the right-of-way permit through the Town of Castle Rock, and provide traffic control services during field activities, as required.
- If required by utility owners, we will perform potholing to verify utility locations in the vicinity of geotechnical borings. However, for this proposal, potholing is not included. Therefore, additional scope/fee and schedule impacts beyond that provided herein would be required if potholing is deemed required by utility owners.

Subsurface Exploration

Based on Section 14 of the Town of Castle Rock Pavement Design Criteria, pavement borings are required at not greater than 250-foot horizontal intervals for roadways with one lane in each direction. The following subsurface exploration program will be performed under the observation of a qualified geologist/representative of the geotechnical engineer:

- Geotechnical Lab Testing - Testing will be performed in general accordance with CDOT and Town of Castle Rock pavement design specifications and will include, but not be limited to: Gradation Analysis/Atterberg Limits, Moisture Content/Unit Weight, Direct Shear Testing, Swell Testing, R-value/Unconfined Compressive Strength, and Soluble Sulfates.
- Geotechnical Analysis and Report Preparation - Prepare a report to summarize the site exploration data, laboratory test results, observations, and provide conclusions and recommendations. A registered professional engineer will supervise the fieldwork and report preparation.

Deliverables: Geotechnical Investigation and Pavement Design Report

3. Task 3 – Public Involvement and Stakeholder Coordination

3.1. Public Outreach

CORE assumes that public outreach for this project will be completed as part of the overall Crystal Valley Interchange (CVI) project and that separate public outreach, neighborhood meetings, or presentations to residences in proximity will not be required. It is assumed that CORE will attend up to four (4) public outreach meetings.

The primary information to be shared during the CVI public outreach meetings will be the preliminary design and target milestones dates for construction start/completion. The CORE Consultants team will coordinate with the Town and the CVI project team on the meeting agenda and presentations.

Deliverables: It is assumed that the CVI Design team will provide all deliverables for the Public Outreach meetings, including but not limited to Project Website Content, CRW Mailer Content, Final Communications Report, Stakeholder List, and Open House Feedback Summary.

3.2. Stakeholder Coordination

Through the stakeholder meetings, CORE will coordinate with the Master Developer of the Dawson Trails Planned Development. Coordination will be provided to ensure that improvements will be designed and constructed for Dawson Ridge Boulevard (West Frontage Road) and the future needs of the Dawson Trail Community are integrated. It is noted that any upsizing or improvements to the sole benefit of the Dawson Trails Community will be designed and paid for specifically by the Master Developer.

4. Task 4 – Subsurface Utility Engineering (SUE) & Coordination

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

4.1. SUE Investigation

The SUE investigation will consist of Phase 1 and Phase 2 investigations. For Phase 1, it is the responsibility of Kinetic to perform due diligence concerning records research (QL-D level of effort) and acquisition of available utility records. Kinetic will further investigate the project area utilizing a suite of geophysical equipment to obtain QL-B data. During QL-B fieldwork, Kinetic will scan the defined work area using electronic prospecting equipment to search for previously un-recorded utilities. Utilities that are not identified through these efforts will be referred to as “unidentified” utilities. Kinetic is not responsible for designating “unidentified” utilities that were not detected through due diligence and scanning the work area.

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

Assumptions/Exclusions:

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

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

4.2. Utility Coordination

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

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

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

Assumptions/Exclusions:

Our scope of work is for utility coordination only and excludes any wet and dry utility relocation designs.

5. Task 5 – Conceptual Design

5.1. Traffic Analysis

It is assumed that a Traffic Analysis will not be required for the project and that the traffic report generated as part of the CVI project will be utilized for traffic counts and recommendations.

5.2. Conceptual Design Layout

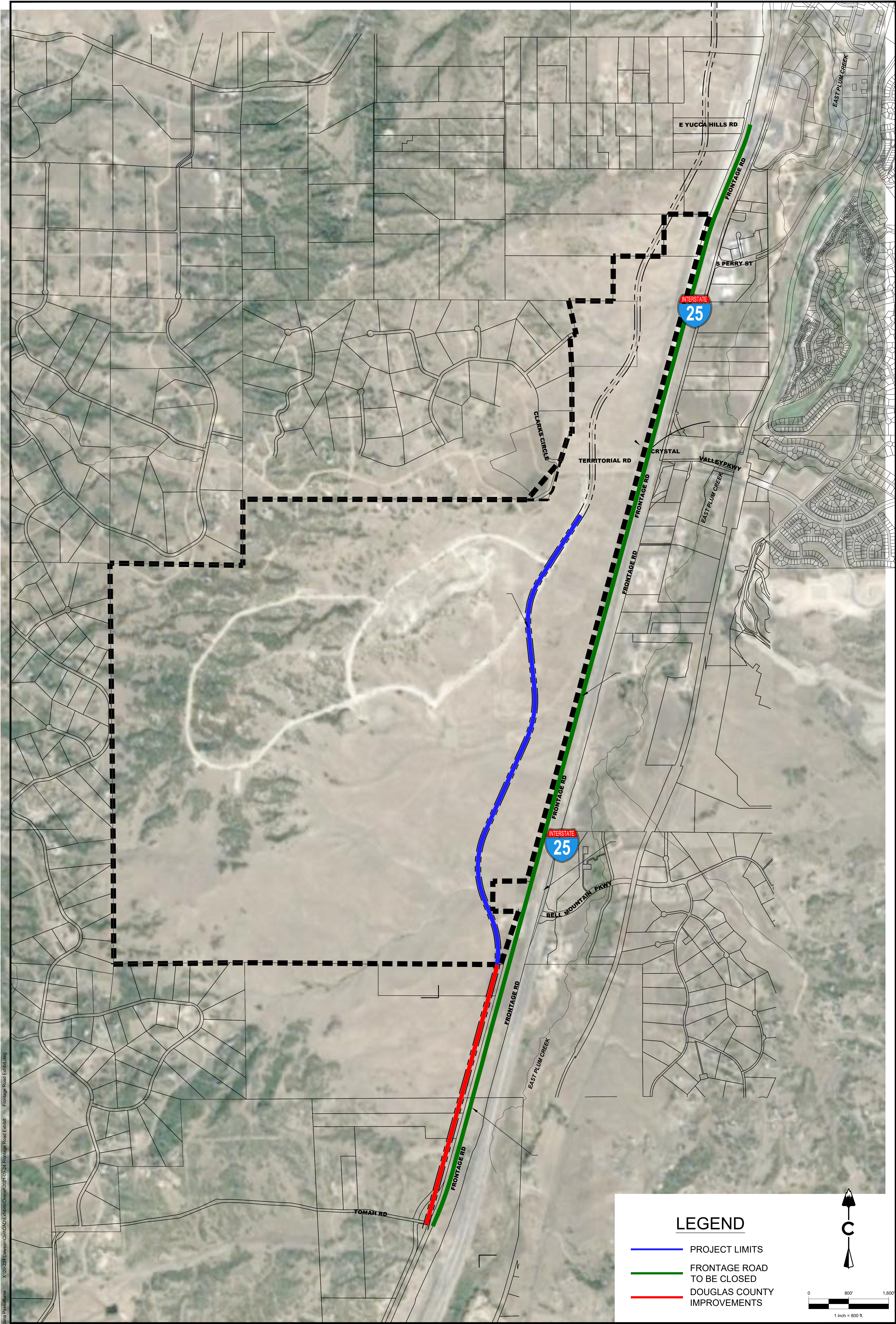
CORE Consultants will look at up to two (2) conceptual layouts to address variations in the typical section and alternative cut/fill arrangements. It is anticipated that no intersections will be designed with this scope of work. CORE Consultants will coordinate with both CDOT and the Town for the tie-in location to the interchange project, approximately 900 feet south of the existing Territorial Road and Douglas County to the South.

The following information will be depicted on the Conceptual Layouts:

- North Arrow
- Control Lines
- Curve Data
- Lane Geometry
- Project Limits and anticipated ROW impacts
- Concept Detention and Water Quality Pond Locations

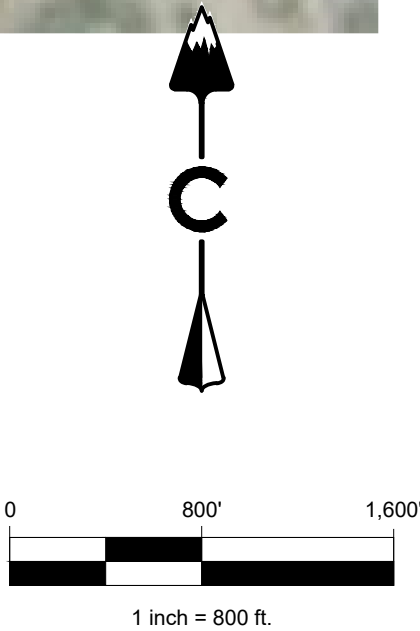
An Opinion of Probable Cost will be prepared for the preferred Town alternate. The Conceptual Layout Plan and Cost Estimate will be prepared and submitted to the Town for review. It is assumed that CORE Consultants will attend meeting coordination to discuss the Conceptual Design Layouts with the Town before finalizing and moving into the preliminary design phase.

Deliverables: Conceptual Layout Plan, Conceptual Opinion of Probable Cost



LEGEND

- PROJECT LIMITS
- FRONTAGE ROAD TO BE CLOSED
- DOUGLAS COUNTY IMPROVEMENTS



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ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE

DAWSON TRAILS TOWN OF CASTLE ROCK

WEST FRONTAGE ROAD RELOCATION

DATE: 9/24/21
CREATED BY: JCP
JOB NO.: 20-224
SHEET
1

6. Task 6 – Preliminary Design

6.1. Preliminary Roadway Design

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

- Refine the horizontal and vertical geometry of the preferred alternative.
- Refine and detail the cross-sectional elements, including lane geometry, tapers and transitions, curb and gutter, sidewalk, shoulders, medians (if required), islands, pedestrian facilities, fences, etc.
- Refine the layout of the proposed intersection improvements. Create a 3-dimensional model of the roadway that incorporates the elements noted above.
- Compute earthwork quantities. CORE Consultants will model the horizontal and vertical alignment using the typical sections for the project and prepare cross-sections every 50 feet for the length of the proposed improvements.
- It is assumed that the project will be constructed in a single phase. This scope of work includes providing complete sets of plans, specifications, and estimates (PS&E).
- Prepare review drawings for a Field Inspection Review (FIR) Meeting with the Town and CDOT. The following plan sheets are assumed:

✓ Title Sheet	✓ Misc. Construction Details
✓ Standard Plans List	✓ Overall Utility Plan
✓ General Notes	✓ Water Plan and Profiles
✓ Summary of Approximate Quantities	✓ Sanitary Sewer Plan and Profiles
✓ Tabulation of Quantities	✓ Drainage Plan and Profile Sheets, Details
✓ Typical Sections	✓ TESC - Erosion Control Sheets (Initial/Interim & Final)
✓ Survey Control Diagram	✓ Construction Phasing Sheets
✓ Geometric Layout Sheets	✓ Signing and Striping Sheets
✓ Removal Sheets	✓ Cross Sections
✓ Roadway Plan and Profile Sheets	

Assumptions/Exclusions:

- Design of retaining and noise walls are excluded from this scope.
- Design of landscaping and site lighting are excluded from this scope.
- Design of water quality outlet structures is included in our scope of work. We assume up to three (3) water quality ponds may be needed for this project.

6.2. Preliminary Drainage Design

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

Review of Background Material, Information Collection, & Coordination

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

Hydrologic and Hydraulic Analysis

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

Water Quality Analysis and Design

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

Preliminary Design Plans and Drainage Report

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

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

6.3. Preliminary Temporary Erosion and Sediment Control Plans (TESC)

It is anticipated that the project will have more than one (1) acre of disturbance. CORE Consultants will prepare the TESC Plans and report required by the Town. The Erosion Control plans will be broken into Initial, Interim, and Final Plans.

Deliverables: TESC Report & TESC plans

6.4. Preliminary Sanitary Sewer Plans

If required, CORE Consultants will design sanitary sewer mains within the roadway.

Deliverables: Preliminary Sanitary Sewer Plans

6.5. Preliminary Water Plans

If required, CORE Consultants will provide a design for domestic water, fire hydrants, etc., within the roadway.

Deliverables: Preliminary Water Plans

6.6. Preliminary Signing & Striping Plans

CORE Consultants will prepare the signing and pavement marking plans based on the Town of Castle Rock's current policies and procedures and the latest version of the MUTCD. The signing and pavement marking plans include general notes and quantities sheet, sign summary sheets, plan sheets, and sign format sheets.

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

Deliverables: Signing & Striping plans

6.7. Opinion of Probable Construction Cost Estimate

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

Deliverables: Opinion of Probable Construction Cost Estimate

6.8. FIR Review Meeting

CORE will submit an electronic half-size set of plans to the Town at least ten (10) working days prior to the FIR review meeting. CORE will attend the FIR review meeting to discuss additions and/or revisions to the plans. CORE's Project Manager will conduct the meeting in conjunction with the Town Project Manager. CORE shall take meeting minutes and distribute them to meeting attendees after the meeting.

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

7. Task 7 – Final Design

7.1. Final Roadway Design

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

- Finalize horizontal and vertical geometry as well as cross-sectional elements

- from the FIR design phase.
- Finalize earthwork quantities.
- Finalize quantities and tabulate

7.2. Final Drainage Design and Water Quality Analysis

- Review comments received from the FIR.
- Finalize drainage and water quality design.
- Development of final drainage plans
- Development of Final Phase III Drainage Report
- It is assumed that an Operations & Maintenance (O&M) Report for the water quality facilities is not required and is excluded from this scope of services.

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

7.3. Final TESC Plans & Reports

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

7.4. Final Construction Phasing / Traffic Control Plans

After the FIR review meeting, CORE Consultants will develop detailed Construction Traffic Control Plans following the latest MUTCD, and construction traffic control will be tabulated for the project for a Final Office Review (FOR) submittal.

7.5. Opinion of Probable Construction Cost Estimate

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

7.6. Project Special Provisions

Prepare special project provisions for the project to be included in the construction documents.

7.7. Final Office Review (FOR) Meeting

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

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

7.8. Construction Documents / Advertisement

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

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

8. Task 8 – Post Design Services

8.1. Bidding/Award Services

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

Work associated with this task will include:

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

The professional hours for this task are limited to those provided in the Fee Table.

8.2. Construction Support Services

CORE Consultants will be available during construction to respond to questions specifically related to the design plans and specifications and clarify when requested. These services shall include, but not be limited to, the following:

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

The professional hours for this task are limited to those provided in the Fee Table.

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

- It is assumed that the Town will prepare the up-front “boilerplate” contractual documents as part of the bid documents. It is assumed that CORE Consultants will only be required to provide the plans, estimate, and the project's special provisions.

EXHIBIT 2 - FEE SCHEDULE

TASK	Principal	Team Leader	Project Manager	Survey Manager	Project Engineer	Engineer	Project Surveyor	2-Man Crew	Total Hrs.	FEE				
	\$240	\$190	\$170	\$180	\$150	\$130	\$125	\$180		CORE	Kinetic Locating	DCI Engineers	Kumar & Assoc.	TOTAL
A. GENERAL REQUIREMENTS														
A.1 Internal Kickoff Meeting	1	1	1	1	1	1			6	\$ 1,060.00				\$ 1,060.00
A.2 Kickoff Meeting with Town of Castle Rock	2	2	2	2					8	\$ 1,560.00				\$ 1,560.00
A.3 Pre-Design Meeting with All Agencies	2	2	2						6	\$ 1,200.00				\$ 1,200.00
A.4 Bi-Weekly Status, FIR and FOR Updates with Town (Assume 40 Week Design)	22		22						44	\$ 9,020.00				\$ 9,020.00
A.5 Bi-Monthly CVI Meetings w/ Jacobs, CDOT, and Douglas County (Assume 5 meetings)	10		10						20	\$ 4,100.00				\$ 4,100.00
A.6 Internal Project Management (Assume 40 Week Design)	10	4	40		40				94	\$ 15,960.00				\$ 15,960.00
A.7 Bid Support & Pre-Bid Meeting	2		8		8				18	\$ 3,040.00				\$ 3,040.00
A.8 Construction RFIs			20		40	20			80	\$ 12,000.00				\$ 12,000.00
A.9 Preconstruction Meeting			2		2	2			6	\$ 900.00				\$ 900.00
A.10 Record Drawings			8		8	40			56	\$ 7,760.00				\$ 7,760.00
Subtotal	49	9	115	3	99	0	0	0	275	\$ 56,600.00	\$ -	\$ -	\$ -	\$ 56,600.00
B. CONCEPTUAL DESIGN														
B.1 Pre-Design Meeting (Covered in PM Scope)									0	\$ -				\$ -
B.2 Topographic Survey and SUE				8			16	40	64	\$ 10,640.00	\$ 8,625.00			\$ 19,265.00
B.3 ROW Acquisition (Identify Easements or Dedications as needed)				2	4				6	\$ 960.00		\$ 2,875.00		\$ 3,835.00
B.4 Geotechnical Report and Pavement Design			2						2	\$ 340.00			\$ 28,500.00	\$ 28,840.00
B.5 Site Walk	4		4	4	4				16	\$ 2,960.00				\$ 2,960.00
B.6 Design Workshop	4	4	4		4				16	\$ 3,000.00				\$ 3,000.00
B.7 Bi-Weekly Project Mgmt (included in PM)									0	\$ -				\$ -
B.8 Public Outreach Meeeting (attend CVI outreach meetings)	8		8						16	\$ 3,280.00				\$ 3,280.00
B.9 Roadway Layout Design	2	2	8		60	40			112	\$ 16,420.00				\$ 16,420.00
B.10 Concept Design Report			4		8				12	\$ 1,880.00				\$ 1,880.00
B.11 Monthly Progress Reports (Assume 1 months of Concept Design)			4						4	\$ 680.00				\$ 680.00
B.12 QA / QC	4		4		4				12	\$ 2,240.00				\$ 2,240.00
B.13 Conceptual Opinion of Probable Cost	1		2		8				11	\$ 1,780.00				\$ 1,780.00
Subtotal	23	6	40	14	92	0	16	40	231	\$ 44,180.00	\$ 8,625.00	\$ 2,875.00	\$ 28,500.00	\$ 84,180.00
C. PRELIMINARY DESIGN														
C.1 Right of Way Services (Title Reports, work with property owners and City staff)			4	4		8			16	\$ 2,440.00		\$ 5,750.00		\$ 8,190.00
C.2 Pothole Utilities identified in SUE			2		8				10	\$ 1,540.00	\$ 11,500.00			\$ 13,040.00
C.3 Preliminary Platting									0	\$ -				\$ -
C.4 Preliminary Roadway Design 30%	2	4	16		80	80			182	\$ 26,360.00				\$ 26,360.00
C.5 Preliminary Drainage			16		40	16			72	\$ 10,800.00				\$ 10,800.00
C.6 Preliminary Utility Design			4		8	16			28	\$ 3,960.00				\$ 3,960.00
C.7 Monthly Progress Reports (Assume 2 months of Prelim Design)			6						6	\$ 1,020.00				\$ 1,020.00
C.8 QA/QC	6	6			6				18	\$ 3,480.00				\$ 3,480.00
C.9 Final Opinion of Probable Cost	1		2		8				11	\$ 1,780.00				\$ 1,780.00
Subtotal	9	10	50	4	150	120	0	0	343	\$ 51,380.00	\$ 11,500.00	\$ 5,750.00	\$ -	\$ 68,630.00
D. FINAL DESIGN														
D.1 Finalize Right of Way Services (Title Reports, work with property owners and City staff)			4	8		16			28	\$ 4,200.00		\$ 2,000.00		\$ 6,200.00
D.2 Final Platting									0	\$ -				\$ -
D.3 Final Roadway Design, TESC Plans and Reports		8	40		200	80			328	\$ 48,720.00		\$ 1,000.00		\$ 49,720.00
D.4 Final Drainage			20		80	20			120	\$ 18,000.00				\$ 18,000.00
D.5 Final Utility Design			4		8	16			28	\$ 3,960.00				\$ 3,960.00
D.6 Final Legal Descriptions and Exhibits (Easement Documents)			2	4			32		38	\$ 5,060.00				\$ 5,060.00
D.6 Monthly Progress Reports (Assume 3 months of Final Design)			9						9	\$ 1,530.00				\$ 1,530.00
D.7 QA/QC	4	4	8		4				20	\$ 3,680.00				\$ 3,680.00
D.8 Final Opinion of Probable Cost			2		2	8			12	\$ 1,680.00				\$ 1,680.00
Subtotal	4	12	89	12	294	140	32	0	583	\$ 86,830.00	\$ -	\$ 3,000.00	\$ -	\$ 89,830.00
TOTALS	85	37	294	33	635	260	48	40	1432	\$ 238,990.00	\$ 20,125.00	\$ 11,625.00	\$ 28,500.00	\$ 299,240.00
											TOTAL FEE: \$ 299,200			

EXHIBIT 3

CONSULTANT'S CERTIFICATION OF INSURANCE (COI)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2021

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

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

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="816 426 1433 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1442 426 1568 451">NAIC #</th> </tr> <tr> <td data-bbox="816 457 1433 483">INSURER A : Travelers Indemnity Co of America</td> <td data-bbox="1442 457 1568 483">25666</td> </tr> <tr> <td data-bbox="816 489 1433 514">INSURER B : Travelers Property Cas. Co. of America</td> <td data-bbox="1442 489 1568 514">25674</td> </tr> <tr> <td data-bbox="816 520 1433 546">INSURER C : XL Specialty Insurance Company</td> <td data-bbox="1442 520 1568 546">37885</td> </tr> <tr> <td data-bbox="816 552 1433 577">INSURER D : Travelers Indemnity Company</td> <td data-bbox="1442 552 1568 577">25658</td> </tr> <tr> <td data-bbox="816 583 1433 609">INSURER E :</td> <td data-bbox="1442 583 1568 609"></td> </tr> <tr> <td data-bbox="816 615 1433 640">INSURER F :</td> <td data-bbox="1442 615 1568 640"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co of America	25666	INSURER B : Travelers Property Cas. Co. of America	25674	INSURER C : XL Specialty Insurance Company	37885	INSURER D : Travelers Indemnity Company	25658	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Core Consultants, Inc. 3473 S. Broadway Englewood, CO 80113															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6804H952734	12/01/2020	12/01/2021	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 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA2R036218	12/01/2020	12/01/2021	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"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000			CUP3F103643	12/01/2020	12/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB8J139707	12/01/2020	12/01/2021	<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
C	Professional Liability Claims Made			DPR9969814	12/01/2020	12/01/2021	\$2,000,000 per claim \$2,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella/Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

TOWN OF CASTLE ROCK, a Colorado municipal corporation 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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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella/Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Partners/Officers Excluded from Workers Compensation: Scott Pease and Mark Roberts.

Re: Dawson Ridge Blvd.