

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and Emprise Concepts, an LLC authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for the **Pine Drive and Pine Lane Improvements Project, Douglas County Project Numbers CI 2020-019 and CI 2020-020**; and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: **Brolin Bundy, P.E., Project Manager**, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **Nine Hundred Eighty Thousand (\$980,000.00)** for fiscal year **2024**. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on **August 28, 2024**, and terminate at 12:00 a.m. on **June 30, 2026**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8a. INDEMNIFICATION-GENERAL: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees. Further, this indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the

right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to:	Brolin Bundy, P.E., Capital Improvements Project Manager Douglas County Department of Public Works 100 Third Street, Suite 220 Castle Rock, CO 80104 (303) 660-7490 E-mail: bbundy@douglas.co.us
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with a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 (303) 660-7414 E-mail: attorney@douglas.co.us
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and by the County to:	Preston Petty, P.E. Emprise Concepts P.O. Box 384 Evergreen, CO 80437 Phone: 303-385-7178 E-mail: prestonp@empriseconcepts.com
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Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time

designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to 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, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners. Notwithstanding the foregoing, upon completion of the project, Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Contract in client proposals for the purposes of establishing work experience.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, such as, but not limited to, natural disasters of overwhelming proportions, exceptional adverse weather conditions, acts of God, acts of war, strikes, work stoppages, fire or other catastrophic casualty or action of non-party government authorities.

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

Emprise Concepts, LLC

BY: [Signature]

Printed Name Jacob Grasmick

Title: Principal

DATE: 8/6/2024

ATTEST: (if a corporation)

Kerri Madison

Title: Operations Associate

Signature of Notary Public Required:

STATE OF Colorado)

COUNTY OF Jefferson)

ss.



The foregoing instrument was acknowledged before me this 6th day of August, 2024, by Kerri Madison.

Witness my hand and official seal

My commission expires: 3/3/2026

[Signature]
Notary Public

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

APPROVED AS TO CONTENT:

_____, CHAIR Date

DOUGLAS J. DEBORD Date
COUNTY MANAGER

ATTEST

Deputy Clerk Date

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

JANET HERMAN, P. E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT: APPROVED AS TO LEGAL FORM:

ANDREW COPLAND **Date**
Director of Finance

Chris Pratt **Date**
Senior Assistant County Attorney

REVISED SCOPE OF SERVICES
Construction Management, Inspection, and Material Testing associated
with the Pine Drive and Pine Lane Improvements, Douglas County Project
Numbers (CI 2020-020 and CI 2020-019)

Estimated Construction Start Date:
Construction Schedule:

April 1, 2024
April 2024 to October 2025

Project Background:

Douglas County selected **Emprise Concepts** (the “CONSULTANT”) to provide professional services including inspection and materials testing services, as well as senior construction management/project management support associated with the construction of this project which consists of widening Pine Drive and Pine Lane. Pine Drive will be reconstructed and widened to extend the 4-lane roadway section from Lincoln Avenue to approximately 900 feet north of the Pine Drive/Pine Lane Intersection. Pine Lane will be widened from Dixon Drive to Pine Drive and will include a thru lane in each direction and a center turn lane. The improvements will also include traffic signals at both the Ponderosa Drive and Pine Lane intersections.

The project will be primarily managed by Douglas County staff, but occasionally additional support from the CONSULTANT will be required.

Definitions:

Douglas County Representatives - The County Representatives are responsible for review and authorizing approval of interim and final payments as well as any changes to the contracts for the CONSULTANT and sub-consultants.

CONSULTANT - The individual, firm, or corporation under contract with the County to perform construction services as outlined below in this RFP and as identified in the final SOW reflected in the final negotiated executed contract.

CONSULTANT Contract Manager – The CONSULTANTS Professional Engineer in responsible charge of CONSULTANT services performed as described in this RFP and in the final SOW negotiated for the proposed CONSULTANT service contract with Douglas County. The CONSULTANTS Professional Engineer must be licensed in the State of Colorado. The CONSULTANT Project Engineer shall be a Colorado Licensed Professional Engineer.

CONSULTANT Project Manager - The CONSULTANTS employee who administers the CONSULTANT contract with the County. The CONSULTANT Project Manager works under the responsible charge of the County Engineer and who will also work closely with County Representatives. The CONSULTANT Project Manager, if a Professional Engineer licensed in the State of Colorado, may be the same person as the CONSULTANT Contract Manager. The CONSULTANT Project Manager is NOT required to be a licensed Professional Engineer (P.E.) and if the CONSULTANT Project Manager is not a P.E., then the CONSULTANT shall provide P.E. oversight as needed via the CONSULTANT Contract Manager.

Contractor - The individual, firm, or corporation under contract with the County to construct the proposed improvements.

Contract Type / Compensation and Project Staffing Plan:

Emprise Concepts and Douglas County have finalized the Scope of Work and have agreed upon a contract value of \$980,000, outlined in Exhibit B, for professional services. The County will utilize its standard Public Contract for Services (PCS) on this project. Contract negotiations were based on a Specific Rate of Pay (SROP) format utilizing an approved, Federal audited overhead rate structure with current, specific direct rates by employee. Both the federal audited overhead rate and direct rates for employees will be adjusted annually at the time of renewals for billing purposes. The fee portion of the SROP is set at eight and one half percent (8.5%).

Work shall not commence until the written Notice to Proceed is received by the CONSULTANT and shall be completed in the time specified, unless extended via an executed contract amendment.

Starting approximately **March 1, 2024**, the project anticipates utilizing approximately:

- 1 Consultant Project Manager (Kent Austin)
- 1 Inspector (Maggie Schaffer)
- 1 Inspector/Materials Tester (Isaac Torres)
- 1 Part Time Schedule Review Professional (Rich Lavino)

The proposed staffing plan will be utilized to cover both day and night shifts, therefore not requiring the use of additional staff in most situations. Night work operations are typically limited to a small number of specific operations which can be covered by a few individuals and not require the use of the full team. Swing shifts, staggered shifts, and split shifts will also be utilized to provide key project personnel on site during critical construction activities. Additional Material Testing Technicians may be required for consecutive or multi-locational work as needed.

Project Manager Qualifications

The Project Manager shall be permanently assigned to the project on a part-time basis and shall be responsible for the administration of the construction contract. The Project Manager shall have a minimum of six (6) years of experience in related road and bridge construction and responsible for supervising the work of the project Inspectors and Material Testers. The Project Manager shall have thorough knowledge of the use and completion of Douglas County and CDOT forms and documentation, including the CDOT Construction Manual, the CDOT Materials Manual, and the CDOT Inspector's Checklist.

Inspector Qualifications

The Project Inspector shall be permanently assigned to the project and shall perform all materials inspection and construction documentation as required by CDOT standards and directed by the Project Manager. The Inspector performing the inspection shall be fully experienced in all

phases of construction that will be encountered on the project including but not limited to: excavation and embankment, concrete construction, traffic signals, drainage, and asphalt paving. The Inspector shall have a minimum of three (3) year experience in related road and bridge construction. The Inspector shall have thorough knowledge of the use and completion of standard inspection and documentation forms, including the CDOT Construction Manual, the CDOT Materials Manual, and the CDOT Inspector's Checklist. References of inspection experience shall be available for all staff, and may be requested at any time during the Contract.

Materials Tester Qualifications

The materials testers shall be certified ACI Concrete Field Testing Technician Grade 1, CAPA Level AB and WAQTC. Tester shall also have necessary certification for handling and operating Nuclear Moisture/Density Gauge. Tester shall be familiar with LIMs, the Field Materials Manual and the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction and have minimum one (1) year experience on roadway projects.

Conditions Applicable to all Consultant Personnel: Overtime / Travel Pay / Commute Miles:

Personnel qualifications, staffing level, and number and types of vehicles shall be subject to the approval of Douglas County. The CONSULTANT shall assign permanent personnel for the duration of the Contract unless otherwise approved by Douglas County. Employees required to operate vehicles must possess and maintain a valid State of Colorado driver's license. The CONSULTANT Project Manager permanently assigned to a project shall be competent in road and bridge construction and be thoroughly familiar with Douglas County specifications, manuals, forms, and documentation requirements including quantity tracking software products such as Microsoft Excel. The level of qualification provided shall be as requested and approved by Douglas County.

Overtime hours will be billed to Douglas County at the same rate as regular, non-overtime hours. For CONSULTANTS/sub-consultants that regularly work at the jobsite, Labor Hours shall not include travel time to get to and from the jobsite - travel time will not be paid for travel to and from the project or to and from permanent or temporary residences. Commuting mileage and travel time hours will only be paid for travel to and from the jobsite to Project specific meetings held offsite at Douglas County and / or the CONSULTANTS / sub-consultant's Front Range offices. Mileage for travel while on the jobsite will be paid for at the applicable State rate or as established is the final contract. Since a field laboratory will not be present on-site, mileage and time charges will be allowed from the materials tester for the purposes of transporting testing samples to their materials laboratory.

Construction Management and Materials Testing Services:

The CONSULTANT will assist the County by providing the following construction administration and observation services:

1. Upon receipt of Notice to Proceed, the CONSULTANT shall meet with the County to

coordinate and schedule the required staffing and work prior to active construction. The CONSULTANT shall complete all work in accordance with the approved schedule or as approved by County representatives.

2. Douglas County anticipates a contractor Notice to Proceed date of **March 1, 2024**. The CONSULTANT services shall be provided based on the estimated man-hours and fees including but not limited to the following: administrative services, review and approval of various contractor submittals, pay applications, change orders, and other CONSULTANT staff services required for this project. Unless noted otherwise, all travel time of CONSULTANT staff and their sub-consultants to the project site, any vehicle costs, laptop computer and cellular phone charges, shall not be billed to the project separately, but shall be included in the overhead multiplier. Since a field laboratory will not be present on-site, mileage and time charges will be allowed from the materials tester for the purposes of transporting testing samples to their materials laboratory.
3. The contractor's completion date for the project is anticipated to be **October 31, 2025**; however, the CONSULTANT shall anticipate providing limited hours to assist in observing the completion of punch list items and as needed to close out the project - which may extend to **December 31, 2025** but will require only part-time offsite CONSULTANT assistance to the County.
4. The CONSULTANT shall assist the County in conducting the pre-construction conference to be held prior to any construction activity. The pre-construction conference to be attended by the CONSULTANT, the County, the Engineer, the contractor, the surveyor, any sub-consultants, and any affected utilities. At this meeting the project schedule and the responsibilities of each party will be outlined. The CONSULTANT shall take the meeting minutes; and submit these to the County for final review and approval, prior to the CONSULTANT distributing meeting minutes to all attendees.
5. During construction, consult with and advise the County and as directed, act as the County's representative. As directed, the CONSULTANT shall have authority to act on behalf of the County to the extent provided in the construction Contract Documents, except as otherwise directed in writing by the County and as established in the Pre-Construction Conference.
6. The CONSULTANT shall be on site to observe and inspect the contractor's daily work (where a major portion of the CONSULTANTS time is spent observing the work in progress), evaluate the quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents, and make recommendations to the contractor and the County of the need for corrective action. The CONSULTANT shall keep the County representative informed on a daily basis as to how the work is progressing and notify the County immediately about deficiencies and issues of noncompliance.
7. The CONSULTANT representative(s) shall be required to inspect all major items of work as it progresses on a daily basis, which will include daily inspection of traffic control for compliance with the approved / applicable Method of Handling Traffic (MHT) for the various construction phases. The CONSULTANT shall provide knowledge in additional traffic control

management resources such as the MUTCD, Smart Work Zone technologies, quick clearance, incident management, and other real time public information strategies; and incorporate these resources and technologies in making recommendations to Douglas County.

8. The CONSULTANT may be required to work weekends and extended hours at rates shown in Exhibit B, (Any overtime premium the CONSULTANT must pay its employees shall be included in the hourly rates submitted and not the responsibility of Douglas County). The combination of construction management and materials testing hours per week may vary depending on the Contractor's schedule of the various activities required for this project. There may be suspended work periods at the County or Contractor's discretion. The County will require the contractor to provide notification of their intent to work the weekends as noted in the Contractor's Contract with Douglas County in order to provide the CONSULTANT adequate time to provide staffing for the project on weekends.
9. The CONSULTANT shall review necessary shop drawings, diagram illustrations, brochures, catalog data, mix designs, materials, traffic control plans, schedules, soils samples, results of material testing (including slump tests, density and moisture tests), inspections and other data which the contractor is required to submit, as requested by the County, to determine conformance and compliance with the Contract Documents; collect from the contractor certificates of inspections, shipping / scale tickets (including, but is not limited to the following items: aggregate base course, topsoil, HBP, concrete paving, riprap, structural concrete, reinforcing steel, erosion control devices, culverts, traffic control devices), in accordance with the Contract Documents.
10. The CONSULTANT shall be given direction to issue instructions directly to the contractor on behalf of the County. The CONSULTANT may, as the County's representative, require special inspection or testing of the work. As directed by the County, the CONSULTANT will make recommendations or decisions, where warranted, on claims of the County and the contractor(s) relating to the execution and progress of the work and other matters and questions related thereto.
11. The CONSULTANT will review the contractor's monthly progress payment application and supporting data and compare with the CONSULTANTS independent daily inspection reports, and said inspection reports should include documentation of daily quantities completed, as this information is needed in order to determine / confirm the amount owed to the contractor(s) and submit appropriate recommendations for payment to the County for such amounts as deemed appropriate. The CONSULTANTS recommendation shall constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the CONSULTANTS knowledge and professional opinion, the quantity and quality of the work is in accordance with the Contract Documents.
12. As directed by the County, the CONSULTANT shall work with the contractor and review the contractor's efforts to coordinate utility relocation work required for this project. The CONSULTANT shall document in the daily logs the contractor's progress with utility coordination and notify the County of outstanding issues.

13. The CONSULTANT shall assist the County in scheduling and conducting the weekly progress meetings, which includes assisting in contacting the impacted parties. The weekly meetings should be attended by the County, other agencies, the impacted utility companies, metro-district(s), construction surveyor, engineer (as required), traffic control supervisor, the CONSULTANT (and sub-consultants when applicable), the contractor and subcontractors (as required).
14. The CONSULTANT shall assist in preparing written directions to the contractor, as directed by County representative; and such documents shall be reviewed and approved by the County prior to issuance. All formal correspondence issued should be serialized and stored in project records.
15. The CONSULTANT shall determine if the project conforms to the requirements of the Contract Documents, adheres to the contractor's project schedule, and evaluate if the contractor is progressing according to schedule. The CONSULTANT shall maintain a record of the contractor's revisions / updates to the project schedule and inform the County on a weekly basis of any concerns that the schedule is negatively impacted.
16. The CONSULTANT shall assist the County in conducting a formal inspection (walk-through) with representatives of the contractor to determine if the project is substantially complete and prepare a letter of "Substantial Completion" indicating uncompleted work (punch list items) for review and approval by the County prior to issuance.
17. The CONSULTANT shall assist the County in conducting the final inspection and evaluate whether the project has been completed in accordance with the Contract Documents, and that the uncompleted work identified in the punch list has been completed. The CONSULTANT shall submit any recommendations concerning project status, as it may affect the County's final payment to the contractor(s).
18. The CONSULTANT shall work with County staff to verify that all field revisions (as-built modifications) have been properly documented on the plans throughout the duration of the construction. The CONSULTANT shall review the contractor's as-built records on monthly basis (as part of pay application and quantity verification review) and inform the County and remind the contractor of his/her responsibility to keep the as built / as constructed modification / field revisions current within **seven (7) days** throughout the project duration.
19. The CONSULTANT shall verify pay quantities monthly as required to verify accuracy of the contractor's monthly progress payment applications using an excel spreadsheet or other suitable program agreed to by the County. This should be completed by the end of each month or as determined at the pre- construction meeting.
20. The CONSULTANT shall keep a daily log of events and an ongoing photo log of the project. A digital cloud-based storage system containing the entire photo log and all of the daily reports shall be kept current during the project and, upon request, made available for review by the County. The CONSULTANT representative shall have his/her own cell phone and

vehicle on site each day the CONSULTANT is required to work.

21. Material testing for this project shall be provided by the CONSULTANT and / or its sub-consultants. The CONSULTANT shall coordinate construction activities with the materials tester to ensure that all phases of work on each item are adequately tested for compliance with the plans and specifications.
22. The CONSULTANT will collect materials tickets and record the locations used as well as verify the quantities. All delivery tickets will be bound and submitted to the County at the end of the project or as directed by the County.
23. The CONSULTANT shall Maintain a daily diary for each day they perform work on the project. The contents of the all diaries shall be brief and accurate statements of progress and conditions encountered during the prosecution of the work, and sketches as needed for clarification and documentation. Editorial comments are not to be incorporated in the diaries or on any written correspondence applicable to the project. A copy of the daily diary shall be available to the County at the end of each workday and a copy shall be filed in the project records within one working day of its date.
24. The CONSULTANT shall use Electronic Documentation software and other efficient methods described in the proposal to maximize efficiency and minimize the time for project closeout.
25. The CONSULTANT shall coordinate material testing and review and distribute geotechnical report documents generated for the project. These reports shall include but shall not be limited to the following: concrete testing, asphalt testing, soils testing, and other materials testing as required in the Douglas County, MGPEC, and CDOT Specifications in accordance with the contract documents. Geotechnical staff/sub-consultants shall be responsible to have their work reviewed and approved by a qualified Professional Engineer.
26. Material Testing Services shall include but shall not be limited to the following:

Unclassified Excavation/Embankment Earthwork Testing: During unclassified excavation and embankment earthwork operations provide a qualified engineering technician to perform moisture-density tests of the backfill materials. These tests will be performed with a nuclear moisture-density gauge, using current ASTM procedures. Samples of the fill materials will be taken for laboratory testing and classifications. Frequency of testing shall be as directed by the County, consistent with the latest Douglas County Specifications at time of bid.

Subgrade Testing: Just prior to placement of the road base, the Contractor is required to scarify, moisture-condition and compact the subgrade materials. After completion of the subgrade preparation, provide an engineering technician to perform moisture-density tests of the subgrade soils materials. These tests will be performed with a nuclear moisture-density gauge, using current ASTM procedures.

Underground Utility Soils Testing: Test for compaction of underground infrastructure which includes but is not limited to the following: storm sewer culverts, water line and sanitary relocations and new installation (when applicable), electrical conduit, utility relocation related to improvement project, inlets, manholes, structures, and signal pole foundations. Frequency of testing shall be as directed by the County, consistent with the latest Douglas County Specifications.

Concrete Pavement and / or Structural Concrete Testing: ACI certified technician shall provide / perform slump, air content, temperature tests, unit weight and compressive strength of lab, field cured and cored samples for the ready-mixed concrete delivered to the site; and review of aggregate and mix designs. The CONSULTANT shall make frequent inspections to Batch Plant to observe plant operations, including observations of loading of aggregates. The frequency of testing shall be as directed by the County, but consistent with CDOT Field Materials Manual Procedures. Testing will be performed in accordance with current ACI and ASTM procedures. In addition, a Certified Technician shall provide / perform moisture-density tests of the structural backfill materials.

Hot Mix Asphalt (HMA) Testing: shall be tested for in-place density, asphalt content, gradation, maximum theoretical density, VMA, Lottman, and as required, by a LabCAT certified technician. Field core samples in order to verify thickness and density shall be observed by the CONSULTANT and the frequency of such shall be in accordance with the Contract Documents.

Engineering and Supervision: Identify costs of any and all administrative, engineering and supervision costs associated with the required materials testing services and any outside lab costs.

Construction Contractor Schedule Submittal Reviews

Baseline schedule review will include a check of items listed in the CDOT Standard Specifications and the Project Special Provisions. This is a “check the box” exercise. Examples for review include: are there open ends in the logic network, are there improper constraints, are contract milestones shown correctly, are maximum durations in line with the specifications, and is cost/resource loading required and provided? The next step is a project plans review to check if the workflow makes sense with work scope. Evaluate schedule to see if logic is tied correctly, for example, rebar activities are happening before concrete placement. For this specific project, we will do an analysis of utility conflicts to verify the sequences in the schedule make sense. The last step is to ensure the proposed phasing by the contractor makes sense and that the utility work is in line with their proposed phases.

Monthly update schedule reviews will compare the previous month’s update to the current update. Items checked are changes to the logic, changes to constraints, changes to original durations, and a check of best practices. Best practices include ensuring original, remaining, and actual duration changes are explained. Original durations should never change unless it is a level of effort (hammock) activity that moves with the schedule. Remaining durations

should only decrease or stay the same over time, they should never increase without explanation. Actual durations should only increase or match the original duration over time. If they decrease it should be explained as it may impact time impact evaluations. Aside from the technical aspects of the schedule update, all activity progress should also be verified by project staff, whether it's an inspector, an office engineer, or resident engineer.

Additional Requirements for This Project:

- i. Work Order Billings - The CONSULTANT will submit invoices of actual time and material cost to the County on a monthly basis. Billing rates used will correspond to rates contained in the contract between the CONSULTANT and the County. Rates submitted shall remain fixed during the CONSULTANT Contract / Agreement duration which is anticipated to extend through **December 31, 2025**.
- ii. The CONSULTANT's monthly invoices shall include copies of weekly time sheets for all employees and sub-consultants charging to this project. Furthermore, copies of the previous week's time sheets and daily inspection reports shall be made available to the County representative by Wednesday of the following week.
- iii. Status of the Contract - The CONSULTANT Contract Manager shall monitor the fiscal status of the contract and advise the Douglas County Representatives of any potential need to supplement their contract and associated notification shall be done in a timely manner and prior to incurring unforeseen or additional expenditures not previously authorized in writing by the County. Failure to monitor contract status and provide timely notification may result in discontinuation of the CONSULTANTS services. The CONSULTANT monthly invoice shall include monthly status reports per the approved guidelines and should also include detailed budget information for each CONSULTANT service category – identifying actual expenditures and estimating remaining CONSULTANT budgets for the projected workload associated with remaining construction activities and duration.
- iv. Insurance Required of CONSULTANT - The CONSULTANT is required to carry insurance coverage in accordance with Douglas County's standard PCS Contract Exhibit C which was provided to all CONSULTANTS as part of the short list selection process.
- v. Notwithstanding anything in this Agreement, the CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by County's construction contractors. Notwithstanding anything in this agreement, the CONSULTANT shall have no responsibility for the discovery, presence, handling, removal and disposal of, or exposure of persons to hazardous materials in any form at the project site. Notwithstanding anything contained in this agreement, the parties acknowledge that the CONSULTANT shall not be responsible for any claims, demands, suits, actions or proceedings to the extent the same are caused by the negligence of the County, the County's Contractor or its subcontractors or any other cause beyond CONSULTANTS control.

- vi. Labor, Materials, Vehicles & Equipment - The CONSULTANT shall provide CONSULTANT staff with the following:
- A suitable vehicle equipped with at least one (1) flashing, oscillating, or rotating amber beacon that shall be visible from 360° and a minimum of five hundred (500) feet in normal sunlight.
 - A cellular phone with texting and voicemail.
 - A state-of-the-art computer and printer with networking capability sufficient for accessing internet email through a project-supplied internet-service provider. Each computer shall be loaded with MS Office software (2010 version or later), including MS Word and MS Excel at a minimum.
 - Miscellaneous equipment (calculator, office supplies, safety equipment, etc.) required to perform the work (ASTM Certified Work Boots, ANSI Certified Hardhat (Z89.1 stamp and be High Visibility), Safety Glasses (Z87 stamp on the glasses/goggles) and Approved Safety Vest. (Meeting or exceeding ISEA for Class 3), including all applicable manuals.
- vii. The CONSULTANT shall furnish the CONSULTANT Materials Testing Technician with the following:
- CONSULTANT shall provide laboratory facilities for Asphalt Ignition Burn-Off testing and Concrete Compression testing. These facilities shall be located off the construction site, at a permanent materials-testing laboratory facility. Compensation for this equipment and testing will not be paid separately but shall be included in the hourly cost of the MTT assigned to the project.
- viii. The following equipment shall be furnished along with the MTT in sufficient quantity and in good working order (with current calibration) to promote accurate performance of all work required in a timely manner. Such equipment and supplies shall remain the property of the CONSULTANT.
- Nuclear Asphalt-Content Gauge;
 - Nuclear Moisture/Density Gauge;
 - Concrete air meter, slump cone, and other concrete testing equipment;
 - Sieves for aggregates and soil gradations;
 - Electronic scales;
 - Asphalt & A/C sample containers and small tools;
 - Proctor equipment for soil curves and one point tests;
 - Atterburg, Rice value, and Sand Equivalent equipment;
 - Sample drying equipment;
 - Concrete cylinder molds which meet AASHTO requirements except that paper molds shall not be used, and plastic molds shall not be reused;
 - Miscellaneous equipment for performing the required soils, asphalt and concrete tests.
 - Ignition Oven for determining asphalt binder content and RAP gradations meeting specifications of CPL 5120.

Exhibit B											
Emprise Concepts - Fee Estimate											
	Kent Austin	Maggie Schaffer	Bob Smith	Preston Petty	Megan Cohill	Isaac Torres	Quyen Lui	Rich Lavino	Cheryl Derrick		
Direct Rate	\$ 53.89	\$ 35.02	\$ 84.00	\$ 84.00	\$ 50.48	\$ 29.00	\$ 56.48	\$ 93.37	\$ 50.75		
Billing Rate	\$ 139.97	\$ 90.96	\$ 218.18	\$ 218.18	\$ 131.12	\$ 69.19	\$ 134.74	\$ 250.72	\$ 136.28		
Individual Hours										Total Hours	Loaded Labor
1.0 Preconstruction Services											
1.1 Project Setup	30	20			20					70	\$ 8,640.70
1.2 Preconstruction Conference	14	4	4	4		4	4			34	\$ 4,884.58
1.3 Submittal Review	40	40								80	\$ 9,237.20
2.0 Construction Inspection											
2.1 Inspection	390	2440				825				3655	\$ 333,612.45
2.2 Quantity Documentation	640	840								1480	\$ 165,987.20
2.3 Pay Application	186									186	\$ 26,034.42
2.4 Weekly Meetings	240	156	78			156				630	\$ 75,594.24
2.5 Schedule Review								200		200	\$ 50,144.00
3.0 Material Testing											
3.1 Earthwork Field Testing						360				360	\$ 24,908.40
3.2 Subgrade Field Testing						370				370	\$ 25,600.30
3.3 Concrete Field Testing						400				400	\$ 27,676.00
3.4 Asphalt Field Testing						250				250	\$ 17,297.50
3.5 Documentation						320	60			380	\$ 30,225.20
3.6 Compliance (CTRs & COCs)						120	60			180	\$ 16,387.20
3.7 Laboratory Testing Labor						425				425	\$ 29,405.75
3.8 Engineering Supervision							195			195	\$ 26,274.30
4.0 Final Inspection and Documentation											
4.1 As-Builts	80									80	\$ 11,197.60
4.2 Final Inspection & Punchlist	20	10								30	\$ 3,709.00
5.0 Invoicing											
5.1 Contract & Invoicing			4		66				18	88	\$ 11,979.68
	Hours Subtotal:	1,640	3,510	86	4	86	3,230	319	200	18	9,093
	Mileage:	3,700	5,600	500	0	500	18,000	0	0	0	28,300

Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least three (3) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but

not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County 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, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Megan Datwyler, Risk Manager

Date