

CONSULTING AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND ROCKSOL CONSULTING GROUP, INC.
FOR CONSTRUCTION MANAGEMENT SERVICES FOR COMMERCE STREET, NICKEL STREET AND
INDUSTRIAL LANE INTERSECTION IMPROVEMENTS

1. PARTIES. The parties to this Consulting Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Rocksol Consulting Group, Inc. (the “Consultant”), collectively, the “Parties,” or individually, a “Party.”
2. RECITALS. The recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.
 - 2.1. The City, seeking construction management services for Commerce Street, Nickel Street and Industrial Lane Intersection Improvement Project (the “Project”), completed a competitive selection process by Request for Proposals #24-RFP-CD-003 (“RFP”).
 - 2.2. The City has received federal funding to offset some of the costs of this Project; however, no federal funds will be used to pay for the services provided under this Agreement, the funds will be spent on the actual construction of the Project.
 - 2.3. The Consultant provides professional services and is qualified to perform services required by the City for the Project.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. Obligations of the Consultant.
 - 3.1.1. *General*. The Consultant shall consult with, advise, and represent the City as the City requires during the term of this Agreement. The Consultant shall act at the direction of the City employee assigned by the City to the Project as Project Manager. The Consultant shall communicate with the City about the Project only through the Project Manager.
 - 3.1.2. *Basic Services*. The Consultant shall perform the Basic Services described in Exhibit A attached hereto and incorporated by this reference and elsewhere in this Agreement.
 - 3.1.3. *Extra Services*. Upon the express, written approval of the City, the Consultant shall perform Extra Services. The Consultant shall charge the City for such Extra Services, if any, in accordance with such terms as the City may agree to in writing.
 - 3.1.4. *Authorization to Proceed*. No work on the Project shall be performed by the Consultant until written Authorization to Proceed has been issued by

the City. If the Consultant proceeds with any work prior to receipt of said Authorization, the City is not responsible for payment for such work.

- 3.1.5. *Completion Date.* The Consultant shall complete the services of this Agreement within approximately 175 days following the date of the Authorization to Proceed, or such time as the construction work for the Project is complete and all documentation has been filed and completed with the Colorado Department of Transportation for the Project.

3.2. Obligations of the City.

- 3.2.1. *General.* The City shall direct the work and coordinate reviews, approvals, and authorizations of all stages of work. All approvals and authorizations shall be in writing.
- 3.2.2. *Changes in Work.* Any changes with regard to the Consultant's cost, time requirements of performance, or scope of the work must be in writing and approved by the Parties hereto prior to any work or services being performed in contemplation of said change.
- 3.2.3. *Materials and Services to be Furnished by the City.* The City agrees to furnish the Consultant any material in the possession of the City to the extent that such material, in the opinion of the Project Manager, is readily available and will assist the Consultant in performing the work. The Consultant agrees to request such material in advance so as not to jeopardize the work schedule or meeting arrangements. The City shall not unreasonably withhold such material.

3.3. Commencement and Completion.

- 3.3.1. The Consultant shall commence work on the first working day following receipt of a written Authorization to Proceed issued by the City, or such later date as indicated in the Authorization to Proceed.
- 3.3.2. If due to Acts of God, public emergency, or acts of a public enemy, it becomes apparent that this Agreement cannot be fully completed within the agreed time, the Consultant shall so notify the City in writing at least thirty days prior to any scheduled completion date, in order that the Consultant and the City may review the work accomplished to date and determine whether to amend this Agreement to provide additional time for completion.

3.4. Payments to Consultant.

- 3.4.1. *Aggregate Limit.* Unless extra services are approved in writing, the amount paid by the City to the Consultant under this Agreement will not exceed two hundred twenty three thousand seven hundred sixty five

dollars and 28 cents (\$223,765.28), including reimbursables. The Consultant will complete the Work for the amount shown.

3.4.2. *Billing.* The Consultant shall bill the City monthly for work done in accordance with the terms and conditions of this Agreement, using the pay request form provided by the City.

3.4.3. *Payment by City.* The City will pay each bill in full within 30 days of receipt of payment request and supporting documentation. Consultant shall furnish such additional documentation as the City shall reasonably require. Incorrect payments to the Consultant due to omission, error, fraud, or defalcation may be recovered from the Consultant by deduction for subsequent payments due to the Consultant under this Agreement or other contracts between the City and the Consultant.

3.4.4. *Inspection of Records.* The Consultant will permit the authorized agents and employees of the City at reasonable hours, to inspect, review, and audit all records of the Consultant related to this project and the work to be performed hereunder.

3.5. Termination.

3.5.1. *For Cause.* This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least five (5) days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach.

3.5.2. *Without Cause.* In addition to the foregoing, this Agreement may be terminated by the City, in whole or in part, for its convenience and without cause of any nature by written notice to the Consultant. In the event of termination, the Consultant shall incur no additional expenses and shall perform no further services for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Consultant for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.

3.5.3. *Upon Termination.* In the event of such termination, the Consultant will be paid for all services rendered to the date of termination, and upon such payment, all obligations of the City to Consultant under this Agreement will cease. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the City all drawings, electronic data, computer programs, computer input and output, plans, photographic images, analyses, tests, maps, surveys, and written materials of any kind generated in the performance of this Agreement up to and including the date of termination. Termination pursuant to

this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

3.5.4. *Dispute Resolution.* A Party seeking to terminate for cause must notify the other Party of its intent and provide written notice specifying the facts supporting any alleged material breach. Within fourteen (14) days after receipt of such notice, the Parties shall meet to resolve the matters described in the written notice. If either Party believes that mediation would assist in resolving the matters described in the written notice, the Parties shall participate in mediation with a mutually acceptable mediator, to be conducted no later than sixty (60) days after receipt of the written notice of intent to terminate for cause. Mediation shall take place in Broomfield, Colorado and the Parties agree to split the costs of mediation.

3.6. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the City may, at its pleasure, suspend the services of the Consultant hereunder. Such suspension may be accomplished by giving the Consultant written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Consultant shall cease its work in as efficient a manner as possible so as to keep his total charges to the City for services under the Agreement to the minimum.

3.7. Laws to be Observed. The Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.

3.8. Permits and Licenses. The Consultant shall procure all permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of its services.

3.9. Patented Devices, Materials, and Processes. The Consultant shall hold and save harmless the City from any and all claims for infringement, by reason of the use of any patented design, device, material, process, any trademark, or copyright and shall indemnify the City for any costs, attorney's fees, expenses and damages which it might be obligated to pay by reason of infringement, at any time during the prosecution or after completion of the work.

4. INSURANCE AND INDEMNIFICATION.

4.1. Standard of Care.

- 4.1.1. *Professional Liability.* The Consultant shall exercise in its performance of the Basic Services and Extra Services, if any, the standard of care normally exercised by locally recognized consulting organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damage, or cost incurred by the City for the repair, replacement, or correction of any part of the Project that is deficient or defective as a result of any failure of the Consultant to comply with this standard.
 - 4.1.2. *Indemnification.* The Consultant shall indemnify, defend and hold harmless the City and the Colorado Department of Transportation and its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the performance of the Basic Services or Extra Services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting therefrom, and (2) is caused by any negligent act or error or omission of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph 4.1.2. Further, this indemnification is intended to comply with and be subject to Section 13-50.5-102(8),C.R.S. as amended from time to time.
 - 4.1.3. *No Limitation on Claims.* In any and all claims against the City or against any of its agents or employees by any employee of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 4.1.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subconsultant under Workers' Compensation Act of Colorado or other employee benefit legislation.
- 4.2. Insurance.
- 4.2.1. *Purchase and Maintain Insurance.* In order to assure the City that the Consultant is always capable of fulfilling specified indemnification obligations, Consultant shall purchase and maintain insurance, from an insurer with an AM Best FSR rating of A- or higher, of the kind, in the amounts, and subject to the conditions shown in the Insurance Requirements attached as Exhibit B.
 - 4.2.2. *Coverage.* Said insurance shall be maintained in full force and effect during the term of this Agreement and shall protect the Consultant, its employees, subconsultant, agents and representatives, and the City from

claims for damages for personal injury and wrongful death and for damages to property arising in any manner from acts or omissions of the Consultant, its employees, agents or representatives, in the performance of the services covered herein. The insuring company will provide thirty-day written notice prior to any alteration or cancellation of the above-referenced insurance.

4.2.3. *Valuable Papers.* Furthermore, the Consultant shall carry valuable papers insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes or other similar data related to the services covered by this Agreement in the event of their loss or destruction until such time as the final submission by the Consultant has been made and accepted by the City.

5. **NOTICE AND AUTHORIZED REPRESENTATIVES.** Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Consultant. The Consultant shall not replace the Consultant Representative unless: (a) the City requests a replacement, or (b) the Consultant terminates the employment of the Consultant Representative and provides a satisfactory substitute. The City must approve a substitute Consultant Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:

5.1. The City designates Joliette Woodson as the authorized representative of the City under this Agreement. Email address is jwoodson@broomfield.org.

5.2. Consultant designates Stephany Westhusin, P.E. as the authorized representative of the Consultant under this Agreement. Email address is westhusin@rocksol.com.

If the Consultant is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to citycountyattorney@broomfield.org.

6. **INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor as described in C.R.S. § 8-40-202(2). The Consultant is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.

7. **APPROVAL OF SUBCONTRACTORS AND CONSULTANTS.** The Consultant shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Consultant under this Agreement. The Consultant shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable.

This Agreement is voidable by the City if subcontracted by the Consultant without the express written consent of the City.

8. THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto, except for the Colorado Department of Transportation.
9. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Consultant. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Consultant. The City's fiscal year is currently the calendar year.
10. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
11. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced Agreement documents or exhibits the former shall supersede.
12. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Consultant invoice, Consultant timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Consultant's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
13. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.
14. ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
15. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.

16. DOCUMENTS. All drawings, computer programs, computer input and output, analyses, plans, photographic images, tests, maps, surveys, electronic files, and written material of any kind generated in the performance of this Agreement or developed by the Consultant specifically for the Project are and shall remain the exclusive property of the City. The Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.
17. RECORDS RETENTION. The Consultant shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Consultant for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
18. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement.
19. ASSIGNMENT. This Agreement shall not be assigned by the other Party without the prior written consent of the City.
20. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
21. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
22. DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.
23. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.
24. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or

unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

25. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
26. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.
27. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
28. LAWS TO BE OBSERVED. The Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.
29. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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This Agreement is executed by the Parties hereto in their respective names as of _____, 2024.

THE CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county


City and County Manager

APPROVED AS TO FORM:

City and County Attorney

CONSULTANT:

Rocksol Consulting Group, Inc.

By:  _____

Name: Saeid Saeb

Address: 12076 Grant Street, Thornton, CO 80241

EXHIBIT A SCOPE OF WORK

1. Scope of Work. The Consultant shall provide professional services in construction management, including facilitating the work of the City’s construction contractor (“Construction Contractor”) and communication with the design engineers (“Engineers”) for intersection widening, pavement reconstruction, concrete work, and traffic signal installation at the intersection of Nickel Street, Commerce Street and Industrial Lane (the “Project”) as more particularly described herein. The design and construction of this Project is administered as a CDOT Local Agency Project and the Consultant shall comply with all CDOT Local Agency Project requirements and the Consultant shall complete all required paperwork.
 - 1.1. The Consultant will serve as the City’s representative and will be responsible for coordination with the Construction Contractor, BNSF, Colorado Department of Transportation (“CDOT”), affected utilities and affected businesses for this Project.
 - 1.2. The Consultant is expected to work independently and be knowledgeable in preparing and collecting documentation to assist the City with CDOT reimbursement requirements, other required documentation submittals, including but not limited to BNSF Railway requests, and any audits. The City will not expect the Consultant to process and submit invoices to CDOT for reimbursement.
 - 1.2.1. The Consultant will be responsible for completing and submitting all required CDOT forms, to ensure compliance with all of the documentation requirements as specified by CDOT.
 - 1.2.2. The Consultant shall provide materials testing services per any CDOT requirements.
 - 1.2.3. The Consultant shall also help coordinate the work with the BNSF Railway as more particularly described in the Construction & Management Agreement by and between the City and BNSF Railway attached hereto as Exhibit D.
 - 1.3. The work hours are Monday through Friday from 8:30 AM to 4:30 PM. Saturday work is allowed with an approved Saturday Work Request.
2. Meetings and Communication. The Consultant shall conduct a pre-construction meeting, weekly progress meetings, prepare agenda and minutes and reports, and the following items:

- 2.1. Provide bi-weekly progress reports to the City on the status of the Project, indicating major work activities, provide an status update for any requests for information (RFIs), submittals, change orders and any other information that may be required by CDOT, BNSF or the City.
 - 2.2. Coordinate as needed with City staff, the Construction Contractor, subcontractors, regulatory agencies, utility companies, CDOT, BNSF, and other identified project stakeholders.
 - 2.3. Advise the City of all complaints and inquiries from property owners, citizens, officials, or others. Assist in the investigation and answering of such complaints and inquiries. Maintain a log showing the disposition of each complaint and inquiry.
3. Maintaining Documentation. The Consultant shall maintain Project documentation and files per state, federal and requirement as listed in the [CDOT Local Agency Desk Reference](#).
 - 3.1. The Consultant shall document issues, findings, changes, and help develop solutions.
 - 3.2. The Consultant will complete verification and documentation of the Construction Contractor fulfillment of the required construction including Disadvantaged Business Goals (DBE), On the Job Training Goals (OJT) and Davis-Bacon Act documentation.
4. Oversight and Monitoring. The Consultant shall provide oversight, monitoring and ensure the following is completed:
 - 4.1. Ensure the Construction Contractor complies with all local, state, and federal laws, ordinances, rules, regulations, regulatory or resource agency permits, orders as provided by the contract, plan documents, and any method of handling traffic plans.
 - 4.2. Review and approve the Construction Contractor's safety program per federal and state requirements.
 - 4.3. Collect documentation as required, coordinate and assist the City with reviewing submittals, shop drawings and CDOT invoicing as needed.
 - 4.4. Review Construction Contractor payment requests for accuracy and recommend either approval or propose changes.

- 4.5. Evaluate the merit of any potential claims, or requests for equitable adjustment submitted by the Construction Contractor.
- 4.6. Review and coordinate with the Engineer to respond to all RFIs.
- 4.7. Review the Contractor's as-built redlined drawings. These will be provided to the Engineer at the end of the project for the development of as-built plans.
5. Testing/Inspections Oversight.
 - 5.1. Provide the necessary personnel and equipment to facilitate the performance of testing and inspection services, including any testing as requested by CDOT or the City.
 - 5.2. Monitor inspection documentation and testing results, as well as enforce corrections.
6. Labor Compliance.
 - 6.1. Perform labor compliance in accordance with [CDOT Local Agency Desk Reference](#), including compliance with Davis-Bacon Act and other federal requirements as applicable.
7. Completion and Closeout. At the completion of the construction, the Consultant shall ensure the following:
 - 7.1. Coordinate a final walk-through with the City and all affected stakeholders, prepare a punch list, certify completion of the Project, and recommend acceptance.
 - 7.1.1. Prepare all final reports, including report of completion for acceptance of the Project.
 - 7.2. Coordinate and provide Engineer's approved As-Builts to incorporate into record drawings.
 - 7.3. Finalize construction contract bid items, claims, change orders and punch list items. Reconcile all accounting.
 - 7.4. Finalize and deliver all construction files to the City. All files shall be digitized and provided both in electronic and hardcopy format.
 - 7.5. Complete documentation as required by CDOT and the CDOT Local Agency Desk Reference ("LADR"). Work with the City to ensure all documents are properly collected and submitted.

- 7.6. Assist with any audit of the Project.
8. Material Testing
 - 8.1. Perform all material testing in conformance with all CDOT requirements and those of the LADR.
 - 8.2. Review and approve mix designs in accordance with CDOT guidelines, the Project Plans, and the Project Specifications.
 - 8.3. Provide all testing and ensure compliance for any incorporated materials as required by the latest version of CDOT's Field Material Manual ("FMM"), included as [CDOT Field Materials Manual](#).
 - 8.4. Provide the City with a schedule of materials to be tested and estimate the dates when these services will be necessary. Take samples and perform field and source-controlled tests of construction materials for quality assurance in accordance with the FMM.
9. Construction Inspection. The Consultant must provide an experienced construction inspector who is currently CDOT certified to perform required quality assurance tests ("Construction Inspector"). The Construction Inspector's tasks will include:
 - 9.1. Complete and maintain accurate daily records including photographs, any required forms to describe work accomplished, weather conditions, number and type of personnel, quantities of materials, quantities of bid item work completed, construction equipment at the site, deliveries of construction materials, material shortages, tests, labor disputes, general observations, any unusual occurrences, and any delays including reason and length of time.
 - 9.2. Inspect the Construction Contractor's quality and quantity of work completed in accordance with the Project plans and specifications and plans.
 - 9.3. Ensure that materials delivered onsite and incorporated into the work are acceptable and of good quality.
 - 9.4. Obtain Certificates of Compliance or complete field releases of material, where appropriate.
 - 9.5. Monitor Construction Contractor's operations including safety and traffic control.
 - 9.6. In coordination with the City, resolve conflicts between the Project Plans, Project Specifications, and actual site conditions. Recommend engineering

- changes in the design of the Project plans and specifications which are then referred to the City for approval and change order if necessary.
- 9.7. Assist in tracking approved changes for as-built records.
 - 9.8. Attend all Project meetings such as preconstruction, field, and progress meetings.
 - 9.9. Provide complete and documented measurements and calculations to administer progress payments, change orders, extra work, and any other necessary documentation.
 - 9.9.1. Prepare monthly quantity estimates for use in progress payments.
 - 9.10. Verify concrete and asphalt mix designs and collect weight tickets.
 - 9.11. Each working day, meet with the Construction Contractor to review proposed work plans, including specific details that may affect progress.
 - 9.12. Maintain copies of all permits needed to construct the Project and enforce special requirements of each.
 - 9.13. Perform Stormwater Management Plan compliance inspections and related duties with the Construction Contractor. Document and take appropriate action to correct any best management practices deficiencies.
 - 9.14. Conduct federally required contractor employee interviews.
 - 9.15. Document and ensure that the required posters and wage rates are displayed at the job site.

EXHIBIT B CONSULTANT'S RATE SHEET

RockSol CM Fee Proposal 01/2024

Effort to Conduct Tasks needed to accomplish Scope of Work	RockSol Consulting Group										Subtotal Hours	Subtotal Fee	
	Senior Project Manager (Hours)	Senior Project Engineer (Hours)	Staff Engineer 1	Staff Engineer 1	Staff Engineer 1	Staff Engineer 1	ETTL	ETTL	Lab Manager	Project Control A/E Admin (Hours)			
Billing Rate	\$ 288.00		\$ 154.85		\$ 154.85		\$ 109.85		\$ 145.91	\$ 110.89			
Project Management and Coordination		Westhush	Ortiz	Delval	Perillo	Perillo	Robertson	Robertson	Hosover	Admin			
Pre-project Setup	Total proj. hours	(per week)	Total proj. hours	(per week)	Total proj. hours	(per week)	Total proj. hours	(per week)	Total proj. hours				
Project Kick-off Meeting with RockSol/Broomfield (CDOF)	2		2		2		2				6	\$ 1,728.00	
Reconstruction Conference Meeting - agenda, attend, & minutes	4		2		4		2				12	\$ 3,456.00	
Set up filing systems and identify project needs - Documentation, testing schedule (as required)			2		8		4				14	\$ 4,032.00	
Create Submittal List					4		4				8	\$ 2,304.00	
Ongoing Project Tasks/Est. per week		No. of weeks		No. of weeks		No. of weeks		No. of weeks					
(Based on 175 Calendar Days - approx. 6 months)		26		26		26		26					
Weekly Meetings	13	0.5	13	0.5	104	4	52	2			182	\$ 52,704.00	
Coordination with team	5				104	4	52	2			162	\$ 46,608.00	
Inspection, Testing, and Documentation	4		5		520	20	416	16			938	\$ 270,048.00	
Prepare CDOF (as requested)	4				40		40				40	\$ 11,520.00	
Monthly Progress Reports / Invoices	1				0					12	12	\$ 3,456.00	
Mid-Project and Project Close-out													
Mid-project documentation review	6		20		30		30		5		91	\$ 26,208.00	
Testing Coordination									10		10	\$ 2,880.00	
Final Project documentation and CDOF Final Coordination	3		5		40		30		10		88	\$ 25,296.00	
Hours Sub-Total for Task defined above	39		49		862		590		25	12	1538		
Engineering Fee Sub-Total for Task defined above	\$ 11,232.00		\$ 7,587.65		\$ 133,480.70		\$ 64,811.50		\$ 3,647.75	\$ 1,330.68		\$ 222,090.28	
					RockSol Labor Cost Subtotal:		RockSol Labor Cost Subtotal:		RockSol Labor Cost Subtotal:	2500 Mileage	0.670	1538	\$ 222,090.28
													\$ 1,675.00
													\$ 1,675.00
													\$ 223,765.28

Nickel and Industrial CM Fee Proposal Summary City and County of Broomfield

1. Labor Cost

Employee Classification	Estimated Hours	Hourly Rate	Estimated Cost
Project Manager	39	\$ 288.00	\$ 11,232.00
LA Project Guidance/Assistance	49	\$ 154.85	\$ 7,587.65
Project Engineer/Inspection/Documentation	862	\$ 154.85	\$ 133,480.70
Construction Inspector/Tester	590	\$ 109.85	\$ 64,811.50
Lab Manager	25	\$ 145.91	\$ 3,647.75
Admin and Project Control	12	\$ 110.89	\$ 1,330.68
		Sub-total	\$ 222,090.28

Hours listed are estimated only. Actual hours will be negotiated during the contract process. RockSol does not offer discounts for early payment. Billing methodology will be agreed upon with Broomfield.

2. Other Direct Costs (In-house)

	Estimated Units	Rate	Estimated Cost
Mileage (at current fed. rate)	2500	0.67	\$ 1,675.00
		Sub-total	\$ 1,675.00
		Total Cost	\$ 223,765.28

EXHIBIT C INSURANCE REQUIREMENTS

CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS for CCOB & CDOT Contracts

1. All insurers must be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers should have an A.M. Best Company rating of at least A- VII.
3. Additional Insured - City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations).
4. Primacy of Coverage – Coverage required of Contractors and Subcontractors shall be primary and non-contributory to any insurance carried by the City and County of Broomfield.
5. All subcontractors must meet the same insurance requirements for the Contract or Purchase Order unless Risk Management has approved a deviation.
6. Subrogation Waiver – All insurance policies required under this Contract maintained by Contractor or its Subcontractors shall waive all rights of recovery against City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield.
7. Cancellation, Change in Coverage or Limits– The above insurance policies shall include provisions preventing cancellation, non-renewal, or reduction in coverage or limits of any insurance, without at least 30 days prior notice to Contractor/Vendor and Contractor/ Vendor shall forward such notice to within seven days of receipt of such notice.
8. Certificates – Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the City and County of Broomfield within 5 days of:
 - a. the effective date of the Contract
 - b. the expiration date of any coverage
 - c. a request by the City and County of Broomfield
9. Separation of Insureds. All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision in the general liability policy.
10. City and County of Broomfield in no way warrants that the limits required herein are sufficient to protect the Contractor/Vendor from liabilities that may arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or type.
11. All parties understand and agree that the City and County of Broomfield is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations, immunities, protections or any other rights provided by the Colorado Governmental Immunity Act.
12. The City and County of Broomfield reserves the right to negotiate additional specific insurance requirements at the time of the Contract.
13. The City and County of Broomfield and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.
14. Contractors must carry all insurance or purchase the below insurance. No insurance will be waived for CDOT contracts.

Vendor/Contractor/Subcontractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under which the Contract are satisfied, the following:

Insurance Requirements for CCOB & CDOT Contracts										
	COVERAGES AND LIMITS OF INSURANCE	Required								
1.	<p>Commercial General Liability</p> <ul style="list-style-type: none"> Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability. 	<p>Minimum Limits:</p> <ul style="list-style-type: none"> \$1,000,000 Each Occurrence \$2,000,000 General Aggregate (Per project aggregate for construction contracts) \$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project) \$50,000 any 1 fire 								
2.	<p>Automobile Liability</p> <ul style="list-style-type: none"> Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos). 	<p>Minimum Limit:</p> <ul style="list-style-type: none"> \$1,000,000 each accident combined single limit. If hazardous materials are transported, an MCS 90 form shall be included on the policy. 								
3.	<p>Workers' Compensation</p> <ul style="list-style-type: none"> Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. <p>Note: This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act AND when such contractor or subcontractor provides an appropriate sole proprietor letter.</p>	<p>Employer's Liability with Minimum Limits:</p> <ul style="list-style-type: none"> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Disease Aggregate 								
4.	<p>Professional Liability</p> <ul style="list-style-type: none"> Contractor will purchase and maintain professional liability insurance covering any damages caused by an error, omission or negligent professional act to include the following coverages: <ul style="list-style-type: none"> Limited Contractual Liability If coverage is Claims Made, a retroactive date prior to the inception of the work If coverage is Claims Made, similar coverage must be maintained for three years following the completion of the work or an extended reporting period of 36 months must be purchased 	<p>Minimum Limit:</p> <ul style="list-style-type: none"> \$1,000,000 Per Claim /Aggregate 								
5.	<p>Umbrella or Excess Liability Coverage</p> <ul style="list-style-type: none"> Policy shall provide liability coverage over the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability. 	<p>Minimum Limit:</p> <ul style="list-style-type: none"> Limits of at least: \$1,000,000 per occurrence 								
<p>Additional Insured - The following shall be named an Additional Insured: The State of Colorado - Colorado Department of Transportation and The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations), and Umbrella or Excess Liability insurance policies. A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p>Certificate Holders are:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">City and County of Broomfield</td> <td style="width: 50%; border: none;">Colorado Department of Transportation, CDOT Region 1</td> </tr> <tr> <td style="border: none;">One DesCombes Drive</td> <td style="border: none;">2829 W. Howard Place</td> </tr> <tr> <td style="border: none;">Broomfield, CO 80020-2495</td> <td style="border: none;">Denver, CO 80204</td> </tr> <tr> <td style="border: none;">certificates@broomfield.org</td> <td style="border: none;">Attn: Maria Hajiaghaee Maria.hajiaghaee@state.co.us</td> </tr> </table>			City and County of Broomfield	Colorado Department of Transportation, CDOT Region 1	One DesCombes Drive	2829 W. Howard Place	Broomfield, CO 80020-2495	Denver, CO 80204	certificates@broomfield.org	Attn: Maria Hajiaghaee Maria.hajiaghaee@state.co.us
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No deviations below the standards given above will be approved by the City and County of Broomfield's Risk Management office for CDOT contracts.

EXHIBIT D

CONSTRUCTION & MANAGEMENT AGREEMENT WITH BNSF