



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(West Loop Road Roundabout Design Project - Public Works)**

DATE: _____.

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

KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation, 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601, with a local address of 6200 S Syracuse Way, Suite 300, Greenwood Village, Colorado 80111 (“Consultant”).

RECITALS:

- I. The Town issued a Request for Proposals from qualified consultants with expertise in design and engineering services. Consultant timely submitted its Proposal.
- II. The Town hereby engages Consultant to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

1. **Scope of Services.** Consultant shall provide to the Town all of the services as set forth on *Exhibit 1* (“Services”). Consultant shall complete the Services consistent with standards and practices of the profession.

2. **Payment.** Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town may withhold payment, in whole or in part, for the Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations (“disputed Services”). The Town shall not be required to pay for disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall remit payment to Consultant, whether in whole or in part, within thirty (30) days of receipt of such invoice. In no event shall the total payment to Consultant for the Services under this Agreement exceed **\$388,117.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of this Agreement and expire on **February 26, 2027** (the “Term”). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this Section prohibits the Parties from amending the payment section should the Parties elect to extend the Term of the Agreement. Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services



under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days' written notice to Consultant. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Consultant shall immediately turn over all work product, materials, and deliverables created up to the point of termination.

5. **Subcontractors.** Consultant may utilize subcontractors to assist with specialized services as necessary to complete the Services. Consultant will submit any proposed subcontractor and the description of subconsultant services to the Town for its prior approval.

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

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

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

9. **Insurance.**

A. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Consultant shall be responsible for the



payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an “insured contract” under the policy;
- Defense costs shall be outside the policy limits for liability coverage.

B. Proof of Insurance: Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as *Exhibit 2*, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the Town’s rights or remedies under this Agreement. 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 may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability and Automobile Liability, Consultant and subconsultant’s insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

D. Waiver of Subrogation: For all coverages required under this Agreement, with exception of Professional Liability, Consultant’s insurer shall waive subrogation rights against the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town.

E. Subcontractors: Consultant shall confirm and document that all subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. Workers’ Compensation and Employer’s Liability Insurance: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$100,000 per occurrence for



each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.

H. **Automobile Liability:** Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **Professional Liability (Errors & Omissions):** Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years after the completion of the services.

10. **No Waiver of Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

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

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

13. **Additional Documents & Entire Agreement.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid



or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

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

15. **Default and Remedies.** In the event either Party should default in performance of its obligations under this Agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting Party, the non-defaulting Party shall be entitled to pursue any and all legal remedies, subject to the following limitations on damages, and recover its reasonable attorney's fees and costs in such legal action. No Party will be entitled to lost profits, incidental, consequential, punitive or exemplary damages in the event of a default.

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

17. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

18. **Americans with Disabilities Act.** Consultant agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant shall indemnify the Town in accordance with the terms of this Agreement and, at the Town's option, shall re-visit, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable, work, service or equipment into compliance. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

19. **No Discrimination in Employment.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Consultant shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Consultant shall insert the foregoing provision in any subcontracts hereunder.



20. **Title VI Compliance.** To the extent applicable, Consultant shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

21. **Advertising and Public Disclosure.** Consultant shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

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

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

23. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Consultant and bind their respective entities. This Agreement is executed and made effective as provided above.

24. **Digital Accessibility.** Consultant shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility



Guidelines (“WCAG”) followed by the State of Colorado. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

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

26. **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.

27. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

28. **Licenses/Taxes.** Consultant affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Consultant shall be solely responsible for paying all applicable taxes associated with or rising out of this Agreement.

29. **Confidentiality.** Consultant agrees that it shall treat as confidential all information provided by the Town regarding the Town’s business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.



30. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Consultant’s Certificate of Insurance; and (3) Exhibit containing Scope of Services and Fee Schedule.

ATTACHED EXHIBITS:

EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT 2 – CONSULTANT’S CERTIFICATE OF INSURANCE

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

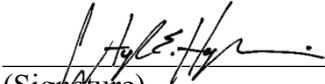
Approved as to content:

Michael J. Hyman, Town Attorney

Daniel Sailer, Director of Public Works

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
(Signature)

Christopher E. Hopkins
(Print Name)

»» MP 25

Its: Senior Project Manager, Associate
(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Scope of Services:

Task 1 – Project Initiation and Continuing Requirements

Task 1.1 – Project Management and QA/QC

Consultant will develop a Project Management Plan, Schedule, and Quality Control Plan (QCP) for this project. The QCP will consist of:

- A review prior to both the 30% and 90% design stages by both the technical task manager and an independent reviewer with a verification completed by an independent quality assurance person.
- A constructability review after the 30% concept development.
- Inter-disciplinary review at both the 30% and 90% design stages.
- An independent digital model review at both the 30% and 90% design stages.
- Consultant will keep a Design Decision Register throughout the project which can be shared with the Town upon request.

Consultant will provide monthly invoices to the Town with progress reports included.

Task 1.2 – Project Meetings

Consultant will conduct the following meetings:

- One (1) Kickoff Meeting after receiving Notice to Proceed, we assume up to 2 hours with up to four (4) Consultant attendees, and that this meeting will be held in person at the Town's Public Works building.
- Progress meetings will be held bi-weekly with Consultant and the Town, we assume up to 1 hour per meeting and half will be held in person at the Town's Public Works building and half virtually. Consultant will provide a meeting agenda beforehand and will follow up with meeting minutes. We assume up to 18 meetings.
- One (1) 30% design review meeting and one (1) 90% design review meeting will be held. We assume up to 2 hours per meeting with up to four (4) Consultant attendees and that these meetings will be held in person at the Town's Public Works building.

Task 1.3 – Public Engagement

Consultant will attend up to two (2) public meetings with up to three (3) Consultant attendees. It is assumed that one (1) will be a public open house and one (1) will be with the HOA.

Consultant will prepare the same materials for the two (2) public meetings consisting of large exhibits that illustrate design details, including:

- Roundabout geometry with hatching on an aerial image.
- Signing and marking
- Existing row
- Proposed row and potential easements
- Consultant will provide an HO scale (1:87) graphic to provide a scaled representation of the roundabout with HO scale vehicles. This layout is intended to mock the relative size of the intersection in relation to vehicles, heavy trucks, and pedestrians.

Consultant will provide FAQs and comment cards for attendees.

Consultant will attend up to two (2) additional stakeholder engagement meetings at the Town's request. These may be with the Town Council, Police or Fire Departments, legislators, or other external stakeholders. It is assumed that these will be up to one (1) hour each and will include up to three (3) Consultant attendees.

Assumptions

- The Town will prepare and send public mailings and social media announcements
- The Town will secure and coordinate the venue for public meetings

Task 2 – Traffic Analysis and Concept Development

Consultant will utilize the AM and PM peak hour turning movement counts, provided by the Town of Castle Rock, at the subject intersection for traffic analysis of existing and build-year conditions. Consultant will develop a traffic growth factor to evaluate the following build scenarios:

- Existing 2026 conditions
- Projected base year conditions
- Projected design year conditions

Consultant will perform an operational analysis of the AM and PM peak hour forecasted traffic volumes for the intersection using a combination of Synchro and Junctions 10 ARCADY. Assessment of Roundabout Capacity and Delay Version 10 (ARCADY 10) will be used as the roundabout capacity model. ARCADY 10 is a program based on United Kingdom empirical research into geometry-capacity relationships. Two features that ARCADY 10 provides are its ability to consider horizontal geometric design sensitivity and its ability to be calibrated. The combination of using ARCADY 10 with calibration allows for consideration of the U.S. data and horizontal geometric design sensitivity. CDOT approves the use of ARCADY 10 in their 2023 policy manual update.

Consultant will perform an Intersection Control Assessment Tool (ICAT) analysis to quantify and evaluate intersection control benefits including traffic operations, safety, costs, environmental impacts, and stakeholder support.

Consultant will request historical Oversize Overweight (OSOW) permit applications to confirm vehicle-type usage of the corridor and coordinate with the Town to confirm the appropriate design and check vehicles to use based on the targeted vehicular usage.

Consultant will produce a feasibility study to catalog the capacity analysis and ICAT findings and illustrate the preferred alternative that optimizes operations, safety, and cost effectiveness.

A well-developed conceptual design is required for feasibility studies to ensure minimal modification during preliminary design and will therefore be a savings factor in both design costs and time. An aerial image will be used as background for the subject intersection. Consultant will provide one (1) conceptual design for the subject intersection and will focus on:

- Size and location of the circle

- Alignment of approaches
- Nearby driveway access
- Accommodation of design vehicle turning movements
- Nearby franchise utilities (as noted via the aerial imagery)
- Roundabout functionality by adjusting median lengths, fast paths, entry angles, and space for design vehicle turning movements
- Approach and intersection sight distance
- Bicycle and pedestrian accommodations (vulnerable road users)
- Preliminary right of way impacts

Consultant will provide an opinion of probable construction cost (OPCC) for the conceptual design layout. Preliminary right of way impacts will be displayed, and a square foot area of disturbance will be included.

The Roundabout concept geometry will be prepared based on guidance in NCHRP 1043 Guide for Roundabouts and Practical Design.

Task 3 – Data Collection and 30% Design

Task 3.1 – Survey

Consultant will prepare a Topographic Survey and Topographic Design Exhibit of the area shown below on Exhibit “A”. Consultant will use a combination of aerial LiDAR and conventional survey methods to safely and efficiently collect data while minimizing the disturbance to the public.

Horizontal coordinates will be established using the Douglas County horizontal control network. This network is tied to the North American Datum of 1983 (NAD83) Colorado Central Zone.

Vertical datum will be based upon the Douglas County local benchmark network. This network is tied to the North American Vertical Datum of 1988 (NAVD88). *(If the client wishes for the data to be tied to a different system they must notify Consultant at least 2 working days prior to the mutually agreed upon start date).*

Topographic Information to be extracted (ROW to ROW): edge of pavement, crown of road, fence lines, painted road striping, top, toe, and flow line of ditches, and street signs.

Underground utility information will be located based upon visible surface evidence as marked by a private utility locate company.

- Location of visible surface evidence of the various utility systems, such as utility poles, manholes, inlets, catch basins, culverts, valves and fire hydrants. Information shown on utility records that are available at the time of the survey shall be incorporated into the survey. The location of each main, pipe, conduit line and other structures will be indicated based upon safely observable evidence. Survey personnel will not enter confined spaces, such as manholes, to obtain utility information. The following information will be located and obtained for specific visible utilities where access is possible and safe for personnel:
- Sanitary and Storm Sewers: Pipe inverts, pipe size, rim elevations of manholes, inlets and catch basins.

- Consultant will collect one (1) pipe invert outside of the limits in Diagram A in order to determine pipe system slope.
- Water Mains: location of valves and hydrants.
- Gas Mains: location of valves.
- Telephone pedestals, electric pedestals and transformers.
- Other visible utility surface features.

Consultant will prepare a survey control diagram in compliance with local municipal standards. This fee includes addressing one round of Town comments.

Consultant will stake up to 10 proposed test hole locations based on SUE QL-A. It is assumed that all test holes will be staked in one (1) mobilization.

Exclusions

- Tree drip lines
- Review of client provided title commitment.

Deliverables

- An AutoCAD file with a surface shown at 1-foot contours.
- PDF of the Topographic Design Exhibit
- PDF of the Survey Control Diagram



Diagram A

Task 3.2 – Subsurface Utility Engineering (SUE)

Consultant will perform the following SUE services:

- Quality Level D – Utility Records Research

- Collect and review existing utility records from utility owners, municipalities, and other agencies as required under Colorado Senate Bill 167.
- Identify known underground utilities based on as-built drawings, GIS data, utility owner maps, and other available documentation.
- Document the reliability and completeness of record information in accordance with ASCE 38-22 standards.
- *(Note: No utility coordination or relocation agreement activities will be performed.)*
- Quality Level C – Surface Feature Identification
 - Conduct a site survey to identify visible utility features such as valve boxes, manholes, pedestals, and utility markers.
 - Correlate surface features with record information to refine utility location data and assess potential discrepancies.
 - Ensure all findings are documented in compliance with ASCE 38-22 to support project planning and risk mitigation.
- Quality Level B – Geophysical Locating
 - Use geophysical methods, such as electromagnetic locating and ground-penetrating radar (GPR), to detect and trace subsurface utilities.
 - Mark approximate utility locations using paint, stakes, or flags to indicate horizontal positions per ASCE 38-22 guidelines.
 - Record depth estimates where feasible based on geophysical data, ensuring alignment with best practices and Colorado Senate Bill 167 requirements.
 - Identify potential conflicts with proposed project
- Quality Level A – Test Holes
 - A \$15,000 budget has been assumed for SUE QL-A which consists of up to ten (10) test holes and traffic control.
 - Excavate up to ten (10) test holes at Town-designated locations to expose utilities.
 - Document utility size, material, depth, condition, and provide photographs.
 - Prepare PE-sealed Test Hole Data Reports including coordinates and depth from existing ground.
 - Backfill with native backfill compacted in lifts with cold patch surface restoration. If a different restoration method is required by the Town, it will be an additional service.
 - Integrate verified utility data into updated CAD/GIS utility mapping.
 - Provide traffic control per local municipal permit requirements through a subcontracted vendor.
 - *(Note: Flaggers are not included)*
- Prepare a Utility Tracking Matrix including owner, utility type, contact information that is collected during SUE research.

Assumptions

- Each test hole is intended to expose one (1) utility.
- Some locations may be inaccessible due to field conditions; alternatives to be coordinated with the Town and design team.
- Test hole locations are provided prior to mobilization.
- One (1) mobilization will be required

Deliverables

- SUE Base Map integrated with topographic survey
- Utility Conflict Report identifying risks and mitigation strategies.
- Digital CAD/GIS files with utility layers and metadata.
- Final SUE Report summarizing methodology, findings, and compliance certifications.

Task 3.3 – Geotechnical

Our Subconsultant, Kumar & Associates, Inc. (K&A), will perform the following Geotechnical Services:

- K&A will obtain the required Town ROW permit and traffic control services for the drilling. The traffic control services will be provided by a qualified subcontractor to K&A. The costs for the traffic control services are included in this proposal. We assume the permit will be provided to K&A at no cost as this is a Town improvement project.
- K&A will drill a total of two (2) exploratory borings within the proposed roundabout limits; one (1) within Crystal Valley Parkway and one (1) within West Loop Road. The borings will be drilled to depths of about 10 feet, with the final depths of the borings determined in the field as drilling progresses and as the subsurface profile becomes evident. The borings will be drilled to obtain information on the subsurface profile, to obtain samples for laboratory testing, and to estimate the groundwater levels and depth to bedrock, if encountered within the drilled depths.
- K&A will 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. (*Note, the fee for a private locate is not included in this proposal.*) California drive samples will be taken at a depth of about 1 foot and at 5-foot intervals thereafter to obtain samples and data on the consistency of the soils and bedrock encountered. Sampling with the California drive sampler is similar to the standard penetration test (SPT) described by ASTM D1586. The borings will be backfilled subsequently to drilling and the bore holes in the pavement patch in accordance with the project ROW permit.
- K&A will conduct a laboratory testing program on selected samples obtained from the borings to determine:
 - Moisture content
 - Density of relatively undisturbed samples
 - Gradation characteristics
 - Atterberg limits
 - Consolidation and/or swell potential of fine-grained soil samples
 - Moisture-Density relationships (standard Proctor)
 - Remolded swell-consolidation
 - Water-soluble sulfates
 - Hveem-stabilimeter (R-value)
- K&A will analyze the data obtained from our field and laboratory portions of the study to provide engineering recommendations for:
 - Pavement thickness design for the roundabout in accordance with the Town and MGPEC standards

- Earthwork including site grading, temporary excavations, suitability of on-site materials for use as engineered fill, and fill placement and compaction criteria
- Mitigation of sulfate attack, if any, on concrete
- K&A will 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 of the State of Colorado.

Task 3.4 – Drainage Analysis and Report

Consultant will provide the services specifically set forth below.

Hydrology Analysis

Consultant will perform a hydrology analysis of the existing and proposed conditions for the Project area. This analysis will consist of:

- Calculations will be completed for both the existing and proposed conditions of the Project using the Rational Method per Section 6.2 and 6.3 of the Town of Castle Rock Storm Drainage Design and Technical Criteria Manual (The Manual).
- Drainage area maps will be provided and will consist of existing and proposed on-site and applicable off-site drainage patterns and discharges to/from the site.
- Water quality and detention are not anticipated for this project because the impervious area is not expected to increase.

Hydraulics Analysis

Consultant will perform a hydraulic analysis on the proposed condition of the storm system to confirm pipe sizing, inlet sizing, and spread criteria are all met. This analysis will consist of the following:

- Flow master calculations will be used to design the proposed pipes and structures for the proposed conditions under both the 5-yr and 100-yr storms per Chapter 9 of The Manual.
- Per Section 8.1.4 of The Manual, The Mile High Flood District (MHFD) Inlet sizing spreadsheet and Chapter 7 of the MHFD Street Drainage Criteria will be utilized to evaluate the inlet sizing and spread. Inlet sizes and spread will be adjusted as required in the proposed condition in order to meet criteria.

Drainage Report

Consultant will prepare a Drainage Report as outlined in Chapter 4 of The Manual. The report will be completed per Section 4.5 of The Manual. The drainage report will include existing and proposed drainage maps, hydrologic and hydraulic calculations, and details of storm sewer improvements.

Task 3.5 – Environmental Screening and Site Visit

Consultant will provide a desktop review of the project area to determine if there are any historical or biological resources that may be impacted by the project. A site visit will be conducted to capture resources, and we will identify environmental permitting that may be required for construction.



Task 3.6 – 30% Design and Roll Plot

Consultant will progress the roundabout concept to a 30% design stage after completing topographic survey collection. Consultant will provide roundabout design checks, per NCHRP 1043, which consist of:

- Geometry overview
- Fastest path analysis
- Design and check vehicle turning movements
- Oversize/overweight check vehicles
- Approach stopping sight distance checks
- Intersection sight distance checks
- Entry sight to the left checks

The 30% design will be submitted as a roll plot to the Town for review. The roll plot will consist of:

- Typical sections
- Plan view
- Profile views
- Proposed and existing drainage features

The 30% design package will also consist of the design criteria, a preliminary opinion of probable construction cost (OPCC), and a construction phasing schematic. Consultant will submit the 30% design package two (2) weeks in advance of the 30% review meeting. Comments will be addressed with the next submittal in Task 4.

Task 4 – 90% Design

Consultant will advance the 30% design to 90% construction documents (CDs). The 90% Design Review package will consist of:

- 90% CDs
- Drainage Report
- Updated OPCC
- Specifications
- Up to 2 project renderings on posterboard for public and neighborhood meetings
- Legal Descriptions of ROW or Easements requested by the Town (we have assumed up to 2)

The CDs will consist of the following sheets and subsets:

Title Sheet
Index of Sheets
General Notes
Summary of Approximate Quantities
Survey Control Diagram
Typical Sections
Geometric Layout
Removal and Reset Plans



Roadway Plan & Profiles
Roadway Details
Roadway Grading
Drainage Plans and Profiles
GESC Plans
Signing and Striping Plans
Utility Plans
Landscape Plans
RRFP Detail
Lighting Plans
Traffic Control Plans
Roadway Cross Sections

Consultant will submit the 90% design package two (2) weeks in advance of the 90% review meeting.

Task 5 – Bidding Services

Consultant will assist the Town with bidding services. This task may consist of:

- Scheduling and running a pre-bid meeting
- Issuance of Pre-Bid meeting minutes
- Responding to reasonable and concise bidder questions in conjunction with the Town
- Issuance of Bid Addenda
- Tabulation of bidder results and award recommendation based on general compliance with the bidding documents.

Because the exact number of hours needed to complete this task is not known, we have budgeted up to 23 hours for this Task. If more time is needed, it can be provided as an additional service.

Task 6 – Construction Phase Services

Consultant will assist the Town with construction phase services. This task may consist of:

- Review of Shop Drawings. Consultant will review Shop Drawings and Samples and other data which the construction contractor (“Contractor”) is required to submit, but only for general conformance with the construction contract documents (“Contract Documents”).
- Providing field observation at the Town’s request to observe the progress of the work.
- Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents and keep Town informed of the general progress of the work.
- Responding to reasonable RFIs
- Providing engineering services for design revisions or modifications at the Town’s request

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to



Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Because the exact number of hours needed to complete this task is not known, we have budgeted up to 32 hours for this Task. If more time is needed, it can be provided as an additional service, subject to amendment of the Agreement.

Task 7 – Post Construction Services

Consultant will assist the Town with post construction services. This task will consist of:

- Record Drawings showing significant changes reported by the Contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-built but will be based on information made available.

Because the exact number of hours needed to complete this task is not known, we have budgeted up to 20 hours for this Task. If more time is needed, it can be provided as an additional service, subject to amendment of the Agreement.

Assumptions

Consultant's scope and fee are based on the following assumptions:

- A \$15,000 budget has been assumed for SUE QL-A which consists of up to ten (10) test holes and traffic control
- Traffic counts will be provided by the Town
- Permanent water quality is not required
- Lighting design will be based on a standardized layout for a Roundabout. No photometric will be performed.
- One (1) mobilization will be required for Survey
- Existing ROW maps will be provided by the Town
- ROW acquisitions will be performed by the Town

If any of these assumptions are not correct, then the scope and fee will change, subject to amendment of the Agreement.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Utility relocation plans
- Hydrologic and hydraulic modeling
- Electrical design
- Environmental permitting



Fees and Expenses:

Consultant will perform the services in Tasks 1 - 7 on a labor fee plus expense basis with the maximum labor fee shown below.

Task Number & Name Fee Type		Fee	Type
1.1	Project Management and QA/QC	\$12,075.00	Hourly, Not-to-Exceed
1.2	Project Meetings	\$17,250.00	Hourly, Not-to-Exceed
1.3	Public Engagement	\$12,215.00	Hourly, Not-to-Exceed
2	Traffic Analysis and Concept Development	\$41,315.00	Hourly, Not-to-Exceed
3.1	Survey	\$36,000.00	Hourly, Not-to-Exceed
3.2	Subsurface Utility Engineering (SUE)	\$39,000.00	Hourly, Not-to-Exceed
3.3	Geotechnical	\$6,222.00	Hourly, Not-to-Exceed
3.4	Drainage Analysis and Report	\$25,750.00	Hourly, Not-to-Exceed
3.5	Environmental Screening and Site Visit	\$4,700.00	Hourly, Not-to-Exceed
3.6	30% Design and Roll Plot	\$61,445.00	Hourly, Not-to-Exceed
4	90% Design	\$113,480.00	Hourly, Not-to-Exceed
5	Bidding Services	\$5,435.00	Hourly, Not-to-Exceed
6	Construction Phase Services	\$7,740.00	Hourly, Not-to-Exceed
7	Post Construction Services	\$4,490.00	Hourly, Not-to-Exceed
	Reimbursable Expenses	\$1,000.00	
Total		\$388,117.00	

Consultant will not exceed the total maximum labor fee shown without authorization from the Town. However, Consultant reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Town. Should the Town request Consultant to advance any such project fees on the Town's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Town.

Attachment A - Fee Worksheet

Town of Castle Rock

West Loop and Crystal Valley Pkwy Roundabout

Friday, February 6, 2026

Kimley-Horn and Associates, Inc.													Kumar	MAYO	Reconn	TOTALS
Item	Task	Senior Professional IV	Senior Professional III	Senior Professional II	Senior Professional I	Engineer	Analyst III	Analyst II	Analyst I	Designer	CAD Operator	Clerical Administrative	Geotech	Locates/ Staking	SUE QL-A	
	Rate	\$ 310.00	\$ 295.00	\$ 275.00	\$ 260.00	\$ 230.00	\$ 195.00	\$ 175.00	\$ 160.00	\$ 200.00	\$ 140.00	\$ 140.00				
	Hours	6.0	64.0	44.0	421.0	174.0	699.0	-	140.0	20.0	90.0	41.0				
	Estimated Total	\$ 1,860.00	\$ 18,880.00	\$ 12,100.00	\$ 109,460.00	\$ 40,020.00	\$ 136,305.00	\$ -	\$ 22,400.00	\$ 4,000.00	\$ 12,600.00	\$ 5,740.00	\$ 6,222.00	\$ 5,530.00	\$ 12,000.00	
	Estimated Total by Firm				\$							363,365.00	\$ 6,222.00	\$ 5,530.00	\$ 12,000.00	\$ 387,117.00
Task 1	Project Initiation and Continuing Requirements															
1.1	Project Management and QA/QC															
	Project Management		1.0		20.0							20.0				
	QCP		4.0		10.0											
1.2	Project Meetings															
	Kickoff Meeting		2.0		2.0		2.0									
	Progress Meetings (assume 18, bi-weekly)		4.0		27.0		18.0									
	30% Design Review		2.0		4.0		2.0									
	90% Design Review		2.0		4.0		2.0									
1.3	Public Engagement															
	Public Meetings (assume 2)		2.0		16.0		12.0					15.0				
	Additional Stakeholder Coordination		1.0		6.0		6.0									
	Subtotal	-	18.0	-	89.0	-	42.0	-	-	-	-	35.0				184.0
		\$ -	\$ 5,310.00	\$ -	\$ 23,140.00	\$ -	\$ 8,190.00	\$ -	\$ -	\$ -	\$ -	\$ 4,900.00				\$ 41,540.00
Task 2	Traffic Analysis and Concept Development															
	Feasibility Study/Ops analysis		1.0		30.0		10.0									
	ICAT Analysis	2.0	1.0		30.0		20.0									
	Roadway Concept Design				20.0	4.0	30.0									
	Concept Production		1.0		2.0	4.0	10.0		10.0		10.0					
	Subtotal	2.0	3.0	-	82.0	8.0	70.0	-	10.0	-	10.0	-				183.0
		\$ 620.00	\$ 885.00	\$ -	\$ 21,320.00	\$ 1,840.00	\$ 13,650.00	\$ -	\$ 1,600.00	\$ -	\$ 1,400.00	\$ -				\$ 41,315.00
Task 3	Data Collection and 30% Design															
3.1	Survey		8.0		36.0		110.0									
3.2	Subsurface Utility engineering (SUE)													2,830.00		
	SUE QL-D to QL-B			26.0		60.0								2,700.00		
	SUE QL-A			8.0		5.0									12,000.00	
3.3	Geotechnical												6,222.00			
3.4	Drainage Analysis and Report															
	Drainage Analysis		1.0		6.0	35.0	55.0									
	Drainage Report		1.0		2.0	6.0	15.0									
3.5	Environmental Screening and Site Visit			10.0			10.0									
3.6	30% Design and Roll Plot															
	Roundabout Performance Checks				10.0		30.0									
	Roadway Design				15.0	5.0	20.0									
	Roll Plot Production				4.0	4.0	20.0		20.0		20.0					
	Rendering - plan view and isometric view		2.0		14.0		30.0			20.0		6.0				
	Phasing Plan		2.0		12.0		15.0		10.0							
	OPC		2.0		4.0		8.0									
	QA/QC Review (Internal)	2.0	4.0		12.0	4.0										
	Subtotal	2.0	20.0	44.0	115.0	119.0	313.0	-	30.0	20.0	20.0	6.0	6,222.00	5,530.00	12,000.00	689.00
		\$ 620.00	\$ 5,900.00	\$ 12,100.00	\$ 29,900.00	\$ 27,370.00	\$ 61,035.00	\$ -	\$ 4,800.00	\$ 4,000.00	\$ 2,800.00	\$ 840.00	\$ 6,222.00	\$ 5,530.00	\$ 12,000.00	\$ 173,117.00
Task 4	90% Design															
	Address Comments		2.0		4.0	4.0	15.0									
	Finalize Roadway				18.0	20.0	62.0									
	Finalize Production				20.0	4.0	60.0		80.0		60.0					
	Traffic Control Plan		2.0		15.0		20.0		20.0							
	RRFB Design				2.0		8.0									
	Lighting Design				4.0		15.0									
	Landscape Design		2.0			10.0	20.0									
	QA/QC Review (Internal)	2.0	4.0		10.0	4.0										
	Specifications		2.0		10.0	5.0	10.0									
	OPC		2.0		4.0		10.0									
	Legal Descriptions		2.0		12.0		22.0									
	Subtotal	2.0	16.0	-	99.0	47.0	242.0	-	100.0	-	60.0	-				566.00
		\$ 620.00	\$ 4,720.00	\$ -	\$ 25,740.00	\$ 10,810.00	\$ 47,190.00	\$ -	\$ 16,000.00	\$ -	\$ 8,400.00	\$ -				\$ 113,480.00

Kimley-Horn and Associates, Inc.												Kumar	MAYO	Reconn	TOTALS		
Item	Task	Senior Professional IV	Senior Professional III	Senior Professional II	Senior Professional I	Engineer	Analyst III	Analyst II	Analyst I	Designer	CAD Operator	Clerical Administrative	Geotech	Locates/ Staking	SUE QL-A	TOTALS	
Task 5	Bidding Services																
			2.0		8.0		10.0										
			1.0		2.0												
			-	3.0	-	10.0	-	10.0	-	-	-	-	-	-	-	-	23.00
	Subtotal	\$ -	\$ 885.00	\$ -	\$ 2,600.00	\$ -	\$ 1,950.00	\$ -	\$ -	\$ -	\$ -	\$ -				\$ 5,435.00	
Task 6	Construction Phase Services																
			2.0		20.0		10.0										
			-	2.0	-	20.0	-	10.0	-	-	-	-	-	-	-	-	32.00
		Subtotal	\$ -	\$ 590.00	\$ -	\$ 5,200.00	\$ -	\$ 1,950.00	\$ -	\$ -	\$ -	\$ -	\$ -				\$ 7,740.00
Task 7	Post Construction Services																
			2.0		6.0		12.0										
			-	2.0	-	6.0	-	12.0	-	-	-	-	-	-	-	-	20.00
		Subtotal	\$ -	\$ 590.00	\$ -	\$ 1,560.00	\$ -	\$ 2,340.00	\$ -	\$ -	\$ -	\$ -	\$ -				\$ 4,490.00
Total Labor Fee																\$ 387,117.00	
Total Expense Fee																\$ 1,000.00	
Proposed Contract Total																\$ 388,117.00	



EXHIBIT 2

CONSULTANT'S CERTIFICATE OF INSURANCE

