

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 **Alfred Benesch & Company**, an Illinois C-corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for the **C-470 Trail & University Blvd. Pedestrian Grade Separation Project, Douglas County Project Number CI 2021-020**; 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 **Five Hundred Seventy Five Thousand Dollars (\$575,000.00)** 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 **November 6, 2024**, and terminate at 12:00 a.m. on **February 28, 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.

(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.

Alfred Benesch & Company

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

**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

Exhibit A - Scope of Services

C-470 Trail & University Blvd. Pedestrian Grade Separation

Douglas County is seeking to contract with an engineering consultant (the “Consultant”) to provide professional services related to construction management, inspection and materials testing for the C-470 Trail & University Blvd. Grade Separation Project located along the C-470 Trail at University Blvd.

C-470 Trail & University Blvd. Pedestrian Grade Separation Project

Federal Aid Project No. STU C470-047 (24258), Douglas County Project # CI 2021-020, which will construct an 8-span pedestrian bridge over University Blvd. and the C-470 westbound on/off ramps. Other minor improvements include ADA accessible ramps, trail connections, and MSE walls.

Staffing

The Consultant shall include an updated Staffing Plan to provide responsibilities as identified in the Final Scope of Work detailed in this **Exhibit A**. The Consultant shall take into consideration the duties and responsibilities provided by Douglas County and its assigns (see enclosed order chart). The Consultant Staffing Plan, will be the basis for Contract negotiations; and Douglas County reserves the right to modify the Consultant Staffing Plan (to incorporate or not incorporate suggestions submitted by the Consultant).

Utility Coordination - The Consultant shall engage with Douglas County, and the Contractor in weekly utility specific meetings to monitor utility owner schedules and hold them accountable per the Contract Utility agreements. The Consultant Team shall have expertise in Subsurface Utility Engineering (SUE) requirements to be applied in construction. The Consultant will request that the contractor includes utility coordination activities in their baseline project schedule, and provide updates with their payment application and monthly schedule update. Changes due to utilities will require a narrative, along with correspondence with impacted utility.

Traffic Phasing and Emergency Access - The Consultant shall engage with Douglas County and local first responders on a regular basis to discuss emergency access points throughout the project area. The Consultant team shall provide knowledge in additional traffic control management resources such as 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. Consultant will drive and record on video traffic conditions on a weekly basis and after all major traffic switches and during detour operations.

Public Information – The Consultant team will coordinate closely with Douglas County and the Contractor’s PR representatives to help identify project information for accuracy before the Contractor’s PR distributes to the stakeholders, local businesses and churches, the general public, the City of Centennial, City of Littleton, Highlands Ranch Metro District, Highlands Ranch HOA, and the biking community. Access changes to businesses and streets will need to be clearly communicated to the public. The Consultant shall review materials provided by Contractor related to construction phasing, detours, and road closures as part of the Consultant

CM team's duties. The Contractor's PR team will generally be responsible for fielding and responding to most citizen complaints. However, the more difficult concerns and responses, will require input and review from the Project CM team and the County representatives. Additionally, Douglas County has contracted with a separate consultant, (currently CIG), to assist the County with PR for projects throughout Douglas County; and the County may elect to engage CIG to provide additional Countywide public notifications when deemed appropriate for this project.

Drones will be utilized to fly the project up to four times as determined by the DCPM. Additionally, drones will be deployed to assist in providing project updates for preparing informational materials. Drone Deploy or approved alternative software that is capable of measuring from the collected data should be used to easily compare the project site against previous drone flights. The Consultant will be compensated for Drone operator time and mileage at rates approved by the County.

Conditions Applicable to all Consultants: Overtime / Travel Pay / Commute Miles

Overtime hours are not allowable per State Fiscal Rules. Labor Hours will be billed to Douglas County at the same rate as regular, non-overtime hours. For all Consultants and Subconsultants 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 CDOT, Douglas County and / or the Consultants / Subconsultant's Front Range offices. Mileage for travel while on the jobsite will be paid for at the applicable State rate or as established in the final contract.

The contract administration and active day-to-day administration and monitoring of this Contract will be delegated to the following County employee:

Ben Pierce, PE
Douglas County Project Manager
Mobile: 720-672-6245
Email: bpierce@douglas.co.us

The County Project Engineer will assist the Douglas County Project Manager with day-to-day tasks and may be delegated decision making authority as directed by the Douglas County Project Manager. The Project Engineer will be the following County Employee:

Brolin Bundy, PE
Douglas County Project Engineer
Mobile: 435-773-5845
Email: bbundy@douglas.co.us

General Requirements

The "Draft" Scope of Work (SOW) included in this **Exhibit A** which has been reviewed by Douglas County and reflects a plan of approach based on the known goals and supplemental staffing needs. The Consultant's analysis of the project goals and needs, its evaluation of the work elements, and its formulation of the work plan and associated staffing plan, coupled with its

understanding of and sensitivity to the key issues may produce new approaches or modifications to the Project's work elements identified in the Final SOW. Therefore, the Final SOW for the Project may change in some details to incorporate the Consultant's input provided in their proposal; and these accepted changes will be reflected in the final executed contract.

The positions described herein are anticipated needs. The County reserves the right to not utilize any of the positions listed or revise the list based on project needs, if at the time of construction, the County has available resources to staff the project from within.

Definitions

County Project Manager – The Douglas County Project Manager (the "DCPM") is the professional licensed engineer responsible for the project construction for the quality and successful completion of a transportation project. The DCPM is responsible for review and authorizing approval of interim monthly and final payment applications as well as approval of any changes to the contracts for all consultants and contractors. The DCPM will take into consideration the consultant's recommendations and suggested revisions to make changes to project related contracts.

County Engineer – The Douglas County representative assigned to assist DCPM during the construction phase of this project. Depending on the size and cost of the project, the DCPM may also serve as the County Engineer. In the DCPM's absence, the County Engineer will be

Consultant – The individual, firm, or corporation under contract with the County to perform construction services as outlined below in this draft SOW which reflects the final negotiations for the executed contract.

Consultant Professional Engineer – The Consultant's Professional Engineer in responsible charge of consultant services performed as described in the final SOW negotiated for the proposed consultant service contract with Douglas County. The Consultant's Professional Engineer shall be licensed in the State of Colorado.

Either the **Consultant Project Manager**, or the **Consultant Office/Field Engineer** may act as the Consultant Professional Engineer.

Consultant Project Manager – The Consultant's employee who administers the Consultant contract with the County. The Consultant Project Manager works under the responsible charge of the DCPM and / or the County Engineer.

Public Involvement – The County has retained a separate Public Involvement Consultant, CIG, to augment the Contractor's public involvement efforts. The Consultant CM team should expect to coordinate with the County's Public Involvement Consultant, by reviewing project specific information and graphics as directed by the DCPM.

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

Initial Project Meeting

The Consultant shall meet with the County project personnel to coordinate and schedule the required work prior to active construction. The Consultant shall complete all work in accordance with the approved schedule or as approved by Douglas County Representatives.

Work Duration

The time for the work described in this scope of work covers the period from Notice to Proceed to up to 90 days after final acceptance of the construction project. The estimated construction start date is **January 6, 2025**. Night work may be required between approximately 7 PM and 6 AM. Shifts are expected to be 8 to 10 hours in duration. Workweeks may be more than or less than the standard 40-hour week. The number and types of personnel may be adjusted up or down to meet project workload demands. It should be anticipated that during certain construction phases, the contractor may utilize both day crews and night crews simultaneously, the Consultant should have adequate staff to address anticipated additional staffing needs for the duration of this project.

The Consultant 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.

The Consultant will work with DCPM to adjust staffing needs to meet the project needs, with the understanding that staffing will need to be fluid and not necessarily a set number of staff members.

The anticipated contractor contract is **12 months** with an anticipated start date of **January 6, 2025**. Additional limited consultant services may be required up to 90 days after contractor final acceptance of the construction project. Since the extent of these additional consultant services are unknown at this time, the additional services needed beyond the initial **12 months** construction period will be addressed through a formal contract amendment to the original consultant contract with the County.

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. The Consultant anticipates utilizing InfoTech's Appia Software for project documentation. This documentation will include all daily diaries (CDOT Form 103 equivalent, this has been reviewed and accepted by CDOT Local Agency as an acceptable reporting method). The Software is available for review purposes by County Staff at no additional cost.

The Consultant shall have a demonstrated safety program and plan to address project incidents. The Consultant shall provide a safety plan that commits itself to a safe and healthy work environment for all employees. The Consultant shall review and comment on the Contractor's Safety plan with focus on safety aspect for the traveling public, safety of its workers, and safety of all personnel on site. The Consultant will provide a copy of Company safety manual. Safety measures will be highlighted at the start of each weekly meeting, pointing out past concerns or observations, and providing discussion points for upcoming work.

The Consultant shall provide part-time staffing to assist with the following services:

- Consultant Civil Rights Compliance
- Consultant Schedule Reviewer

Consultant Civil Rights Compliance

The County estimates 8 to 16 hours per week in to assist the County with Civil Rights compliance, and associated documentation and record keeping in accordance with CDOT's requirements to utilize B2Gnow and LCPtracker, utilizing CDOT's associated forms, which includes but is not limited to the following forms: 118, 205, 266, 208, 606, 832, 838, 1337, 1413, 1414, 1415, 1420, 1425, 1432, 1444, and FHWA Form 1273. As part of this position, the Consultant shall review certified payroll documentation provided by the Contractor and conduct random interviews of Contractor employees to determine if the Contractor is in conformance with CDOT's EEO/Labor Compliance policies. This work should be performed under the direction of the Consultant Project Engineer or the Consultant Office/Field Engineer.

Authorization to Proceed

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.

Beginning around November 15, 2024 through December 31, 2025, the County anticipates utilizing the Consultant as follows:

Consultant Project Manager (0 to 8 hours per week)
Office/Field Engineer (16 hours per week)
Senior Inspector (Full-time, (44 hours per week)

Full Consultant staffing is currently estimated to be needed within 1 to 2 months following the Notice to Proceed (NTP) given to the construction contractor. Depending on the contractor selected, additional Consultant services, (then mentioned above), may be warranted sooner.

Routine Billing & Reporting

The consultant shall provide the following on a regular basis:

- Monthly billing reports in formats suitable to Douglas County for all contract activities performed by consultant personnel authorized and performing work on this Project.
- Prepare a monthly payment drawdown schedule and a monthly cost project worksheet for budget tracking purposes as requested by the County.

The Consultant shall bear any costs related to delay of construction when the Consultant fails to provide qualified personnel when required. The Consultant's monthly payments may be withheld for that portion of the work for which the Consultant staff fails to provide accurate and timely reporting.

Status of Contract

The Consultant 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 Consultant's 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.

Additionally, if the Contractor selected is progressing slower than anticipated, the Consultant Project Manager and the Consultant Office/Field Engineer shall notify the County Project Manager of the concern and the need to adjust the Consultant staffing accordingly.

When the project is 50% complete in terms of construction costs, the Consultant will begin forecasting the overall contract cost to complete (Final project costs). This forecasting can be used by the County to adjust the contract amount, or potentially add scope should the project be tracking under the contract value.

General Work Description-

The Consultant shall provide support to the project staff through assignment of personnel to assist with project management and inspection responsibilities working closely with the DCPM and / or County Engineer on a daily basis.

The Consultant shall be available to assist the County in any project related Stakeholder or Public meetings including any Local Agency meetings, board meetings, or Commissioner meetings. At the request of the County, the Consultant shall help to provide presentation material and may be asked to present or support the information and assist in answering construction project related questions. At the request of the County, the Consultant may be asked to respond to complex or special citizen concerns/complaints, which require more attention than the Contractor's PR can provide. The Consultant may be required to provide written responses, attend in person meetings, or make telephone calls and assist the County with CORA requests.

Consultant Professional Engineer Requirements:

Either the **Consultant Project Manager** or the **Consultant Project Engineer** shall serve as the Professional Engineer for the Consultant; and the Professional Engineer shall provide engineering guidance and oversight of the Consultant's employees.

Consultant Project Manager shall meet formally, at regularly scheduled intervals, at least once a week, with either the DCPM or the County Engineer, and these meetings may include Centennial, Littleton and CDOT representatives (when deemed appropriate by the DCPM).

The **Consultant Project Manager** and the **Consultant Office/Field Engineer** shall provide support to the DCPM and County Engineer through assignment of personnel to construction management. He or she shall be either a Colorado Registered Professional Engineer or non-licensed individual with demonstrable construction administration experience; and all non-licensed individuals shall be under the direct/supervision of a Professional Engineer provided by the Consultant and identified clearly in their final staffing / org chart.

A copy of work experience and proof of Certification and/or License shall be provided to the DCPM before work begins. Personnel provided by the Consultant who do not meet all the specified requirements, or who fail to perform their work in an acceptable manner, shall be removed from the project when determined by the DCPM, and reviewed and approved in writing by the DCPM. If there is a staffing change, the Consultant shall provide the DCPM with updated information for the County's review and approval.

The number and types of personnel may be varied throughout the project duration; and the Consultant staffing will need to be adjusted, (up or down), from time to time, in order to meet project workloads and the Contractor's schedule, including the need to provide for additional staffing for night and weekend work.

Consultant Project Engineer:

The qualifications for **Project Engineer** are as follows:

- Ten (10) or more years of experience in highway construction project management with supervision of inspectors and material testers.

Responsibilities include but are not limited to:

- Coordination of all construction contract activities, assist in the supervision of other project staff and assignment of duties and responsibilities.
- Attend the Contractor's utility coordination meetings, assist County in documenting progress and conflicts with existing utilities, monitoring, and assessing for additional potholing to be provided by the Contractor or various utility companies
- Coordinate an in-depth review of all plan sheets, specifications, and special provisions by all consultant field staff to identify potential project risks and discrepancies. Develop a

C-470 Trail & University Blvd. Pedestrian Grade Separation Project

risk register and issue documentation matrix in cooperation with the Contractor to track risks and other issues that might impact successful project execution.

- Schedule, coordinate, and conduct the Project First meeting and produce required documentation and agreements including the Project Charter, Issue Documentation Matrix, and Issue Escalation Ladder.
- Review, give comments, and acknowledge completeness of required submittals resulting from but not limited to:
 - Method of Handling Traffic (Review MHT's and TCP's and field verification)
 - Progress Schedule
 - Method Statements
 - Materials mix designs
 - Shop and Working Drawings
 - Various Project Permits
 - Project Safety Management Plan and implementation
 - All Erosion Control SWMP documentation, reporting, inspections, etc.
 - Periodic Project Leadership Team planning and meetings as directed
- Prepare inspection documentation for development of progress payments for the contractor in accordance with prescribed procedures.
- Maintaining of project files, project diaries and time counts.
- Assist in preparing periodic reports and contractor billings utilizing Douglas County requirements and CDOT Procedural Directive 400.2.
- Provide oversight to other Consultant staff regarding Civil Rights Compliance for EEO, DBE, OJT and preparation of other CDOT forms/ documents regarding implementing B2Gnow and LCPtracker, as well as CDOT 205 Permit to Sublet, and monitor contractor payroll compliance.
- Participate in and ability to facilitate (as necessary) weekly progress meetings with contractor, subcontractors, utilities and other interested parties.
- Secure project documentation from the contractor.
- Anticipate project problems and propose solutions.
- Review drawings and data submitted by the construction contractor and suppliers for conformance with the intent of the specifications.
- Coordinate incident management meetings with emergency first responders, applicable local agencies and CDOT representatives for traffic and/or maintenance issues and any other impacted entities as deemed appropriate by the local agencies associated with this project.
- Obtain concurrence from the County or CDOT representatives regarding storing relative documentation for project records.
- Communicate with adjacent landowners and other project stakeholders as required to resolve issues that arise due to construction.
- Monitor compliance with and take appropriate action to preserve safety on the project for all workers and traveling public in accordance with Method of Handling Traffic (MHT).
- Notify the County and contractor of non-compliance with the plans and specifications.
- Prepare punch lists of uncompleted work, non-conformance reports, and deficiency notices.
- Prepare responses to contractors' and suppliers' requests for information, submittals, change notices, claims, and correspondence.

C-470 Trail & University Blvd. Pedestrian Grade Separation Project

- Prepare and transmit updates of construction activities for the County and other agencies.
- Discuss need for Change Orders/MCR with Douglas County, and draft CMOs utilizing CDOT Form 90 customized by the County for this project. Additionally, assist the County in drafting Form 105 and Letter of Explanation (LOE's) associated with CMO and supporting documentation for CMO's, and assemble CMOs for signatures.
- Ability to prepare responses to contractors' and suppliers' requests for information, submittals, change notices, claims, and correspondence.
- Monitor Contract Time Count.
- Assist and/or prepare entirely partial monthly payment Estimates.
- Review/Monitor Schedule (baseline, updates and narrative reviews).
- Budget: track all project financial information, notify DCPM and County Engineer of any/all budgetary concerns, financial tracking form 65's monthly and with each CMO/MCR.
- Weekly meetings (agendas, minutes, preparation, facilitation, etc...).
- Pre-con meetings (agendas, minutes, distribution, preparation, facilitation, etc...).
- Project First meetings (agendas, minutes, distribution, facilitation, etc...).
- Review inspectors work (diaries, 266's, DWR's, calculations, spreadsheets, etc...).
- As directed by the County, assist the County in responding to citizen complaints.
- Participate in Traffic Control Reviews.
- Prepare complete and accurate DWR's/266's.
- Develop and maintain a project documentation system (for all pay items, CMO's/MCRs, time count, diaries, stockpiled materials tracking and payment, monthly pay estimates, overruns/underruns).
- Review inspectors work (diaries, 266's, DWR's, calculations, spreadsheets, etc...)
- Erosion control management and oversight, bi-weekly reviews, post-storm event reviews, RECAT/ECAT.
- Submittal review and approve and forward to specialties as appropriate for review/approval.
- Manage the receipt, filing, storage, cataloging and review of all project Contractor submittals.
- Perform miscellaneous project-related duties as requested by the DCPM.

Labor, Materials, Vehicles & Equipment-

The Consultant shall provide the Consultant Project Engineer 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. Computers shall be capable of running current CDOT software, including Asphalt '03, Voids '03, Site Manager, etc.

C-470 Trail & University Blvd. Pedestrian Grade Separation Project

- 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.
- The County will provide field-office space.

Personnel qualifications, staffing level, and number and types of vehicles shall be subject to the approval by DCPM and / or County Engineer. The Consultant shall assign permanent personnel for the duration of the Contract unless otherwise approved by the DCPM. Employees required to operate vehicles must possess and maintain a valid State of Colorado driver's license. The Consultant Office/Field Engineer permanently assigned to a project shall be competent in road and bridge construction and be thoroughly familiar with CDOT specifications, manuals, forms, and documentation requirements including SiteManager and / or other CDOT approved quantity tracking software products such as Microsoft Excel. The level of qualification provided shall be as requested and approved by the County. The Consultant anticipates using Appia software for daily reporting and quantity justification documentation.

Documentation-

Maintain a daily diary for each day they perform work on the project. He/she shall use CDOT's automated Form 103a – Project Diary unless otherwise directed by the County. The contents of the diary 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.

The Consultant anticipates using Appia software for daily reporting and quantity justification documentation. A free read-only license can be provide to the DCPM and DCPE. PDF copies can be exported and provided to the County at any time, those reports will include daily work completed, quantities accepted for payment, detailed photographs, and equipment and manpower totals for each contractor/crew.

Consultant Senior Inspector Requirements:

The qualifications for **Senior Inspector** are as follows:

- Fifteen (15) or more years of progressive experience in construction inspection, with an emphasis on highway projects with experience in supervising or material testing.

General Work Description-

The Consultant Senior Inspector shall provide support to the project staff through assignment of

C-470 Trail & University Blvd. Pedestrian Grade Separation Project

personnel to assist with project management and inspection responsibilities. Responsibilities include but are not limited to:

Assist the DCPM and other construction engineering staff in the following Construction activities:

- Coordination of all construction contract activities as assigned by County Engineer and the Consultant Project Engineer.
- Attend the Contractor's utility coordination meetings, assist County in documenting progress and conflicts with existing utilities, monitoring, and assessing for additional potholing to be provided by the Contractor or various utility companies
- Lead, guide and coordinate all inspection activities.
- Oversee, monitor and provide QA on other inspectors and testers work product.
- Review, give comments, and acknowledge completeness of required submittals resulting from but not limited to:
 - CDOT 205 Permit to Sublet
 - Method of Handling Traffic
 - Progress Schedule
 - Method Statements
 - Misc. required project plan reviews (e.g. Safety, Environmental)
 - All EEO Requirements
- Assist the Consultant Project Engineer in the routing/distribution of submittals requiring specialist reviews (e.g. Hydraulics, Traffic, Environmental, etc...).
- Prepare inspection documentation for development of progress payments for the contractor in accordance with prescribed procedures, review and approve inspection documentation from other inspectors.
- Assist in maintaining of project files, project diaries and time counts.
- Monitor contractor payroll compliance, OJT, DBE, and EEO requirements.
- Participate in and facilitate (as needed) weekly progress meetings with contractor, subcontractors, utilities, and other project stakeholders.
- Secure project documentation from the contractor.
- Anticipate project problems and propose solutions to Consultant Project Engineer and Douglas County Representatives.
- Review drawings and data submitted by the construction contractor and suppliers for conformance with the intent of the specifications.
- Obtain concurrence as needed from the Douglas County Representatives and keep sufficient documentation for project records in accordance with CDOT requirements for federal aid projects.
- Communicate with adjacent landowners as required to assist County in resolving issues that arise due to construction.
- Monitor compliance with and take appropriate action to preserve safety on the project for all workers and traveling public in accordance with Method of Handling Traffic (MHT).
- Monitor compliance with and take appropriate action for all required project permits, including but not limited to: CDPS, MS4, Construction Dewatering, etc.
- Coordinate with and assist SEMSWA representative who will be responsible for erosion control inspections and documentation.
- Notify contractors and DCPM and County Engineer of non-compliance with the contract plans and specifications.
- Prepare punch lists of uncompleted work, non-conformance reports, and deficiency notices.
- Ability to prepare and transmit construction activity updates to DCPM and County Engineer.

C-470 Trail & University Blvd. Pedestrian Grade Separation Project

- Perform miscellaneous project-related duties as requested by the DCPM or County Engineer.
- Conduct 280 Interviews in accordance with Davis-Bacon Requirements
- Plan / Spec Interpretation (communications with designers, bridge, utilities, Traffic, etc.).
- Contractor correspondence (letters, 105's...).
- Project Diary/Weather.
- Individual diary.
- Payrolls/OJT/DBE/Specialized reporting like (1405's, Faster, ARRA, etc...).
- Form 7's/TC and daily hourly pay items.
- Form 10's/FA/CMO/MCR.
- Traffic Control – management, oversight, review and approve MHT's.
- Prepare complete and accurate DWR's/266's.
- SiteManager (all pay items, CMO's/MCRs, time count, diaries, stockpiled materials tracking and payment, monthly pay estimates, overruns/underruns.).
- Review inspectors work (diaries, 266's, DWR's, calculations, spreadsheets, etc...).
- Erosion control management and oversight, bi-weekly reviews, post-storm event reviews, RECAT/ECAT.
- Submittal review and approve and forward to specialties as appropriate for review/approval
- Perform miscellaneous project-related duties as requested by the DCPM.

Documentation-

Maintain a daily diary for each day they perform work on the project. He/she shall use CDOT's automated Form 103a – Project Diary unless otherwise directed by the County. The contents of the diary 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.

The Consultant anticipates using Appia software for daily reporting and quantity justification documentation.

Consultant Inspector/Materials Tester Requirements:

The qualifications for **Inspector/Materials Tester** are as follows:

- Three (3) or more years of progressive experience in material testing, with an emphasis on highway construction and experience on federal aid project and documentation.

Consultant Inspector/Materials Testing Technician Requirements:

Project Standards-

All construction inspection shall be in accordance with the Colorado Department of Transportation's Construction Manual, Field Materials Manual, Standard Specifications for Road & Bridge Construction, Project Standard Provisions, Project Special Provisions, and the plans and specifications in use when the project is advertised. All Consultant construction inspection activities shall be as authorized by DCPM or County Engineer. For the purposes of this

C-470 Trail & University Blvd. Pedestrian Grade Separation Project

document, construction inspection shall be known as “the work” and references to “the specifications” shall include all applicable CDOT Standard Specifications for Road and Bridge Construction as amended by Project Standard Provisions, Project Special Provisions, and project plans and specifications.

All sampling, testing, inspection, and documentation shall be in accordance with the Colorado Department of Transportation (CDOT) Construction Manual, Field Materials Manual, CDOT M&S Standards, and applicable Project and Standard Special Provisions in the construction project contract and the applicable CDOT Standard Specifications for Road and Bridge

Construction. The applicable CDOT Manual shall be the one currently in use when the construction project is advertised.

If the required method is not described in the CDOT Field Materials Manual, the required work shall be completed in accordance with:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing (as revised and supplemented), or
2. The ASTM Standards and Tentatives, in this order.

Proposed work procedures shall be coordinated with the DCPM prior to the start of work.

General Work Description-

The Consultant Inspector(s) shall provide support to the County construction engineering staff through assignment of personnel to inspection activities if requested by the County Engineer. The Inspector shall be trained and qualified in accordance with CDOT’s Construction Inspection Qualification Plan. Inspection responsibilities include but are not limited to:

- Prepare inspection documentation for development of progress payments for the contractor in accordance with prescribed procedures.
- Submit daily diary at the end of the working day.
- Submit payment-documentation reports (Form 266’s) at the end of the working day.
- Participate in weekly progress meetings with contractor, subcontractors, utilities & other stakeholders.
- Secure project documentation from the contractor.
- Anticipate project problems and propose solutions to construction engineering staff.
- Maintain accurate notes reflecting actual construction details to be used in preparation of as-constructed plans.
- Perform initial, follow-up, and final inspections of work in progress including interim and final measurements.
- Notify contractors and the Consultant Project Engineer and Douglas County representatives of non-compliance with the contract plans and specifications.
- When warranted, perform special tests, investigations, or monitoring to fulfill the intent of the CDOT inspection program.
- Aid in the preparation of correspondence to the contractor, CDOT and local agencies, etc.
- Provide liaison and communication to contractor field crews.
- Working in conjunction with the Project Engineer, the inspector shall review and verify that the contractor is keeping the as-built construction plans updated on a regular basis and incorporates all known changes from the bid plans.
- Deliver material samples to designated laboratories or locations.
- Perform miscellaneous project-related duties as requested by the County.
- Ability to assist the County with all duties, not expected to perform as the lead tester but

C-470 Trail & University Blvd. Pedestrian Grade Separation Project

- to provide any assistance to the tester as necessary.
- Ability to assist the Consultant Office/Field Engineer in any and all office related tasks, duties, such as but not limited to: meeting agenda/notes/minutes, filing, record keeping, reports, data entry, etc.
- This position will be an as-needed position to be evaluated and agreed upon time frames with the Consultant and the County.

The Consultant MTT (Materials Testing Technician) shall sample, test, and document all materials incorporated into the project. This includes materials delivered to the project that are listed in the Summary of Approximate Quantities or referred to in the Plans and Specifications. The number of tests required shall be in accordance with the Schedule in the Field Materials Manual or as dictated by County Standards. Additional quantities may be added by Contract Modification Order or plan approximate quantities may be increased or decreased. The MTT, the Consultant Project Engineer, and the County will review project quantities on a weekly basis to verify that sufficient tests have been performed for all material placed to date. The MTT will set-up and maintain all materials books. At project completion, a Consultant registered P.E. will sign the final form #250 for the MTT's work. The consultant shall also provide any other project-related services requested by the County Engineer.

Testing of materials that are specifically designated to be pre-inspected or pre-tested by the County will remain the responsibility of the County. The MTT shall document and transport samples of any and all materials to be tested by County, regardless of pre-inspection or pre-testing responsibilities. The items and test frequencies of CDOT tested materials shall be in accordance with the column titled "Central Laboratory" in the Schedule in the Field Materials Manual. At this time there are no known locations or items designated but may be required if determined during the project.

The Consultant shall follow the requirements of CP-16 to meet, coordinate and schedule the required work with the Consultant Project Engineer, and the County. The consultant shall complete all work in accordance with their approved schedule. The consultant materials testing evaluation form shall be prepared by the Consultant and approved/completed by the County as described in CP-16. The Consultant shall forward a copy of the completed Pre-Testing Meeting Agenda for Consultant Materials Testing to the County project construction engineering staff.

In addition to the tasks identified in Consultant Materials Testing Technician Requirements, the MTT shall assist the County when they are not required to perform the MTT related activities. Inspection responsibilities may include but are not limited to those identified in the Consultant Project Engineer and Consultant Inspector(s) requirements identified above in this SOW.

Each month the Consultant Project Engineer will require a draft draw request for payment from the contractor. Once review, the Consultant Project Engineer will send the approved draft to the MTT for review. Based on the quantities completed for that period, the MTT will provide a CDOT Form 211 identifying all missing materials documentation. The Consultant Project Engineer will then generate the monthly payment application and completed Form 211 to the contractor for signature. The Consultant Project Engineer will not submit the monthly payment application to the DCPM until the information on the Form 211 has been provided.

Labor, Materials, Vehicles & Equipment-

The Consultant shall provide the Consultant Inspector 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.
- Consultant Inspectors vehicle shall each be equipped with an electronic distance-measuring device, accurate to within +/- 5 feet per mile.
- A cellular phone with text 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 (2003 version or later), including MS Word and MS Excel at a minimum. Computers shall be capable of utilizing current CDOT software, including but not limited to the following Asphalt '03, Voids '03, Site Manager, etc.
- 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.
- The County will provide field-officespace.

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. 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.

The following equipment shall be furnished along with the MTT for each project 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.

Personnel qualifications, staffing level, and number and types of vehicles shall be subject to the approval of the DCPM. The Consultant shall assign personnel for the duration of the Contract

C-470 Trail & University Blvd. Pedestrian Grade Separation Project

unless otherwise approved by the County. Employees required to operate vehicles must possess and maintain a valid State of Colorado driver's license. The Consultant Inspector(s) permanently assigned to a project shall be competent in road and bridge construction and be thoroughly familiar with CDOT specifications, manuals, forms, and documentation requirements including SiteManager. The level of qualification provided shall be as requested and approved

by the DCPM. The qualifications for the level(s) shall be commensurate to experience, and are as follows:

A copy of work experience and proof of Certification and/or License shall be provided to the DCPM before work begins. Personnel provided by the Consultant who do not meet all of the specified requirements, or who fail to perform their work in an acceptable manner, shall be removed from the project when determined and directed by the DCPM.

Documentation-

Each of the Consultant's personnel shall maintain a daily diary for each day they perform work on the project. They shall use CDOT's automated Form 103a – Project Diary unless otherwise directed by the DCPM. The contents of the diary 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.

The MTT shall be thoroughly familiar with CDOT specification, manuals, forms, and documentation requirements. The MTT shall be permanently assigned to a project for the duration of the project and shall have the following qualifications:

1. A degree in Engineering from a four-year curriculum school or a National Institute for Certification in Engineering Technology (NICET) Level II Certification in Construction Materials Testing and Inspection for the types of work being performed, e.g. aggregates, asphalt, concrete, and soils or 7 years of field testing experience with CDOT construction projects.
2. The MTT performing concrete tests shall be certified by The American Concrete Institute (ACI).
3. The MTT performing hot bituminous pavement tests shall be Level II, A&B certified by The Colorado Asphalt Technician Certification Program (LabCAT).
4. WAQTC, Soils Certification
5. In addition, the Consultant MTT must be certified in the appropriate classes of CDOT's Inspector Qualification Program.
6. Traffic control supervisor certification within the last 3 years.

A copy of work experience and proof of Certification, Degree, and/or License shall be provided to the County before work begins. Personnel provided by the consultant who do not meet all of the specified requirements, or who fail to perform their work in an acceptable manner, shall be removed from the project when determined and directed by the DCPM.

Test results and sample submittals transmitted to CDOT's Region or Central Laboratory shall be recorded on appropriate CDOT Forms. The MTT may use CDOT worksheets or worksheets approved by the CDOT Inspection Lead. CDOT Forms and worksheets are available through the CDOT local agency representative.

C-470 Trail & University Blvd. Pedestrian Grade Separation Project

The MTT shall furnish the appropriate CDOT representative with original copies of all worksheets and test results on a daily basis. The MTT shall also keep the CDOT Form 626 up to date at all times and provide copies of this form to the CDOT representative within 12 hours. The CDOT representative shall be informed immediately of any non-specification material. At the discretion of the CDOT representative, the MTT may also be required to provide the CDOT Form 626 to the contractor within 12 hours for any non-specification material.

The MTT shall provide all correspondence and applicable CDOT forms to the CDOT representative or their authorized representative for review and signature.

The MTT shall also be capable of performing project inspection duties as necessary, during periods of high inspection demand or low material testing demand or a combination thereof.

Assurance Sampling and Testing-

The MTT shall coordinate the schedule of the Independent Assurance Tests (IAT) for the project with the Region Materials Section in accordance with the CDOT Form 379. Advance notice of 48 hours is required for proper coordination.

Submittal of Final Documentation-

Final documentation shall be submitted to CDOT Staff within 30 working days after completion of all work. A completed CDOT Form 250 shall be submitted to the CDOT Local Agency Representative ten (10) days after the Consultant has been notified of final quantities. Failure to submit final documentation as required will result in withholding of consultant payments.

Consultant Schedule Reviewer:

Schedule Analysis Requirements:

General Work Description-

- Review the Contractor's accepted as-planned schedule, schedule updates, and method statements for compliance with contract requirements.
- Coordination with project team weekly, either on site or via web meetings.
- Perform a schedule delay analysis and determine the amount of Contractor and/or excusable delays.
- Prepare schedule reports and exhibits to assist in evaluation of schedule delays and remaining as-planned work. Monthly deliverables.
- Provide ongoing schedule review and evaluation support through project completion.
- If needed, assist the project team assemble the data needed to create an as-built schedule
- The Consultant Scheduler will be a Planning and Scheduling Professional or Project Management Professional certified scheduler.

Additional Construction Inspection and / or Materials Testing Requirements:

Post Construction Support-

- As-Constructed Drawings: Review 11"x 17" as-constructed drawings of work completed by the Contractor, including final pay quantities.
- Preparation of Final Pay Estimate: Assist in determining final pay quantities with appropriate supporting documentation and checks.
- Preparation of Materials Final: Prepare the final materials documentation for closing the project.

Project Management-

- Progress Reports: Prepare weekly progress reports for the County Engineer documenting project progress in accordance with the Basic Contract.

Deliverables generated during the project will include the following and will be submitted throughout the duration of the project, or at specific dates commensurate with the deliverable's intent:

- Weekly Progress Reports.
- Project diaries, inspection reports, quantity records, and other documentation prepared during the course of construction in accordance with CDOT requirements.

Safety Critical Analysis Requirements-

General Work Description:

- Review the Contractor's safety critical work plans, method statements, procedures, etc. for compliance with contract requirements. Provide a written report of each work item to the engineer, with comments and a recommendation to approve, reject/revise/resubmit, or accept with comments.
- Participate in pre-construction meetings for safety critical work items. Assist the County in maintaining full compliance with CDOT policies and procedures and contractual compliance.
- Participate in on-site inspection activities associated with safety critical work items. Assist the County in maintaining full compliance with CDOT policies and procedures and contractual compliance.
- Assist and review safety critical elements of a special nature as related to railroad requirements, policies, procedures, etc.
- Assist the County construction engineering staff in any other areas or special requests.
- Maintain documentation of all safety critical work, analysis, comments, reviews, documentation, etc.
- Be able to attend meetings, give presentations, and provide input and comments as requested.

Exhibit B



FEE PROPOSAL to ASSIST DOUGLAS COUNTY with the C-470 and UNIVERSITY BLVD PEDESTRIAN GRADE SEPARATION PROJECT CDOT STU C470-047 (SA #24528)

| Direct Labor | | | | |
|---------------------------|-------------------|-------------|-------|---------------------|
| Name | Classification | Hourly Rate | Hours | Total Amount |
| John Forni | Project Manager | \$216.00 | 100 | \$21,600.00 |
| Ally Laskero, PE | Project Engineer | \$155.00 | 944 | \$146,320.00 |
| Bob Gorse | Sr. Inspector | \$156.00 | 1680 | \$262,080.00 |
| Kurt Legerski (Ground) | Materials Manager | \$180.00 | 175 | \$31,500.00 |
| Materials Tester (Ground) | Materials Tester | \$80.00 | 376 | \$30,080.00 |
| | Mileage (\$0.665) | | | \$5,479.60 |
| | | | | \$497,059.60 |

| | |
|---|------------|
| Drone Flights (Artistic Aerial Productions) | \$3,000.00 |
|---|------------|

| Laboratory Testing Concrete, Soils, Asphalt | Quantity | Rate Per Unit | Total Amount |
|--|----------|---------------|---------------------|
| Proctor | 4 | \$120.00 | \$480.00 |
| Gradation | 12 | \$70.00 | \$840.00 |
| Atterberg Limit | 4 | \$75.00 | \$300.00 |
| CDOT (pH, Resistivity, Chlorides, Sulfates) | 1 | \$175.00 | \$175.00 |
| R Value | 1 | \$400.00 | \$400.00 |
| Concrete Compressive Strength Testing (Cylinders/Each) | 450 | \$16.00 | \$7,200.00 |
| Los Angeles Abrasion Test | 1 | \$175.00 | \$175.00 |
| Trip Charge | 126 | \$15.00 | \$1,890.00 |
| Laboratory Testing Total | | | \$11,460.00 |
| Material Testing Contingency (Skidmore and Bolt Up testing) | | | \$6,000.00 |
| Project Contingency | | | \$57,480.40 |
| Total Not to Exceed Contract Amount | | | \$575,000.00 |

Actual expenses and consultant services completed shall be billed monthly
 Airfare and lodging expenses are excluded.
 Bolt verification testing (Skidmore) will be held as a contingency, if required, consultant will request in writing to the County Project Manager
 Drone Services will be as requested, invoice to be provided
 Project Contingency to be used as directed by the County

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