

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 18-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN AGREEMENT
FOR PROFESSIONAL SERVICES WITH DEWBERRY ENGINEERS INC. FOR PROJECT
AND CONSTRUCTION MANAGEMENT SERVICES FOR STATE OR FEDERALLY FUNDED
PROJECTS – 3RD STREET AND WELKER AVENUE INTERSECTION PROJECT AND
ADDITIONAL SERVICES (TBD)**

WHEREAS, on or about November 1, 2023, the Town issued that certain Request for Proposals for Project and Construction Management Services for State or Federally Funded Projects including the 3rd Street and Welker Avenue Intersection Project (RFP 2023-009); and

WHEREAS, the 3rd and Welker Intersection Improvement Project (“Project”) is a federal aid public infrastructure project in need of construction management services and forms the main basis for the Town’s issuance of RFP 2023-009; and

WHEREAS, Dewberry Engineers Inc., a New York corporation (“Contractor”), represents that it has the requisite expertise and experience to perform the construction management services for the Project; and

WHEREAS, it is in the best interest of the Town to award the Project to Contractor in the not-to-exceed amount of Five Hundred Fifty-Six Thousand Five Hundred Eighty-Five Dollars (\$556,585.00); and

WHEREAS, the Town wishes to enter into an agreement for professional services with Contractor (“Agreement”) a copy of which is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference; and

WHEREAS, the Board of Trustees desires to approve the Agreement and delegate authority to the Mayor to execute the Agreement on behalf of the Town once in final form.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The foregoing recitals incorporated as findings of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves the Agreement with the Contractor in substantially the form attached to this Resolution as **Exhibit 1** for a not-to-exceed compensation amount of Five Hundred Fifty-Six Thousand Five Hundred Eighty-Five Dollars (\$556,585.00); (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Agreement that do not increase the Town’s financial obligations prior to execution by the Town; and (c) authorizes the Mayor to execute the Agreement on behalf of the Town when in final form.

Section 3. Effective Date. This resolution shall be effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 12TH DAY OF FEBRUARY, 2024.

ATTEST:

By: 

Mary E. Strutt, MMC, Town Clerk



TOWN OF MEAD

By: 

Colleen G. Whitlow, Mayor

EXHIBIT 1

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF MEAD AND
DEWBERRY ENGINEERS INC. FOR PROJECT AND CONSTRUCTION MANAGEMENT
SERVICES FOR STATE OR FEDERALLY FUNDED PROJECTS – 3RD STREET AND
WELKER AVENUE INTERSECTION PROJECT AND ADDITIONAL SERVICES (TBD)**

[See Attached]

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name:
Project and Construction Management Services for State or Federally Funded Projects

**3rd Street and Welker Avenue Intersection Project
and Additional Services (TBD)**

(RFP No. 2023-009)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the **Town of Mead**, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and **Dewberry Engineers Inc.**, a New York corporation with offices at 8401 Arlington Boulevard, Suite 1, Fairfax, VA 22031 and local Colorado offices at 990 South Broadway, Suite 400, Denver, CO 80209-4275 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, on or about November 1, 2023, the Town issued that certain Request for Proposals for Project and Construction Management Services for State or Federally Funded Projects including the 3rd Street and Welker Avenue Intersection Project (RFP 2023-009); and

WHEREAS, the 3rd and Welker Intersection Improvement Project (“Project”) is a federal aid public infrastructure project in need of construction management services and forms the main basis for the Town’s issuance of RFP 2023-009; and

WHEREAS, the Town requires construction management services for the Project as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the construction management services for the Project; and

WHEREAS, RFP 2023-009 also contemplates that the Town may request the Contractor to provide additional construction management services for other future public infrastructure projects excluding the Project (the “Additional Services”); and

WHEREAS, the Parties specifically agree that no Additional Services will be provided by the Contractor to the Town unless and until: (1) a Task Order is approved identifying the specific Additional Services to be provided by the Contractor to the Town; and (2) this Agreement is amended to the extent necessary to properly adjust the Not-to-Exceed Amount set forth in Section IV.A. of this Agreement; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor desires to contract with the Town subject to the terms and conditions of this Agreement.

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

I. SCOPE OF SERVICES

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

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

C. Task Orders for Additional Services. The Contractor shall provide any Additional Services (as that term is defined above) pursuant to one or more task orders, the form of which is attached hereto as **Exhibit C**, that set forth the scope of work and project cost for specific projects to be performed as part of any Additional Services. **The Parties acknowledge and agree that no task order(s) shall be required for the Project Services.** The Contractor shall provide no Additional Services except pursuant to task orders completed and executed by the Parties in accordance with this Agreement. All Additional Services provided pursuant to task orders issued hereunder shall be in compliance with the terms and conditions of this Agreement. No task order(s) shall be approved or executed by the Town Representative unless and until the Board of Trustees has considered and approved a Resolution: (1) authorizing a written amendment to this Agreement to increase the Not-to-Exceed Amount set forth in Section IV.A. below, as necessary; and (2) delegating authority to the Town Representative (Town Manager) to finalize and execute the task order(s) on behalf of the Town. Once any task order(s) have been approved by the Town in accordance with the requirements of this Agreement, any Contractor obligations pertaining to the “Services” in this Agreement shall include the Additional Services approved pursuant to task order(s), as the context may require.

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

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

F. Compliance Requirements. Contractor will provide Services subject to the requirements of all applicable Colorado Department of Transportation ("CDOT"), Federal Highway Administration ("FHWA") and/or any other applicable state or federal agency rules and regulations, including all applicable reporting requirements. The Contractor understands that strict compliance with CDOT and FHWA rules and regulations (including all applicable reporting requirements) is critical to ensure the Town receives full reimbursement of applicable Project grant funds.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until **December 31, 2024** or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Any written amendment extending the term of this Agreement shall include the not-to-exceed amount for the relevant period and any updated rate schedule which applies to the extension period.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

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

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

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and performed prior to the Contractor's receipt of notice of termination and for any Services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town

within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

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

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

III. REPRESENTATIVES AND SUPERVISION

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

B. Contractor Representative. The Contractor representative under this Agreement shall be **Justin Schaller, PM/CM Department Manager** ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

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

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Project Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed Five Hundred Fifty-Six Thousand Five Hundred Eighty-Five Dollars (**\$556,585.00**) ("**Not-to-Exceed Amount**") unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Project Services are performed to the satisfaction of the Town. As set forth in Section I.C. above, the Contractor shall provide no Additional Services except pursuant to one or more task orders completed and executed by the Parties. In consideration for the completion of the Project Services by Contractor, the Town shall pay Contractor as follows:

- ☒ If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town's acceptance of all work or Services as set forth in **Exhibit A**.
- ☐ If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on [insert date here, if applicable] .

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

C. Reimbursable Expenses.

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

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

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

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

D. No Waiver. 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.

V. PROFESSIONAL RESPONSIBILITY

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

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

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

VI. INDEPENDENT CONTRACTOR

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

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

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

C. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the

Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

VII. INSURANCE

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

- ☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- ☒ The Contractor shall secure and maintain the following ("Required Insurance"):
 - ☒ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
 - ☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
 - ☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate

Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

- ☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the 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.

C. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or

other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the 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. [RESERVED]

X. REMEDIES

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

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or

4. Terminate this Agreement in accordance with this Agreement.

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

XI. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement,

are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

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

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

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

XII. MISCELLANEOUS

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

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

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

If to the Town:

If to Contractor:

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Dewberry Engineers Inc. Attn: Justin Schaller, PM/CM 990 South Broadway, Suite 400 Denver, CO 80209-4275
With Copy to: Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd, Suite 300 Greenwood Village, CO 80111	With Copy to:

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

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

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

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

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at four hundred twenty-four thousand dollars (\$424,000) per person and one million one hundred ninety-five thousand dollars (\$1,195,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

J. Rights and Remedies. The rights and remedies of the 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.

K. 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 subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

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

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

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

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

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

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

S. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

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

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

V. Web Accessibility Compliance Requirements. Contractor will provide Services subject to the requirements of the web accessibility requirements of C.R.S. § 24-34-802.

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: 
Colleen G. Whitlow, Mayor


Date of execution: February 12, 2024

ATTEST:


Mary E. Strutt, MMC, Town Clerk



APPROVED AS TO FORM *(excluding exhibits)*:


Marcus McAskin, Town Attorney

CONTRACTOR:

DEWBERRY ENGINEERS INC., a New York corporation

By: 
Ken Cecil, PE, CFM

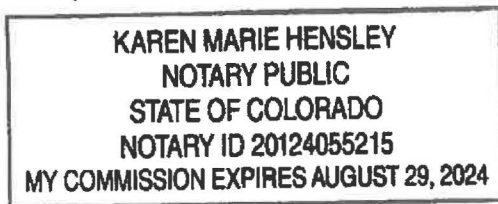
Title: Associate Vice President

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this 8th day of February, 2024, by Kevin Cecil, PE, CFM as Associate Vice President of DEWBERRY ENGINEERS INC., a New York corporation.

My commission expires: August 29, 2024

(S E A L)



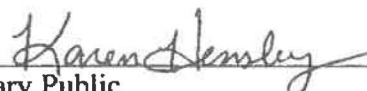

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(11)))

EXHIBIT A
PROJECT SERVICES

(3rd Street and Welker Avenue Intersection Project)

Scope of Services

Project and Construction Management Services

PURPOSE OF WORK

In general, the Consultant shall act as an extension of Town staff and will be responsible for managing every aspect of the project, including but not limited to:

- Oversee, assist and advise the Town Project Manager in all phases of the project as it relates to construction management, ensuring and documenting compliance with the project contract documents and all applicable local, state and federal requirements.
- Conduct pre-bid, pre-construction, and construction progress meetings and provide meeting agendas and minutes.
- Review bid packages provided by the design teams, evaluate bid results, review/prepare addendums, complete contractor reference checks, and prepare award and contracting documents for Town execution.
- Prepare bid documents for signal maintenance contract and materials testing services (if not provided) and manage all aspects of related contract bidding, award, and administration.
- Negotiate and prepare contracts for design engineer's construction administration services.
- Provide project reporting to various governmental agencies as it relates to construction including the Town of Mead, FHWA, and CDOT.
- Coordinate and collaborate with all affected public and private utilities, ditch companies, railroads, school districts, public agencies, funding partners, community stakeholders, local organizations and authorities, and affected property and business owners.
- Identify and coordinate required utility relocations.
- Attend open houses, Board of Trustee meetings, and informational meetings, as needed.
- Meet with affected property and business owners throughout construction as needed, and coordinate access needs during construction.
- Provide or manage all aspects of daily inspections, testing, time counts, and related required CDOT documentation.
- Perform traffic control inspections and coordinate MHT submittals and approvals with Town staff and CDOT.
- Perform construction stormwater inspections for compliance with SWMP permits.
- Coordinate responses to RFI's, shop drawings and material submittals. Maintain a tracking log and monitor required submittals.
- Monitor contractor compliance with DBE, EEO, and labor compliance requirements. Prepare compliance verification and documentation as required.
- Measure construction quantities, review and process contractor pay requests, negotiate change orders, monitor force account work, and prepare monthly progress reports and pay requests.
- Apply for and/or track required permits, including building demolition permits, and any requirements related to CDOT clearances.
- Advise Town Project Manager regarding variances between actual and budgeted/estimated costs including financial oversight, risk analysis, and budget management for all project related contracts and expenditures.
- Collect contractor as-built drawings and coordinate with design engineer to provide record drawings.

Scope of Services

Project and Construction Management Services

- Maintain a set of project files that shall be provided to the Town upon completion of the project.
- Respond in a timely and cost-efficient manner to Town requests.

CONSTRUCTION SPECIFICATIONS

All construction shall be completed in accordance with the latest edition of the applicable standards including, but not limited to, the following:

- CDOT Project Development Manual
- CDOT Local Agency Manual
- CDOT M & S Standards
- CDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Americans with Disabilities Act Accessibility Guidelines
- Town of Mead Design Standards and Construction Specifications

PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications and task complexity, as set forth herein or in the Consultant's Cost Proposal. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable federal, state, and local laws and regulations.

All Consultant personnel will be required to operate a motor vehicle, and each must possess and maintain a valid State of Colorado Driver's license. The Professional Engineer and Project Engineer shall have FHWA and CDOT experience sufficient to successfully manage construction. All Consultant personnel assigned to any and all projects shall be thoroughly familiar with CDOT and Town of Mead specifications, manuals, forms and documentation requirements.

The Consultant is required to submit a written request and obtain the Town Representative's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's organization chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification as set forth herein or in the Consultant's Cost Proposal, not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the Town.

The Consultant's Representative under the Agreement for Professional Services shall be a Registered Professional Engineer licensed in the State of Colorado in good standing with the Colorado State Board for Architects, Professional Engineers, and Professional Land Surveyors at all times during the Contract period, to perform the tasks described in this Contract and shall have a documented minimum ten (10) years of demonstrated experience acceptable to the Town in management and delivery of capital improvement projects for local agencies.

Scope of Services

Project and Construction Management Services

MATERIALS TO BE PROVIDED BY CONSULTANT

Unless otherwise specified, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

TASK 1: PRE-CONSTRUCTION PHASE

The Dewberry team will assist the Town and design consultant with any review and coordination needed during the bidding phase of the construction contractor. We will review the plans and specifications in detail, review bid documents, conduct/ attend and document the pre-bid conference, and compile and prepare bid addenda. Once bid packages are received, the team will review the packages, evaluate, recommend award, and prepare contracting documents. We will conduct the preconstruction meeting, prepare the agenda, and document the meeting minutes. As the team prepares for the construction phase, we will develop our PMP defining our stakeholder engagement strategy, construction management plan, and our quality management plan. We will set up our project tracking site, CIPO, where all information, documents, and process management will be managed and tracked through the duration of the project.

Dewberry will review the contract documents to define the scope and services needed for material testing services per CDOT requirements. We will manage all aspects of the procurement process and will administer the contract for the selected testing firm on behalf of the Town. Our field team will conduct thorough video and photo documentation of the preconstruction conditions for the limits of work capturing adjacent roadways, drives, routes, and public/private properties to minimize the Town's risk and avoid damage claims during and after construction.

TASK 2: CONSTRUCTION PHASE SERVICES

Project Coordination & Correspondence

Dewberry will coordinate and manage all correspondence with contractors, surveyors, material testers, design engineers, utility companies and community stakeholders. We will maintain close contact with the Town's project manager, provide an on-site construction manager and keep the design engineering firm informed on all pertinent correspondence. Our team will fully engage with all project stakeholders from design through project closeout and will lead regular engagement strategies with the Town to include:

- Weekly/Monthly update emails
- Website updates
- Social media outreach
- One-on-one meetings with business, neighbors, and property owners.
- Communication with local emergency agencies

Scope of Services

Project and Construction Management Services

Contract Administration

During construction, we will track all installation quantities, reconciling them daily, weekly, and monthly with the contractor to provide accuracy in each pay application. We will further review and recommend approval of pay applications, review, and manage contract changes for approval by the Town in compliance with DOT requirements, review contractor certified payrolls, and prepare all necessary documentation for requests for reimbursement. Throughout the project, we will conduct and preside over activity-specific preconstruction meetings, weekly construction progress meetings, field meetings with the contractor, and their subcontractors. These meetings will target safety, specific upcoming work areas, coordination with stakeholders/residents, special working requirements (environmental, SWMP, working hours), project controls, and other project action items.

Document & Process Management

Dewberry will provide and maintain the cloud-based construction management software site, CIPO, for all project documentation and process management. This platform will be available for all project parties, providing collaboration and use of automated workflows for RFIs, submittals, and correspondence. Centralized data with real-time visibility will be leveraged as we track all project documentation, including:

- Contract status
- Applications for payment
- PCOs
- COs
- RFIs
- Submittals
- Daily reports
- Progress photos
- Up-to-date schedule information
- Project correspondence
- All other CM and contractor project documentation

Access to the project records will be available to the team members and the Town. Dewberry will electronically deliver all files at the end of the project. Using CIPO, our contractual processes will be quickly expedited and will minimize lost time through cumbersome document creation. Our experienced construction management team will provide the expertise to fast-track RFIs, manage and recommend solutions, review submittals, and eliminate delays in response time and approvals. This will not only create project efficiency but will also promote congruence between the various project parties to drive a successful project delivery.

Project Controls

Our team will implement comprehensive project controls to help manage the critical issues of time, cost, scope, quality, and safety. As time is money, we will focus on efficiently keeping the project on schedule to realize cost savings. Through phasing and planning reviews; robust onsite presence during construction; effective utility coordination; and resolution of project issues at the lowest level of management, the project will be kept on schedule and budget. We will work closely with

Scope of Services

Project and Construction Management Services

the contractor to make certain that schedule control measures and management techniques are in place to accurately plan, monitor, and report performance throughout construction. Dewberry maintains Primavera P6 and MS Project licenses. We will perform a detailed review of the contractor's schedule to assess logic between activities, assess realistic activity durations, and verify that the critical path complies with the contract documents. We will also confirm that all specified construction sequencing and schedule constraints, permit conditions, submittal procedures, procurement, closures, testing, and closeout activities are included for all contract work. We will verify that the schedule meets all milestones and deadlines and will review the monthly schedule updates for accuracy against the project records. The Dewberry team will perform the evaluation and administration of all contract modifications, change orders and claims. The team will review the requests for merit, perform an independent estimate, and make recommendations to the Town for consideration. If approved, we will complete the required documentation to process the change. In the event of a claim, the team will immediately notify the Town and will work toward a timely resolution of the claim with the contractor.

Through our detailed oversight of quantity tracking, we will review and reconcile the contractor's monthly pay application while managing the construction budget. We will recommend to the Town any necessary withholdings, such as liquidated damages, labor compliance issues, stop notices, rejected work, or noncompliance with contract requirements. We will prepare and submit a monthly status report to the Town to provide an update on the project schedule, project budget, change orders, and project forecasts. We will routinely inform the Town of anticipated cash flow projections, including item underruns/overruns, and potential claims.

Quality Control & Inspections

Our staff will perform daily site inspections (full-time) to provide quality construction and conformity to the plans and specifications. We will coordinate our inspection efforts with the project team and Town employees to verify compliance with CDOT requirements and contract documents. Routine field inspections will include:

- Monitoring the contractor's work for general conformance with the plans and specifications
- Documenting the progress of the work with daily diaries and photographs
- Monitoring contract change order work in the field
- Confirming that the designer's submittal comments are incorporated into the work
- Reviewing the contractor's as-built record drawings status
- Coordinating and managing materials testing
- Reviewing and logging materials testing results and addressing non-conforming tests
- Preparing deficiency and punch lists

We will inspect all traffic control devices, as well as stormwater management BMPs. Our staff is trained in confined space entry, trench safety, and OSHA requirements. The project will adhere to Dewberry's ISO 9001:2015 compliant quality management framework, providing the highest level of quality control throughout the project's lifecycle. Our team will manage all material testing reports and monitor, log, and track all test results. We will maintain all CDOT required paperwork and procedures for materials testing and verify project requirements are met. Through our observation and nonconformance processes, the Dewberry team will document any deficiencies or deviations from the contract documents in writing, send the information to the contractor,

Scope of Services

Project and Construction Management Services

monitor and communicate outstanding deficiencies with the project team, and oversee resolutions and remediation to all quality issues.

Reports & Record Keeping

We will provide the Town with weekly and monthly reports documenting the contractor's work progress, contract times, and other pertinent information. These reports will act as a "dashboard" and provide the Town and stakeholders with an update each month. We will also document daily work progress in the form of daily logs, construction reports, and photographic documentation that will be maintained on our CIPO site. Dewberry also maintains access to drone technology that can provide the Town with a special aerial record of the projects progress. We will collect and map project field data into a GIS database either directly into the Town's base map or housed on Dewberry's GIS project map with the ability to transfer collected data to the Town at the end of the project. We utilize Trimble's DA2 GNSS receiver in conjunction with Field Maps to include accurate positioning coordinates (xyz) with all GIS data collected. The Dewberry team will maintain redline as-built drawings and compare them to the contractor's drawing, reflecting any changes to the original plans. The drawings will then be sent to the design consultant for final preparation of the As-Built Record Drawings. Dewberry will then review the design consultant's work for accuracy and completeness and will follow CDOT and the Town's procedures and requirements for as-built drawings.

TASK 3: POST CONSTRUCTION SERVICES

At the completion of construction, we will conduct a final punch list walkthrough and manage any Town coordination, start-up, and testing processes. Our staff will verify accurate O&M manuals are transmitted to the Town and coordinate the execution of all closeout documentation and processes. We will provide all project records and documentation obtained throughout the project. We will manage all workflow, forms, and procedures meeting CDOT Local Agency Requirements. Our tasks will include:

- Working with the contractor and design consultant to verify the as-built drawings are complete and accurate.
- Managing the punch list process and verifying completion.
- Conducting a final project review with the Town, design consultant, CDOT, and other agencies that may be affected by the work.
- Managing the CDOT Local Agency Requirements for project acceptance and project closure, including executing the required workflow, preparing all forms, processes, and required documentation.
- We will prepare and submit a final submittal package.

EXHIBIT B
COMPENSATION

PROJECT AND CONSTRUCTION MANAGEMENT SERVICES FOR STATE OR FEDERALLY FUNDED PROJECTS
3RD STREET AND WELKER AVENUE INTERSECTION PROJECT

FEE ESTIMATE

Schedule of Hourly Billing Rates & Charges

<u>Personnel Category</u>	<u>Standard Rate Per Hour</u>
Principal	\$350
Technical Advisor	\$250
QA/QC Officer	\$250
Engineer 9	\$305
Engineer 8	\$275
Engineer 7	\$250
Engineer 6	\$225
Engineer 5	\$195
Engineer 4	\$170
Engineer 3	\$155
Engineer 2	\$135
Engineer 1	\$115
Designer 6	\$220
Designer 5	\$200
Designer 4	\$180
Designer 3 / CAD Technician 5	\$160
Designer 2 / CAD Technician 4	\$135
Designer 1 / CAD Technician 3	\$110
CAD Technician 2	\$100
CAD Technician 1	\$80
Professional 6	\$210
Professional 5	\$190
Professional 4	\$170
Professional 3	\$150
Professional 2	\$125
Professional 1	\$105
Construction Professional 7	\$320
Construction Professional 6	\$285
Construction Professional 5	\$240
Construction Professional 4	\$215
Construction Professional 3	\$185
Construction Professional 2	\$155
Construction Professional 1	\$125
Construction Inspector 7	\$240
Construction Inspector 6	\$205
Construction Inspector 5	\$180
Construction Inspector 4	\$160
Construction Inspector 3	\$140
Construction Inspector 2	\$110
Construction Inspector 1	\$85
Admin Professional 4	\$145
Admin Professional 3	\$115
Admin Professional 2	\$95
Admin Professional 1	\$70

Rates will be negotiated for personnel with qualifications not identified in the above schedule.

Reimbursable Expenses

Subconsultants	Cost + 10%
Vehicle Mileage	Current Allowable IRS Rate
Non-Labor Direct Costs	Cost + 15%

This Schedule of Standard Hourly Billing Rates is considered "CONFIDENTIAL" information. Release of any information contained herein to third parties is prohibited without consent from Dewberry. The above standard rates will be held firm through December 31, 2024. For any contracts with end dates beyond December 31, 2024, escalation may be applied based on the most current CPIs or COLAs.

Town of Mead - 3rd Street & Welker Avenue Intersection
CM Services
CM Services Fee Development Worksheet
December 15, 2023

Task	Task Description	Assumptions & Notes	Total Cost	Dewberry			Total Hours	Estimated Labor Hours				
				Other Direct Costs	Labor Subtotal w/ Escalation to Mid-Point	Labor Cost Subtotal		CM Team				
								Cecil	Schaller	Pacheco	Latour	Hensley
					100%			\$ 350	\$ 215	\$ 155	\$ 185	\$ 145
Task 1	Pre-construction Phase	Total Duration - 2 months										
1.1	Contract Management	monthly contract management, CDOT LAP	\$ 17,280	\$ -	\$ 17,280	\$ 17,280	80	16	16	0	32	16
1.2	Establish CIPO Site		\$ 14,550	\$ -	\$ 14,550	\$ 14,550	54	24	24	4	2	0
1.3	Create PMP/CMP, QMP, & Stakeholder Engagement Plans	Construction Management Plan, Quality Plan	\$ 6,690	\$ -	\$ 6,690	\$ 6,690	30	4	16	0	10	0
1.4	Pre-construction Photos & Video		\$ 3,125	\$ -	\$ 3,125	\$ 3,125	19	0	3	16	0	0
1.5	Review Plans & Specs - Bid Set	plan review/comments/Studio Session	\$ 5,180	\$ -	\$ 5,180	\$ 5,180	28	0	8	8	12	0
1.6	Material Testing Procurement - Bid Analysis/Selection, Contract Docs	Testing firm through Town	\$ 4,250	\$ -	\$ 4,250	\$ 4,250	22	0	6	0	16	0
1.7	Contractor Procurement - Bid Docs	Contractor selection phase	\$ 4,060	\$ -	\$ 4,060	\$ 4,060	20	0	12	0	8	0
1.8	Contractor Procurement - Pre-bid Meeting		\$ 1,385	\$ -	\$ 1,385	\$ 1,385	7	0	3	0	4	0
1.9	Contractor Procurement - Addenda Assistance		\$ 2,340	\$ -	\$ 2,340	\$ 2,340	12	0	4	0	8	0
1.10	Contractor Procurement - Bid Analysis/Selection, Contract Docs		\$ 3,860	\$ -	\$ 3,860	\$ 3,860	19	1	8	2	8	0
	Subtotal - Task 1 - Pre-construction Phase		\$ 62,720	\$ -	\$ 62,720	\$ 62,720	291	45	100	30	100	16
Task 2	Construction Phase (8 months)	Total Duration - 8 months										
	Contract Administration											
2.1	Contract Management - Construction		\$ 22,540	\$ -	\$ 22,540	\$ 22,540	116	0	60	24	32	0
2.2	Contract Management - Pay app, change orders, RFR	processing all contract paperwork	\$ 40,630	\$ -	\$ 40,630	\$ 40,630	202	40	24	50	24	64
2.3	Pre-construction Meeting	agenda, contact list, minutes	\$ 2,960	\$ -	\$ 2,960	\$ 2,960	16	0	6	6	4	0
2.4	Weekly Progress Meeting - 1 per week for 8 months	attendance and management of meetings	\$ 19,020	\$ -	\$ 19,020	\$ 19,020	108	0	32	64	12	0
	Document & Process Management											
2.5	Create and Compile Job Files/CIPO Management		\$ 11,810	\$ -	\$ 11,810	\$ 11,810	70	0	12	50	8	0
2.6	Submittal/Shops coordination and record keeping		\$ 19,970	\$ -	\$ 19,970	\$ 19,970	106	8	8	40	50	0
2.7	RFI Response		\$ 6,300	\$ -	\$ 6,300	\$ 6,300	36	0	8	20	8	0
	Project Controls											
2.8	Schedule Management	CPM review, monthly reporting	\$ 12,900	\$ -	\$ 12,900	\$ 12,900	66	10	8	40	8	0
	Quality Control/Inspection											
2.9	Construction Management	Site inspection & CM, field activities	\$ 261,480	\$ -	\$ 261,480	\$ 261,480	1,554	6	300	1,200	48	0
	Reports & Recordkeeping											
2.10	Weekly/Monthly Reports	creation of reports for project	\$ 15,235	\$ -	\$ 15,235	\$ 15,235	77	8	29	40	0	0
2.11	Daily Construction Logs	daily logs and field work, CIPO logs	\$ 24,835	\$ -	\$ 24,835	\$ 24,835	149	0	29	120	0	0
	Subtotal - Task 2 - Construction Phase (8 months)		\$ 437,680	\$ -	\$ 437,680	\$ 437,680	2,500	72	516	1,654	194	64
Task 3	Post Construction Phase (2 months)	Total Duration - 2 months										
3.1	Punch list walkthrough	create and monitor, field walks	\$ 2,960	\$ -	\$ 2,960	\$ 2,960	16	0	8	8	0	0
3.2	Record Drawing Compilation		\$ 8,640	\$ -	\$ 8,640	\$ 8,640	48	0	16	24	8	0
3.3	Closeout Paperwork		\$ 13,160	\$ -	\$ 13,160	\$ 13,160	72	0	24	8	24	16
3.4	Project Closeout	CDOT process/forms, files, CIPO site	\$ 18,760	\$ -	\$ 18,760	\$ 18,760	88	16	24	8	24	16
3.5	Warranty Walk	2 warranty walks	\$ 4,440	\$ -	\$ 4,440	\$ 4,440	24	0	12	12	0	0
	Subtotal - Task 3 - Post Construction Phase (2 months)		\$ 47,960	\$ -	\$ 47,960	\$ 47,960	248	16	84	60	56	32
	Total for All Tasks		\$ 556,585	\$ 8,225	\$ 548,360	\$ 548,360	3,039	133	700	1,744	350	112

Assumptions, Clarifications and Exclusions

- Construction Phase assumed for 8 months of construction
- Contractor procurement, preconstruction, and CDOT requirements assumed over a 2 month duration
- Project closeout, State and federal closeout requirements, and construction closeout over a 2 month duration
- 2 warranty walkthroughs included (11mo and 23mo)
Reimbursable (estimated):
- Vehicle mileage - included
- Other direct costs as a % of labor - 1.5% (in project total)

This Schedule of Standard Hourly Billing Rates is considered "CONFIDENTIAL" information. Release of any information contained herein to third parties is prohibited without consent from Dewberry. The above standard rates will be held firm through December 31, 2024. For any contracts with end dates beyond December 31, 2024, escalation may be applied based on the most current CPIs or COLAs.

EXHIBIT C
TASK ORDER FORM



TASK ORDER

SPECIAL PROJECT/ADDITIONAL SERVICES

TASK ORDER NO.: _____

Task Name: _____

Requested By: _____
(Town Dept. / Project Mgr.)

Proposed Start Date: _____

Funding Source: _____

Proposed Completion Date: _____

Tasks / Deliverables: See attached memorandum

Total Task Order Budget: _____

Approval:

Town Manager, authorized by Resolution No. XX-R-202__ **Date:** _____

Additional Comments: This Task Order is not valid without attached Task Order memorandum, approved by _____. As required by the terms of that certain AGREEMENT FOR PROFESSIONAL SERVICES by and between the Town and Dewberry Engineers Inc. dated _____, 2024 (the "AGREEMENT") this Task Order shall not be executed by the Town Manager unless and until the Board of Trustees has considered and approved a Resolution: (1) authorizing a written amendment to the AGREEMENT to increase the Not-to-Exceed Amount set forth in Section IV.A. of the AGREEMENT, as necessary, and (2) delegating authority to the Town Manager to finalize and execute the task order(s) on behalf of the Town. The Board Resolution authorizing the Town Manager to execute this Task Order shall be attached hereto.

Attachment(s): Task Order Memorandum
Board Resolution approving Task Order(s)

TOWN TREASURER / FINANCE DEPARTMENT REVIEW:

Finance has reviewed this Task Order and the funds:

☐ *are appropriated*

☐ *are not appropriated (note: _____)*

By: _____

Account reference/information: _____



TASK ORDER MEMORANDUM

To: Town Manager

From:

Date:

Subject: _____

Task Order No. _____

This Task Order Memorandum has been prepared in accordance with the Town's Agreement for Professional Services with Dewberry Engineers Inc. (the "Contractor") for Project and Construction Management Services for State or Federally Funded Projects (RFP No. 2023-009) dated _____, 2024 (the AGREEMENT). As set forth in the AGREEMENT, the Contractor shall provide no Additional Services except pursuant to one or more task orders completed and executed by the Town and Contractor.

Task(s) to be performed (insert description of specific "Additional Services"):

Time schedule:

Deliverables:

Charges: Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed (NTE) figure. Charges shall be calculated pursuant to the hourly rates in the AGREEMENT, unless otherwise set forth herein. A copy of the Contractor's proposal related to the Task(s) outlined above is attached to this Task Order Memorandum as ATTACHMENT A. I have reviewed and approved the Contractor's proposal, and I therefore request that you proceed to approve the attached Task Order, which will authorize the Contractor to proceed with the pass-through services described above for the not to exceed fee of _____. As required by the terms of the AGREEMENT, this Task Order shall not be executed by the Town Manager unless and until the Board of Trustees has considered and approved a Resolution: (1) authorizing a written amendment to the AGREEMENT to increase the Not-to-Exceed Amount set forth in Section IV.A. of the AGREEMENT; and (2) delegating authority to the Town Manager to finalize and execute this Task Order on behalf of the Town.

Review and approval of Task Order Memorandum:

Name and Title:

(Note: This Task Order Memorandum is not valid unless and until a Task Order has been executed by the Town Manager and approved by the Town Treasurer/Finance Department, following consideration and approval of the Board of Trustees of a Resolution: (1) authorizing a written amendment to the AGREEMENT to increase the Not-to-Exceed Amount set forth in Section IV.A. of the AGREEMENT, as necessary, and (2) delegating authority to the Town Manager to finalize and execute the task order(s) on behalf of the Town.)