

**RESOLUTION NO. 21-44**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,  
COLORADO, APPROVING AN AGREEMENT FOR PROFESSIONAL  
SERVICES WITH WILSON & COMPANY, INC., ENGINEERS AND  
ARCHITECTS FOR PRE-NEPA TRAFFIC ANALYSIS AND CONCEPT DESIGN  
SERVICES RELATED TO THE HAPPY CANYON INTERCHANGE AT I-25**

**WHEREAS**, the City of Castle Pines (the “City”) is authorized to contract for general municipal governance and services; and

**WHEREAS**, City staff has reviewed a proposal by Wilson & Company, Inc., Engineers and Architects (“Contractor”) to provide traffic analysis and concept design services related to the Happy Canyon Interchange (“Services”); and

**WHEREAS**, Contractor represents that it has the experience and qualifications necessary to perform the Services; and

**WHEREAS**, the City has carefully considered and evaluated Contractor’s proposal and desires to approve an agreement for professional services (“Agreement”) with Contractor for the Services in substantially the form attached hereto as **Exhibit 1**.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:**

**Section 1.** The City Council hereby: (a) approves the Agreement with Contractor in substantially the same form as attached hereto and incorporated herein as **Exhibit 1** for an amount not to exceed Two Hundred Fifty-Six Thousand Dollars and No Cents (\$256,000.00); (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the City Manager to execute the Agreement when in final form.

**Section 2.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

**Section 3.** **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

**INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 7 IN FAVOR AND  
0 AGAINST THIS 14TH DAY OF SEPTEMBER, 2021.**



**ATTEST:**

DocuSigned by:

*Tobi Duffey*

AD63A3B62632489...

Tobi Duffey, CMC, City Clerk

DocuSigned by:

*Tera Stave Radloff*

8E9C8E8270DC478...

Tera Stave Radloff, Mayor

**APPROVED AS TO FORM:**

DocuSigned by:

*Linda C. Michow*

5241DE0088FF444...

Linda C. Michow, City Attorney

**EXHIBIT 1**  
**PROFESSIONAL SERVICES AGREEMENT**

*[ATTACHED]*

**City of Castle Pines, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name:**  
**Happy Canyon Interchange at I-25 Pre-NEPA Traffic Analysis and Concept Design**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the City of Castle Pines, a municipal corporation of the State of Colorado, with offices at 360 Village Square Lane, Suite B, Castle Pines, Colorado 80108 (the “City”), and Wilson & Company, Inc., Engineers and Architects, a Kansas corporation with a principal office street address of 4401 Masthead Street NE, Ste 150, Albuquerque, New Mexico 87109 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

**RECITALS**

WHEREAS, the City requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the City desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. SCOPE OF SERVICES**

A. **Services.** Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the City has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the City the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the City, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. **Changes to Services.** A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the City, no agent, employee, or representative of the City is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Manager, or a person expressly authorized in writing to direct the Contractor's services.

## II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until **March 31, 2022** or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. The City reserves the right to terminate this Agreement upon notice effective immediately in case of pandemic or other health crisis at any time after a declaration by the City in accordance with C.R.S. § 24-33.5-709. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the City and such documents, data, studies, and reports shall become the property of the City; and

3. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the City within thirty (30) days of the date of termination; thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In

the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the City, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

### III. REPRESENTATIVES AND SUPERVISION

A. City Representative. The City representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the City Manager or his or her designee ("City Representative"). The City Representative shall act as the City's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Maureen Paz de Arujo, Project Manager ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the City.

C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the City's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

#### IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Two Hundred Fifty-Six Thousand Dollars and No Cents (\$256,000.00)** (“Not-to-Exceed Amount”) unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the City. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as follows:

- If this box is checked, the City shall pay Contractor on a time and materials basis in accordance with the amounts and rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses. Final payment may be requested by the Contractor upon completion and the City’s acceptance of all work or Services as set forth in **Exhibit A**.
- If this box is checked, the City shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on \_\_\_\_\_.

B. Receipts. The City, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the City’s interest. The City, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the City without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services

- Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

D. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

**V. PROFESSIONAL RESPONSIBILITY**

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

**VI. INDEPENDENT CONTRACTOR**

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state



laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

**CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for any award, judgment, or fine against the City based on the position the Contractor was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

## VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes. The Contractor shall secure and maintain the following ("Required Insurance"):

- Worker's Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.

- Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
- Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
- Professional Liability (errors and omissions) insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy. For any and all insurance policies required hereunder, Contractor shall waive subrogation rights against the City.

C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the

Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the City, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the City immediately upon demand by the City. At the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

## **VIII. INDEMNIFICATION**

A. Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. WORKERS WITHOUT AUTHORIZATION**

The Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any workers without authorization. By entering into this Agreement, the Contractor certifies as of the date of this Agreement it does not knowingly employ or contract with a worker without authorization who will perform work under this public contract for services and that the Contractor will participate

in the e-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Contractor is prohibited from using the e-verify program to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with a worker without authorization. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the worker without authorization within three (3) days of receiving the notice regarding the Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. The Contractor is required to comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by this Agreement.

## **X. REMEDIES**

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or
4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## **XI. RECORDS AND OWNERSHIP**

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act (“CORA”), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City’s records retention and disposal policies. Those records which constitute “public records” under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor’s willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor’s right to defend against disclosure of records alleged to be public.

B. City’s Right of Inspection. The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Castle Pines upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the City.

D. Return of Records to City. At the City’s request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

## **XII. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Douglas County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first-class United States Mail, to the party at the address set forth below.

**If to the City:**

**If to Contractor:**

City of Castle Pines Attn: City Manager 360 Village Square Lane, Suite B Castle Pines, Colorado 80108	Wilson & Company Attn: Scott Waterman, PE 990 South Broadway, Suite 220 Denver, CO 80209
With Copy to: Castle Pines City Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to: Wilson & Company Engineers & Architects P.O. Box 94000 Albuquerque, NM 87199

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do 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, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the City and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Protection of Personal Identifying Information. In the event the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party services providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Castle Pines and the Contractor and bind their respective entities.

U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGES FOLLOW*



**THIS AGREEMENT is executed and made effective as provided above.**

**CITY OF CASTLE PINES, COLORADO:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tobi Duffey, City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

\_\_\_\_\_  
Linda Michow, City Attorney

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of Wilson & Company, Inc., Engineers and Architects, a Kansas corporation.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public  
*(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))*

**EXHIBIT A**  
**SCOPE OF SERVICES**

*[see attached]*

## **1.0 Project Description**

The Pre-NEPA traffic study for the I-25/Happy Canyon Road intersection will confirm and refine analysis and recommendations from two previous studies that were completed by Douglas County. The effort will examine and update future land use assumptions for an expanded study area and will include more rigorous traffic operations analysis including VISSIM microsimulation as needed to evaluate dynamic traffic flow interactions. The analysis will also be expanded to include multimodal and travel demand management effects on traffic operations and mobility. Travel demand forecasting, traffic operations analysis and alternatives development methodology will be conducted at a level of detail that will be required for incorporation into a future NEPA-level study. A 2050 planning horizon and the current DRCOG travel model data sets will be used for the updated analysis.

## **2.0 Previous Studies**

The first study developed conceptual interim and ultimate interchange improvement recommendations and cost estimates. A PEL-like approach was used supported by the 2035 DRCOG Compass model. Land use and trip generation assumptions for the analysis included review and refinement of DRCOG model housing and employment within the interchange study area adjusted to include Shea Canyons Phase 1 development and the base Castle Pines Town Center PUD. Traffic operations analysis used Synchro, SimTraffic, RODEL, and HCS analysis tools. Deliverables included, cost estimates, identification of interim and ultimate preferred alternatives, and Interchange Access Request (IAR) documentation.

The focus of the second study was quantification of the distribution of traffic generated by new development to I-25/Happy Canyon Road, I-25/Castle Pines Parkway, and Crowfoot Valley Road routes for ingress/egress to the study area. Approved development located south of Castle Pines Parkway/Hess Road and north of the I-25/North Meadows Parkway interchange was included in the analysis. Estimates for new development traffic were processed using ITE rates with internal, pass-by, diverted trip reductions. External development traffic was distributed in accordance with regional traffic patterns. The 2040 DRCOG Focus travel model was used for the analysis as “background” regional traffic. Land use assumptions were reviewed for study area DRCOG Traffic Analysis Zones (TAZs) to assess the extent to which new development had already been included in the forecasts and background traffic was adjusted as needed.

## **3.0 Project Coordination and Controls**

**3.1 Project Management** – Monthly project status reports will be submitted in conjunction with monthly billings along with forms required by the Town of Castle Pines, with regular meetings and/or telephone calls to discuss project progress.

**3.2 Project Schedule** – A master project schedule will be prepared to include all per-NEPA traffic analysis activities. A preliminary draft project schedule can be found in Exhibit A. The project schedule will be updated and included with monthly progress reports.

**3.3 Internal Team Meetings** – Internal meetings will be held during development of the Study. A total of 12 internal meetings are anticipated, on an average of one per month.

3.4 Agency Scoping - Up to four coordination meetings that will include staff from the local jurisdictions, CDOT, and FHWA are anticipated, including:

- One kick-off meeting to discuss available data and calibration parameters.
- One meeting to discuss calibration results.
- One meeting to discuss preliminary model results.
- One meeting to present revised model results.

3.5 Meeting Notes – The minutes will be typed and provided to the Project Manager within seven (7) working days after the meeting. When a definable task is discussed during a meeting, the minutes will identify the “Action Item,” the agency responsible for accomplishing it, and the proposed completion date.

Deliverables:

- Monthly project status reports in conjunction with monthly invoices
- Master project schedule
- Meeting notes

#### **4.0 Conceptual Design**

One interim interchange alternative and three ultimate interchange alternatives were previously developed for the Douglas County studies. The three alternatives included a diamond with roundabout intersections, a diamond with signalized intersections, and a single point urban interchange.

4.1 Design - Wilson & Company will update the ultimate interchange alternatives supported by updated travel demand forecasts and traffic operations analysis. It is assumed that no additional interchange alternatives in whole will be developed.

4.2 Cost Estimates – Conceptual cost estimates will also be updated for each alternative, based on more current cost data and any updated concept design due to update traffic analysis.

4.3 Each alternative update will include an analysis of interim phase feasibility to identify if phased construction improvements are a possibility and how. Any traffic analysis of implementation phases is assumed to take place in future phases of these services and not included herein.

#### **5.0 Traffic Modeling and Analysis**

##### **5.1 Travel Demand Forecasts**

Macroscopic modeling, supported by a DRCOG Focus 2.5 travel model base, will be used to evaluate traffic origin-destination patterns and to establish the degree to which new development is contributing to the need for capacity improvements to the interchange. The macroscopic modeling results will also be used to generate traffic inputs to traffic operations analysis for existing conditions, opening year conditions and future conditions. Three “build” alternatives and a “no action” alternative will be modeled for future conditions.

The consultant shall work with the local agencies, DRCOG, and CDOT to determine the appropriate level of macro level modeling for the project. The 2050 DRCOG FOCUS 2.5 travel demand model scenarios will be used to complete the travel forecasting. It is anticipated that the likely alternatives will maintain all

directional movements and access will be similar. Therefore, a need for macro level modeling for individual alternatives will not be required. It is assumed that the following scenarios will be required:

- Existing Conditions (2020)
- Opening Year (TBD) – with and without (No Action) improvements
- Planning Horizon (2050) - with and without (No Action) improvements

Macro level modeling, using the FOCUS 2.5 model as a tool, will be completed to evaluate travel patterns, to identify traffic splits for development and non-development traffic generators, to identify external versus internal traffic shares, and to assist alternative development and traffic operations analysis for alternatives. Select link analyses at the interchange and various land use sensitivity analyses will be used for these purposes. Future daily link volumes and peak hour turning movement volumes shall be prepared along with processing raw model volumes using NCHRP 255/365 techniques to ensure reasonableness.

The outcome of this task is DRCOG concurrence and approval of the methodology and stakeholder acceptance of the results including the following deliverables:

- Methodology memo
- Daily and peak hour volume maps and tables for all scenarios
- Mainline, ramp volumes, and weave volumes; intersection turning movement volumes; and all other future forecast volumes necessary for the traffic operations modeling.
- Draft technical memo (as one section of an overall traffic technical memo)
- Comment response matrix
- Final technical memo (as one section of an overall traffic technical memo)

## 5.2 Micro-Simulation Traffic Analysis

Micro-simulation analysis of the interchange to support the evaluation of the freeway mainline, ramp, and intersection operations. The analysis shall include the on and off ramps and will include of the adjacent North Meadows Parkway and Castle Pines Parkway interchanges to prepare for future NEPA analysis (1601 and IAR requirements). The proposed scope of work is in response to FHWA and CDOT requirements to supplement Highway Capacity Manual level of service analysis within oversaturated conditions. An outline of the traffic operations analysis scope follows:

**Software** - VISSIM micro-simulation software will be the primary tool that will be used for the traffic operations analysis. Synchro/SimTraffic Software and RODEL may be used to supplement the arterial road network analysis and determine signal progression. Other traffic simulation and/or analysis tools may be used to expedite the analysis if level of detail provided is consistent with the complexity of traffic interaction that needs to be represented.

**Analysis Area** - The detail analysis for I-25 will include the Castle Pines Parkway Interchange on the north and the North Meadows Interchange on the south. And along the Happy Canyon Road Corridor, the detailed analysis will extend from the Legae Road on the west and Canyonside Boulevard on the east. The analysis shall include all intersections along Happy Canyon Road, as well all mainline, ramp, and weave sections on I-25 within the study area for existing, opening day, future no-action, and for the future alternative scenarios.

**Methods and Assumptions** - A Methods and Assumptions memo will be completed and submitted to CDOT and FHWA for agreement with proposed modeling methods, data collection efforts, and limits of modeling Detailed Base Geometries – incorporated into the base model networks, with consideration of CDOT’s I-25 Managed Motorway ramp metering project and other potential future projects that may affect the alternative analysis process.

**Model Calibration – The Consultant will collect current (existing) traffic counts as agreed to in the Methods and Assumptions memo completed prior.** Existing I-25 mainline traffic counts per lane, available freeway speed data, and AM and PM peak period turning movement counts will be utilized to prepare peak period existing conditions VISSIM models. New traffic counts will be compared to pre-COVID traffic counts to determine what data is most appropriate to use for this Project. Peak period observations of existing traffic conditions during the peak periods, including queue lengths and speed estimates, will be conducted. Model parameters will be adjusted as needed to develop existing conditions VSSIM models with freeway speeds, link throughput, and observed queue lengths, to meet FHWA requirements as outlined in the FHWA Modeling Toolbox.

CDOT Traffic Forecasting and Analysis Guidelines (see <https://www.codot.gov/library/traffic/traffic-manuals-guidelines/traffic-analysis-forecasting-guidelines/traffic-analysis-forecasting-guidelines>) will be adhered to.

**Model Scenarios** - For each alternative, provide AM, noon, and PM peak periods traffic model results for Opening Year (TBD) and 2050 forecasts. The length of each peak period will be determined from existing traffic counts. Multiple models will be completed for each scenario and the results reported will be an average of those runs. The number of runs required will be established during model calibration. Model scenarios may include, at a minimum:

- Existing – 2020 (for model calibration)
- No action – 2020 (for model calibration)
- No action – Opening Year – will be determined during study based on phasing.
- No action – 2050 (Horizon Year)
- 2050 alternatives (up to three alternatives)

**Measures of Effectiveness** – Model results will be compared based on the Methods and Assumptions memo, and may include:

- Average speeds along the freeway mainline between interchanges.
- Queue lengths at observed intersection hot spots.
- Throughput on the mainline freeway and along Lincoln Avenue
- Hours of delay
- Travel time
- Vehicle density

**Traffic Operations** - The no-action and build alternatives will be analyzed with the traffic projection data to identify the impacts and benefits on traffic operations. Measures of effectiveness (MOEs), as identified in the Methods and Assumptions memo, will be included in the analysis for the study area freeway system and the local street intersections.

City of Castle Pines  
Happy Canyon Interchange Pre-NEPA  
Scope of Work

Wilson & Company, Inc. Engineers & Architects  
September 3, 2021

Technical memoranda, including all assumptions, in advance of the preliminary future model results (agency coordination) meetings; and these memorandums will become reference documents for the future NEPA study. These memoranda will document the modeling study area that clearly summarize the corridor issues in a problem statement, data collected and utilized, methodology, forecasting, and calibration steps. Final documentation will include details of the model scenario results and anticipated traffic operations within the study area.

#### **6.0 Traffic Distribution Technical Memo**

Updated analysis results from tasks included in scope categories 5.1 and 5.2 will be used to update the Traffic Distribution Technical Memo that was developed for Douglas County. Both the full technical memorandum and the summary technical memorandum will be updated supported by findings from this study.



**EXHIBIT B**  
**COMPENSATION**

*[see attached]*

<b>Project Number:</b>		<b>PCN:</b>	N/A
<b>Description:</b>	I-25/Happy Canyon Pre-NEPA Traffic Analysis		
<b>City Project Manager:</b>	Michael Penny		
<b>Wilson Project Manager:</b>	Maureen Paz de Araujo		

	Wilson & Company								Total Hours / Cost
	1	2	3	4	5	6	7	8	
Senior Transportation Planner/Modeler - Araujo (PM)		Senior Traffic Engineer - Renner	Senior GIS Analyst - Haugh	Traffic Eng - Yoder	Traffic EIT - McCool	Roadway Eng - Zamarripa	Roadway EIT - McCool	Admin	

**TASK DESCRIPTION**

Section 3. Project Coordination and Controls	1	2	3	4	5	6	7	8	Total Hours / Cost
3.1 Project Management (2 hours/wk for 5 months)	45							10	55
3.2 Project Schedule	8								8
3.3 Internal Team Meetings	16	16		16		16			64
3.4 Agency Scoping Meetings	12	12				12			36
3.5 Meeting Notes		16		16					32
<b>Section 3 SUBTOTAL - Project Coordination and Controls</b>	<b>81</b>	<b>44</b>	<b>-</b>	<b>32</b>	<b>-</b>	<b>28</b>	<b>-</b>	<b>10</b>	<b>195</b>
	\$ 18,872	\$ 7,229	\$ -	\$ 4,110	\$ -	\$ 2,192	\$ -	\$ 1,015	\$ 33,418

Section 4. Conceptual Design	1	2	3	4	5	6	7	8	Total Hours / Cost
4.1 Design - Update 3 Current Concepts		24				60	60		144
4.2 Update 3 Conceptual Cost Estimates						36	36		72
4.3 Develop Implementation Phase Feasibility		16				40			56
<b>Section 7 Subtotal - Design</b>		<b>40</b>				<b>136</b>	<b>96</b>		<b>272</b>
	\$ -	\$ 6,571	\$ -	\$ -	\$ -	\$ 10,649	\$ 9,176	\$ -	\$ 26,396

<b>Project Number:</b>		<b>PCN:</b>	N/A
<b>Description:</b>	I-25/Happy Canyon Pre-NEPA Traffic Analysis		
<b>City Project Manager:</b>	Michael Penny		
<b>Wilson Project Manager:</b>	Maureen Paz de Araujo		

	Wilson & Company								Total Hours / Cost
	1	2	3	4	5	6	7	8	
Senior Transportation Planner/Modeler - Araujo (PM)		Senior Traffic Engineer - Renner	Senior GIS Analyst - Haugh	Traffic Eng - Yoder	Traffic EIT - McCool	Roadway Eng - Zamarripa	Roadway EIT - McCool	Admin	

Section 5. Traffic Modeling and Analysis	1	2	3	4	5	6	7	8	Total Hours / Cost
<b>5.1 Travel Demand Forecasts/Land Use</b>									
5.1.1 Model Acquisition, Setup, FHWA/DRCOG Concurrence	16								16
5.1.2 Project Area Identification, Project Area Model Validation/Methodology Memo	40								40
5.1.3 Baseline Model Runs (Existing, 2050 No Build), Raw Assignment Smoothing	40								40
5.1.4 Land Use Scenario Analysis/Sensitivity Testing	40		16						56
5.1.5 Selected Link Analysis: Estimate Internal (I), I-X/X-I, Thru (X-X) Shares	24			24					48
5.1.6 Alternatives (3) Model Runs, Raw Assignment Smoothing	40			40					80
5.1.7 Volumes(O-D) Data Preparation for Micro-Simulation Scenarios (3)	40			40					80
5.1.8 Traffic Forecasts/Traffic Impacts Technical Memorandum	40		16	16					72
<b>5.2 Micro-Simulation Traffic Analysis</b>									
5.2.1 Data Collection				24	40				104
5.2.2 Methodology & Assumptions Technical Memorandum		12							12
5.2.3 Existing Conditions Modeling - 2 Models		16		100					116
5.2.4 Traffic Signal Timing Optimization in Synchro for all Models		16			60				76
5.2.5 No Action Opening Year - 2 Models									
5.2.6 Opening Year Alternatives Modeling (3 Alternatives x 2 Models = 6 Models)		40			60				100
5.2.7 No Action 2050 - 2 Models		32			100				132
5.2.8 2050 Alternatives Modeling (3 Alternatives x 2 Models = 6 Models)		32			80				152
5.2.9 VISSIM Data Extraction/MOE Summaries		40		16					72
5.2.10 Interchange MicroSimulation Model Technical Memo									
<b>Section 5 Subtotal Traffic Analysis</b>	280	188	72	516	140				1196
	\$ 65,236	\$ 30,886	\$ 9,033	\$ 66,276	\$ 13,382	\$ -	\$ -	\$ -	\$ 184,812

	1	2	3	4	5	6	7	8	Total Hours / Cost
<b>Total Hours</b>	361	272	72	548	140	164	96	10	1663
<b>Total Labor Cost</b>	\$ 84,108	\$ 44,686	\$ 9,033	\$ 70,386	\$ 13,382	\$ 12,841	\$ 9,176	\$ 1,015	\$ 244,626
<b>Traffic Counts by Vendor</b>	Estimated cost for a vendor to count and provide data based on Methods and Assumptions								
<b>Expenses*</b>	Mileage and Miscellaneous (To be approved prior by Castle Pines)								
<b>Total Estimated Cost for Services</b>	\$ 256,000								