



REQUEST FOR PROPOSAL

To Provide

Construction Management & Construction Inspection

Forest Road Bridge Repair, Kinnikinnick Rd Bridge Deck Replacement  
Bridge Road Bridge Replacement

Town of Vail  
Department of Public Works  
Vail, Colorado

**REQUEST FOR PROPOSALS**  
by:  
**TOWN OF VAIL**  
**DEPARTMENT OF PUBLIC WORKS**  
February 1, 2019

**ADVERTISEMENT AND NOTICE OF INVITATION**

**REQUESTS FOR PROPOSAL AVAILABLE:**

Request for Proposal, including response submittal requirements for:

Construction Management & Construction Inspection  
Forest Road Bridge Repair, Kinnikinnick Rd Bridge Deck Replacement  
Bridge Road Bridge Replacement

Will be available for download online at the following web address: [www.vailgov.com](http://www.vailgov.com). All proposers who download the RFP must register with Chad Salli at [csalli@vailgov.com](mailto:csalli@vailgov.com) to be added to the plan holder's list and receive future updates. Failure to do so may result in disqualification. All questions shall be directed to Chad Salli at the above e-mail address by February 18, 2019 by 4:00 pm.

**RESPONSE INFORMATION:**

Proposals are due by **4:00 PM** local time..... February 22, 2019

Delivered to:

Town of Vail  
Department of Public Works  
1309 Elkhorn Drive  
Vail, Colorado 81657  
Attn: Chad Salli, PE

RFP Questions deadline at 4:00 pm local time..... February 18, 2019

Contract Award (Anticipated) .....March 19, 2019

**General Project Description**

The Town of Vail, Colorado is seeking proposals for professional services from qualified consultants for construction management and inspection of three bridge projects located in the Town of Vail: Forest Road Bridge Repair, Kinnikinnick Road Bridge Deck Replacement and the Bridge Road Bridge Replacement projects. The Bridge Road project is funded partially with Federal Bridge Off System (BRO) funds and will have CDOT oversight.

The consultant shall be a Professional Engineer, licensed in the State of Colorado.

## **Submittal Requirements**

- A. Proposal submittals shall include one (1) signed original and two (2) copies and 1 electronic pdf copy which contain:
1. Cover sheet: The cover sheet shall list the name of the Consultant with names, email addresses and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how that person(s) can be reached.
  2. Qualifications: The Consultant qualification information shall include:
    - a. Professional resume stating qualifications to provide the services described herein. Include number of years in business, number of employees, location of office or offices, names of principals or employees who will complete the services. All proposed sub-consultants to be used for this contract must be listed and must provide the information addressed above.
    - b. Experience as a construction manager/inspector on similar projects; emphasis on bridge construction.
    - c. Experience with CDOT/Local Agency construction projects
    - d. Work load
    - e. References (three minimum) must be provided identifying each client, a contact person and the client's mailing address and telephone number for similar projects done by the personnel to be involved in these projects.
    - f. Specify personnel assigned by name, position, specific office location, and commitment of time to the Project. Attach resumes of assigned personnel.
  3. Approach: Description of the approach to the project, noting project understanding, unique challenges, assessments, and project interpretation. Include intended deliverables, meetings, estimated milestone completion schedule and other project related information.
  4. Fee: Provide a total cost of proposal along with estimated time and cost of personnel assigned to the project. Proposal costs shall be broken down by necessary tasks and hours and total cost summarized for effort to complete all tasks in the scope of work.
  5. Schedule: Provide a specific timetable for each step identified in the scope.
  6. Any reservations, conditions or constraints related to the request for proposals.

From those firms submitting a proposal, Town of Vail may choose to short-list firms or individuals using the following criteria for final selection: Workload Factor; Project Team; Firm Capability; Past Performance on Similar Projects/Similar Teams; Work Location; Capacity.

### **Submittal of Proposals**

Address all submittals (3 hard copies, 1 electronic pdf) to the attention of:

Chad Salli, PE

Department of Public Works and Transportation

1309 Elkhorn Drive

Vail, CO 81657

Phone: (970) 479-22169

Fax: (970) 479-2166

Email: [csalli@vailgov.com](mailto:csalli@vailgov.com)

The **deadline for submittals is xxxxxxxxxxxx**

### **Data Available**

1. Forest Road Approach Railing Replacement & Drainage Improvement 90% plans
2. Kinnikinnick Road Bridge Deck Replacement 90% plans
3. Bridge Road Bridge Replacement Project BRO 306-007 (20095) plans, specifications, estimate

### **General Conditions**

#### Limitations and Award

This RFP does not commit the Town of Vail to award or contract, nor to pay any costs incurred, in the preparation and submission of proposals in anticipation of a contract. The Town of Vail reserves the right to reject all or any submittal received as a result of this request, to negotiate with all qualified sources, or to cancel all or part of the RFP. After a priority listing of the final firms is established, the Town of Vail will negotiate a contract with the first priority firm. If negotiations cannot be successfully completed with the first priority firm, negotiations will be formally terminated and will be initiated with the second most qualified firm and, likewise, with the remaining firms.

#### Selection

Initial evaluation will be based upon the qualifications of the applicant. The Town of Vail reserves the right to not interview, and to make final consultant selection based upon the qualification statements.

#### Equal Employment Opportunity

The selected consultant team will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

#### Contract Phasing

Proposed tasks within this RFP may be eliminated or expanded by the Town of Vail at any time due to the progression and sequencing of the scope of work.

Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

1. Contractor does not knowingly employ or contract with an illegal alien;
2. Contractor shall not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien;
3. Contractor has verified or attempted to verify through participation in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") that Contractor does not employ any illegal aliens. If Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, Contractor shall forthwith apply to participate in the Basic Pilot Program and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in the Basic Pilot Program, and shall verify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This subparagraph 3 shall be null and void if the Basic Pilot Program is discontinued;
4. Contractor shall not use the Basic Pilot Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed;
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall notify such subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and shall terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subsection the subcontractor does not cease employing or contracting with the illegal alien, except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
6. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in subsection 8-17.5-102 (5), C.R.S; and
7. If Contractor violates any provision of this Agreement pertaining to the duties imposed by subsection 8-17.5-102, C.R.S. the Town may terminate this Agreement and Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

### Insurance

- A. The Contractor shall obtain and maintain in force for the term of this Agreement the following insurance coverage's. Certificates of insurance evidencing such coverages shall be furnished to the Town at the time of signing this Agreement. Prior to cancellation of, or material change in, any requisite policy, thirty (30) days written notice shall be given to the Town through its risk manager. All automobile liability and general liability policies shall include the Town and the Colorado Department of Transportation as an additional named insured by policy endorsement.

1. Automobile Liability (including owned, non-owned, and hired) in an amount not less than one million dollars (\$1,000,000) per individual and not less than one million dollars (\$1,000,000) per occurrence.
  2. Worker's compensation and employer liability in accordance with the Worker's Compensation Act of the State of Colorado for employees doing work in Colorado in accordance with this Agreement.
  3. Commercial General Liability (including personal injury) in an amount not less than five hundred thousand dollars (\$500,000) per individual and not less than one million dollars (\$1,000,000) per occurrence.
  4. Professional Liability in an amount not less than one million dollars (\$1,000,000) each occurrence and aggregate.
- B. The consultant shall indemnify and hold harmless the Town, its officers, directors, shareholders, members, partners, principals, agents, attorneys, employees, and subsidiaries and the Colorado Department of Transportation against and from all liability, claims, damages, demands and cost, including attorney fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract.

**PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR  
CONTRACTING WITH ILLEGAL ALIENS**

FROM:

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(Prospective Contractor)

TO: Town of Vail  
75 South Frontage Road  
Vail, CO 81657

Project Name

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As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Prospective Contractor \_\_\_\_\_

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

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

(Insert the Individual, Corporate or Partnership Certificate as appropriate)

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Vail, 75 South Frontage Road, Vail, Colorado 81657, a Colorado municipal corporation (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_ ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

### **I. SCOPE OF SERVICES**

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. TERM AND TERMINATION**

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 7 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

### **III. COMPENSATION**

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$\_\_\_\_\_. This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall



be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

B. Notwithstanding the maximum amount specified in this Section, Contractor shall be paid only for work performed. If Contractor completes the Scope of Services for less than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

#### **IV. PROFESSIONAL RESPONSIBILITY**

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

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

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

#### **V. OWNERSHIP**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

#### **VI. INDEPENDENT CONTRACTOR**

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

#### **VII. INSURANCE**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations

assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$1,000,000 general aggregate.

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

D. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## **VIII. INDEMNIFICATION**

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

obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

## X. MISCELLANEOUS

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

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

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

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

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

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

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

I. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is



## TOWN OF VAIL

### Construction Management & Construction Inspection

Forest Road Bridge Repair, Kinnikinnick Rd Bridge Deck Replacement  
Bridge Road Bridge Replacement

#### General Scope of Work

The scope of work is for construction management and inspection for three bridge projects located in the Town of Vail: Forest Road Bridge Repair, Kinnikinnick Road Bridge Deck Replacement and the Bridge Road Bridge Replacement projects. The Bridge Road project is funded partially with Federal Bridge Off System (BRO) funds and will have CDOT oversight.

The consultant shall be a Professional Engineer, licensed in the State of Colorado.

The consultant will be responsible for day-to-day activities as assigned by the Town of Vail Engineer. These responsibilities may include documentation and inspection of construction activities, supervision and documentation of time and material work, and preparation of daily diaries documenting contractor activities and relevant observations.

The time period for the work described in this scope covers the period from May 1, 2019 to December 31, 2019. Field work is expected to begin May or June 2019 for the Forest Road and Kinnikinnick Road Bridge projects with an anticipated 30 working day construction schedule. The Bridge Road Bridge project is anticipated to Advertise for construction late February with field work starting mid July 2019 and substantial completion is expected by November 2019.

Work is anticipated to be mainly Monday-Friday, 8am-6pm. Work may periodically be required on weekends. Work weeks may be in excess of or less than the standard 40-hour week. Final documentation is expected to be submitted within 30 days of project acceptance.

#### Definitions

Town of Vail Engineer – The Town Engineer, or authorize personnel, responsible to the Town for the quality and successful completion of a Town Project. The Town Engineer authorizes interim and final payments and all changes to Contracts for all consultants and contractors.

CDOT Resident Engineer – the CDOT Resident Engineer is responsible to the Region Program Engineer for the quality and successful completion of a transportation project.

Consultant – The individual, firm or corporation providing personnel under this agreement to perform construction services as outlined herein.

Contractor – The individual, firm or corporation contracting with the Town to construct a transportation project.

CDOT Region Material Engineer – The CDOT Region Materials Engineer (RME) assists the Resident Engineer on this project with materials related issues including concrete, asphalt and steel.

### Authorization to Proceed

Work shall not commence until written Notice to Proceed is received by the Consultant, and shall be completed in the time specified.

### Routine Billing and Reporting

The Consultant shall provide the following on a regular basis:

1. Monthly billing formats, suitable to the Town Engineer, for all contract activities performed by the Consultant.
2. Monthly billing should include a Contract status update.
3. Supporting documentation for all direct costs.

### Status of Contract

The Consultant shall monitor the fiscal status of the contract, and advise the Town Engineer of any potential for supplementing their contract or negotiating an additional task order. Failure to monitor contract status and provide timely notification may result in discontinuation of the Consultant's services on the project until a supplemental agreement can be effected.

### Project Standards

All documentation shall be in accordance with the latest versions of the Colorado Department of Transportation's Construction Manual, Field Materials Manual, CDOT Laboratory Manual of Test Procedures, CDOT Inspector's Checklist, Standard Specifications for Road and Bridge Construction, the Supplemental Specifications, applicable M & S standards, CDOT Local Agency Manual and the plans and specifications currently in use when the construction project is advertised or revised under advertisement.

References to "the specifications" shall include all applicable CDOT Standard Specifications for Road and Bridge Construction including Supplemental Specifications, Project Standard Revisions and Project Special Provisions, and project plans and specifications.

The Consultant's proposed work procedures shall be coordinated with the Town Engineer prior to the start of work.

### Labor, Materials, Vehicles & Equipment

The Consultant shall furnish all personnel, equipment and transportation required to perform the work. Consultant personnel shall have appropriate vehicles, cell phone, computers, scanner/color printers, digital cameras, calculator, manuals, office supplies, and personal protective equipment (PPE) required for performing the work.

### Engineer's Certification

The Town Engineer shall be the final authority regarding acceptance of work performed by the Consultant. The Town Engineer shall be the final authority regarding acceptance of Contractor's work not conforming to the plans and specifications.

### Work Description

The Consultant shall assign personnel to the construction administration and inspection responsibilities. The responsibilities may include but are not limited to:

- Periodic reports and billings
- Monitoring and documenting contractor payroll compliance
- Participation in weekly progress meetings with contractor, subcontractors, utilities and other interested parties
- Securing project documentation from the contractor
- Anticipating project problems and notifying the Town Engineer of anticipated problems
- Reviewing drawings and data submitted by the construction contractor and suppliers for conformance with the intent of the specifications
- Maintaining accurate notes reflecting actual construction details to be used in preparation of as-constructed plans
- Reviewing the contractor's Method of Handling Traffic (MHT)
- Monitoring compliance with and taking appropriate action to preserve safety on the project for all workers and traveling public in accordance with the appropriate MHT and the Manual of Uniform Traffic Control Devices (MUTCD)
- Initial, follow-up, and final inspections of work in progress including interim and final measurements, and coordination with the Town's material tester to ensure materials testing requirements are met
- Promptly notifying contractors of non-compliance with the contract plans and specifications
- Ensure compliance with permits such as 404 and NPDES
- Preparation of inspection documentation for review of contractor progress payments
- Review contractor progress payments for accuracy and compliance with the contract plans and specifications
- Preparation of daily project construction diaries
- Submittal of standard documentation reports no later than the following working day
- Aiding in the preparation of correspondence to the contractor and CDOT staff as applicable
- Providing liaison and communication to the contractor field crews
- Preparation of final "As Constructed" plans upon project completion
- Miscellaneous related duties and requested by the Town Engineer
- Assist in preparing punch lists of uncompleted work, non-conformance reports and deficiency notices



- Assist in preparing responses to contractors' and suppliers' requests for information, submittals, change notices, claims and correspondence.
- Perform EEO/AA/DBE/OJT or labor compliance tasks as required by CDOT on the Bridge Road project

#### Initial Project Meeting

The Consultant and Town Engineer shall meet to coordinate and schedule the required work. The Consultant shall complete all work in accordance with the approved schedule. The Consultant shall anticipate attending the Pre-Construction meeting prior to construction of each project.

#### Personnel Qualifications

The Consultant personnel shall require CDOT construction experience and bridge construction experience. The Consultant personnel shall be prepared to work in cold and wet weather conditions.

- Licensure as a Professional Engineer in the State of Colorado
- Experience in administration of CDOT/Local Agency projects
- Experience in overseeing safety critical work as defined in the Project Special Provisions
- Minimum of 5 years of experience on CDOT/Local Agency construction projects