

**CITY OF LITTLETON**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into by and between **HDR ENGINEERING, INC.**, a Nebraska corporation, and its affiliated, associated, or related companies or subsidiaries whose business address is 1670 Broadway, Ste 3400, Denver, Colorado 80202 (“Contractor”) and the **CITY OF LITTLETON, COLORADO** (“City”), a Home Rule municipality of the State of Colorado. City and Contractor are referred to as a “Party” or collectively as the “Parties.”

**RECITALS AND REPRESENTATIONS**

**WHEREAS**, City needs certain services to be performed as described in this Agreement;  
and

**WHEREAS**, City issued a solicitation for proposals no. 2-2025, and Contractor submitted a proposal to perform the services; and

**WHEREAS**, Contractor represents that it has the skill, ability, and expertise to perform the services described in this Agreement; and

**WHEREAS**, Contractor represents that it can perform the services described in this Agreement within the deadlines provided in this Agreement; and

**WHEREAS**, Parties desire to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the benefits and obligations of this Agreement, Parties mutually agree as follows:

**1.0 SERVICES AND PERFORMANCE**

As directed by City, Contractor shall provide the services described in **Exhibit A, Scope of Services** (the “Services”). Exhibit A is incorporated herein in its entirety. City may request a change in the Services. Any changes that are mutually agreed upon between City and Contractor shall be made in writing and upon execution by both Parties shall become an amendment to this Agreement.

## **2.0 INDEPENDENT CONTRACTOR**

Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with City other than as a contracting party and independent contractor. City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for Contractor or Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

## **3.0 STANDARD OF PERFORMANCE**

In performing the Services, Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to City that Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

- 3.1 Contractor shall become fully acquainted with the available information related to the Services. Contractor is obligated to affirmatively request from City such information that Contractor, based on Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.
- 3.2 Contractor shall promptly inform City concerning ambiguities and uncertainties related to Contractor's performance that are not addressed by the Agreement.
- 3.3 Contractor shall provide all of the Services required in the Agreement in a timely and professional manner.
- 3.4 Contractor shall promptly comply with any written request for City or any of its duly authorized representatives to reasonably access, review and audit any books, documents, papers, and records of Contractor that are pertinent to Contractor's performance under this Agreement for the purpose of City performing any review of the Services.

- 3.5 Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and resolutions.
- 3.6 Contractor shall be responsible at Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- 3.7 Prior to designating an outside professional to perform sub-consultant or subcontractor work, Contractor shall submit the name of such sub-consultant or subcontractor, a resume demonstrating their experience in work of like character and magnitude of the services being contemplated, and rates to City and receive prior approval in writing from City.
- 3.8 Contractor's observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Contractor shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Contractor shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project. The City agrees to contractually require its construction contractor(s) to name both the City and Contractor as an additional insured on construction contractor(s') commercial general liability insurance.

#### **4.0 COMPENSATION**

- 4.1 **Maximum Contract Amount.** The maximum contract amount to be paid by City to Contractor pursuant to this Agreement shall in no event exceed the sum of **\$2,299,974.00.**
- 4.2 Following execution of this Agreement, City shall compensate Contractor in accordance with Exhibit A. Any increases or modification of compensation shall be subject to the approval of City. Any changes that are mutually agreed upon between City and Contractor shall be made in writing and upon execution by both Parties shall become an amendment to this Agreement.
- 4.3 Contractor shall submit to City a detailed invoice of the services performed, and if City is satisfied with Contractor's performance, City shall pay the invoice within forty-five (45) days.

- 4.4 Unless otherwise directed or accepted by City, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized reimbursable expenses for Services during the stated period of the invoice. City may dispute any Contractor time, reimbursable expense, and/or compensation requested by Contractor described in any invoice and may request additional information from Contractor substantiating all compensation sought by Contractor before accepting the invoice. When additional information is requested by City, City shall advise Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. If City disputes an item or invoice and additional information is requested, City shall pay Contractor within thirty (30) days of acceptance of the item or invoice by City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement.
- 4.5 Contractor shall provide an updated W-9 to City's finance department on an annual basis.

## 5.0 TERM AND TERMINATION

- 5.1 **Term.** Performance of Services shall commence upon execution of Agreement and shall be completed by **April 15, 2027** unless terminated earlier pursuant to this Agreement. Contractor acknowledges and agrees that this Agreement's execution may be contingent upon approval by City Council, in compliance with all applicable provisions of City Charter and City Code. City shall not incur any liability whatsoever if this Agreement is not approved by City Council.
- 5.2 **Unilateral Termination.** This Agreement may be terminated by either Party for any or no reason upon written notice delivered to the other at least ninety (90) days prior to termination. In the event of the exercise of the right of unilateral termination as provided by this subsection, Contractor shall continue to provide Services under this Agreement until the ninety (90) day notice period has passed, unless otherwise provided in any notice of termination delivered by City; and all finished or unfinished documents, data, studies and reports prepared by Contractor pursuant to this Agreement shall be delivered to City and shall become the property of City.
- 5.3 **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 which notice shall specify the non-performance, provide both 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 purposes of this subsection, “reasonable time” shall be not less than five (5) business days. Provided that notice of non-performance is provided in accordance with this subsection, nothing in this subsection shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

- 5.4 **Mutual Termination.** City and Contractor may agree in writing to mutually terminate this Agreement.
- 5.5 **City Unilateral Suspension of Services.** City may suspend Contractor’s performance of the Services at City’s discretion and for any reason by delivery of written notice of suspension to Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, Contractor shall immediately cease performance of 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.
- 5.6 **Reinstatement of Services Following City’s Unilateral Suspension.** City may at its discretion direct Contractor to continue performance of the Services following suspension. If such direction by City is made within thirty (30) days of the date of suspension, Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, Contractor may elect to: (1) provide written notice to City that the suspension is considered a unilateral termination of this Agreement; (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by City, to provide written notice to City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.
- 5.7 **Delivery of Notice of Termination.** Any notice of termination permitted by this Section shall be addressed to the person signing this Agreement on behalf of Contractor or to City at the address shown in subsection 11.13, or such other address as either Party may notify the other of.

## 6. INSURANCE

- 6.1 **Required Insurance.** Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified (“Required Insurance”).

City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of Agreement or of any of City’s rights or remedies under this Agreement.

A. Workers’ Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.

B. Commercial General Liability insurance with minimum combined single limit for each occurrence of one million dollars (\$1,000,000.00) and of one million dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of 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. The policy shall name City of Littleton as additional insured.

C. Professional Liability (Errors and Omissions) insurance with a minimum limit of one million dollars (\$1,000,000.00) per claim and one million dollars (\$1,000,000.00) aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best’s Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor.

- 6.2 **Additional Requirements for Insurance.** In addition to specific requirements imposed on insurance by this Section and its subsections, insurance shall conform to the following:

A. All policies of insurance shall be primary insurance, and any insurance carried by City, its officers, or its employees shall be excess and not contributory insurance to that provided by Contractor; provided, however, that City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services provided by Contractor. Contractor shall not be an insured party for any City-obtained insurance policy or coverage.

B. Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage.

D. Contractor shall provide City with notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

6.3 **Failure to Obtain or Maintain Insurance.** Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of Contractor arising from performance or non-performance of this Agreement. Failure on the part of 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 City may immediately terminate this Agreement, or, at its discretion, City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Contractor to City immediately upon demand, or at City's sole discretion, City may offset the cost of the premiums against any monies due to Contractor from City pursuant to this Agreement.

6.4 **Insurance Certificates.** Prior to commencement of any Services under this Agreement, Contractor shall submit to City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. City may request, under necessary circumstances, a copy of Contractor's insurance policies; such policies shall be made available for review but may be redacted to protect any confidential or proprietary information. City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

- 6.5 **Sub-consultants or Subcontractors.** Contractor shall confirm and document that all sub-consultants and subcontractors (including independent contractors, suppliers, or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

## **7.0 OWNERSHIP OF DOCUMENTS**

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

## **8.0 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND OTHER LAWS CONCERNING ACCESSIBILITY**

Contractor covenants that all designs, plans and drawings produced or utilized under this Agreement will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility standards ("UFAS").

If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. If Contractor fails to comply with the foregoing standards, City may, without limiting any of its remedies set forth in Section 10 or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense to City, all Services required to be reperformed as a direct or indirect result of such failure.



## 9.0 CONFLICT OF INTEREST

Contractor shall refrain from providing any services to other persons, firms, or entities that would create a conflict of interest for Contractor with regard to providing the Services pursuant to this Agreement. Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. § 24-18-109, as amended, or any City-adopted Code of Conduct or ethical principles.

## 10.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, City may exercise the following remedial actions if 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 Contractor. The remedial actions include:

- A. Suspend Contractor's performance pending necessary corrective actions as specified by City; and/or
- B. Withhold payment to Contractor until the necessary Services or corrections in performance are satisfactorily completed; and/or
- C. Deny payment for Services which have not been satisfactorily performed, and which, due to circumstances caused by Contractor, cannot be performed, or if performed would be of no value to City; and/or
- D. Recover actual and/or consequential damages; and/or
- E. Terminate this Agreement.

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

## 11.0 MISCELLANEOUS PROVISIONS

- 11.1 **No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. City's approval or acceptance of, or payment for, Services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by City except in writing signed and

any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

- 11.2 **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to City, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 11.3 **Non-Discrimination.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnicity, citizenship, immigration status, sex, gender, age, sexual orientation, gender identity or gender expression, marital status, protective hairstyle, genetic information, pregnancy, disability, or any other status protected by applicable law. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to their race, color, religion, national origin, ethnicity, citizenship, immigrations status, sex, gender, age, sexual orientation, gender identity or gender expression, marital status, protective hairstyle, genetic information, pregnancy, disability, or any other status protected by applicable law. 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.
- 11.4 **Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assignees; provided that this Section shall not authorize assignment.
- 11.5 **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, subconsultant 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.
- 11.6 **Article X, Section 20/TABOR.** The Parties understand and acknowledge that City is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR

and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

- 11.7 **Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the laws of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, **the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement.** The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting Party shall not apply to the interpretation of this Agreement.
- 11.8 **Survival of Terms and Conditions.** The Parties understand and agree that all 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.
- 11.9 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of City. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned. No assignment shall release Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.
- 11.10 **Headings.** The captions in this Agreement are for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 11.11 **Integration and Amendment.** This Agreement represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both City and Contractor.

- 11.12 **Severability.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 11.13 **Notices.** Any notice required or permitted by this Agreement shall be in writing and addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed given upon delivery if personally delivered, or forty-eight (48) business hours after deposited in the United States Mail properly addressed to the intended recipient, postage prepaid, registered or certified mail, with return receipt requested.

<b>If to City:</b>	<b>If to Contractor:</b>
City Manager City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80120	HDR ENGINEERING INC 1670 Broadway, Ste 3400 Denver, Colorado 80202
With copy to: City Attorney City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80120	

## 12.0 INDEMNIFICATION AND HOLD HARMLESS

Contractor expressly agrees to, and shall, indemnify and hold harmless City and any of its elected and appointed officials, officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and reasonable attorney fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of its employees, agents, partners, subcontractors, consultants, or others working on behalf of Contractor in performance of the Services under this Agreement. Nothing in this Section shall constitute an agreement by Contractor to indemnify or hold City harmless for any omission or action by City or any of its elected and appointed officials, officers, agents, or employees. By demanding this right to indemnification, City in no way waives or limits its rights under the Colorado Governmental Immunity Act, C.R.S. § 24-20-101, *et. Seq.*

**13.0 AUTHORITY**

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

**14.0 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

Contractor consents to the use of electronic signatures by City. The Agreement and any other documents requiring a signature hereunder may be signed electronically by City in the manner specified by City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF LITTLETON, COLORADO**

**ATTEST**

\_\_\_\_\_  
Kyle Schlachter  
MAYOR

\_\_\_\_\_  
Colleen Norton  
CITY CLERK

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Reid Betzing  
CITY ATTORNEY



**CONTRACTOR**

\_\_\_\_\_  
Brad Martin  
Area Manager

\_\_\_\_\_  
Date

## Exhibit A

Contractor shall provide professional services for project and construction management, inspection, and administrative services throughout the Santa Fe and Mineral Operational Improvements project. The project is anticipated to begin in May 2025 and continue for a duration of 400 working days. Contractor shall provide services through the duration of the project and until final acceptance is granted from CDOT. Contractor will act as an owner's representative for the project and will manage all aspects of the project from pre-construction through final close out.

The project is primarily located at the intersection of Santa Fe Drive and Mineral Avenue, within Littleton's boundaries. The intent of this project is to reconstruct the existing intersection, producing a quadrant road intersection. In order to achieve this new alignment, as described in the Plans & Specs, the construction contractor will be responsible for soil grading, placement of a concrete box culvert, curb, gutter, sidewalk and concrete flatwork, paving operations, storm sewer installation, traffic signal improvements, fiber installation, and final landscaping.

This construction work is Federally-funded through Transportation Improvement Program ("TIP") grants, and is located on the CDOT's Highway System.

Contractor will be responsible for acting as the on-site representative for the City, and will be expected to perform the following duties:

- Meetings:
  - Contractor will be responsible for the coordination, preparation, note taking and distribution of meeting minutes and material necessary to conduct meetings. Contractor will carefully identify all existing stakeholders and determine their role and necessity at each meeting throughout the project.
  - It is expected that Contractor will be responsible for all meetings, beginning at the kickoff meeting, throughout the project on a weekly basis, monthly progress meetings with CDOT, and any meetings outside of the regular weekly and monthly progress meetings.
- Project Schedule:
  - The anticipated construction work days are Monday through Friday with the potential for some weekend or night work at critical moments of the project, or at signal change overs. At times, work may be less than or greater than a standard 40-hour work week.
- Contractor will be responsible for updating and maintaining all documentation in B2G, LCP Tracker, certifying payroll, wage rate interviews, and any other requirements as determined by CDOT to satisfy the project requirements.

- Contractor will be responsible for all financial billings and mandated reports pertaining to Federal and State regulations.
  - Contractor shall prepare a detailed pay application summary for each billing period, which is to be agreed upon by all parties.
  - Contractor shall, prior to monthly payment, ensure that the construction contractor and project has fulfilled Federal and State requirements, allowing the reimbursement to be paid to the City.
    - If for any reason this is not fulfilled, Contractor shall, in a timely fashion, work with the construction contractor to produce such documents, ensuring reimbursement of funds to the City.
  - Monthly requests for reimbursement will be completed as payments are made to the construction contractor.
  - Contractor shall utilize all CDOT forms relating to the nature of the work and shall maintain mastery of the knowledge, skills, and best practices to complete a CDOT Local Agency Project. All documentation will be required and subject to City and State approval, adhering to CDOT and Federal specifications and CDOT's Local Agency Desk Reference and Checklist.
- Contractor shall have any and all materials required to complete and fulfill all responsibilities pertaining to the project, including tools, personal protective equipment ("PPE"), electronic devices, software and supplies.
- Contractor will work with the construction contractor to maintain a consistent baseline, and progress schedule, monthly summaries, citizen call log, neat line as-built drawings, stormwater management plans ("SWMP"), etc.
- The on-site inspector shall be knowledgeable of Manual on Uniform Traffic Control Devices ("MUTCD") requirements and shall perform, in addition to daily inspections of work on the site, an inspection of all traffic control devices, ensuring a safe work zone for both the traveling public, as well as the site staff.
- Contractor will receive and review all public information from the contractor's Public Information Manager and assure that the information is presented to the City's Communication team in a form which is easily publishable per CDOT specifications.
- Contractor will be responsible for preparing and submitting Construction Modification Orders ("CMO") for City and CDOT approval prior to continuation of work.
- Contractor will review and respond to Requests for Information ("RFI"), submittals, and any Safety Critical Work Plans.
- Contractor will work with the construction contractor to provide routine construction updates to the project information officer as well as to City staff.
- Contractor will act as a liaison between the City staff, construction contractor, CDOT adjacent developers, utility providers and all identified stakeholders.

- Contractor will review and approve all applicable permits including City of Littleton Grading and right of way (“ROW”) permits, Colorado Department of Public Health & Environment, and any other permits necessary to complete work.
- Contractor will be required to provide certified geotechnical and materials testing services. Contractor shall submit documentation to the City of the testing consultant’s/subconsultant’s ability, experience, certifications and technical knowledge to complete the quality assurance (“QA”) testing on the project.
  - The testing consultant/subconsultant shall abide by all CDOT materials requirements, and Contractor shall ensure all documentation is received and accepted in order to provide payment to the construction contractor.
  - The geotechnical and materials testing consultant/subconsultant shall be responsible for maintaining CDOT Materials Manual, Form 250 - Materials Documentation Record, and associated documentation for materials and testing as requested from CDOT.
  - All materials testers shall conform to the CDOT minimum testing credentials, and testing laboratories shall provide documentation of lab accreditation.
- Contractor will be responsible for monitoring and upholding the contract budget and notifying the City project manager of any risks which may create overages or additional resources.
- Contractor will provide the City with final documentation within 60 days after project acceptance. This includes:
  - As-built data
  - Final Acceptance Letters from CDOT
  - Final quantities for the project
  - Final request for reimbursement (“RFR”) to CDOT
  - Equal Employment Opportunity Acceptance Letter
  - Materials Acceptance Letter
  - Final Acceptance Letter to the Construction Contractor



Estimate of Cost

LABOR						
Name	Role	Estimated Hours			2025 Unit Rate <sup>(1)</sup>	Subtotal
		2025	2026 <sup>(2)</sup>	2027 <sup>(2)</sup>		
Chau Nguyen	Principal In Charge	10	5	5	20 \$	\$5,840
Phil Hull	Sr. Project Manager II	100	180	20	300 \$	\$84,900
Stephen Hedemann	Construction Project Engineer II	1200	1860	380	3440 \$	\$619,200
Anika Pietsenpol	Construction Project Engineer I	1160	1860	260	3280 \$	\$465,760
Bob Eklund	Construction Inspector III	1160	1860	260	3280 \$	\$452,640
Tucker Sheldrake	Construction Inspector I	0	0	0	0 \$	\$0
Tammy Buck	Project Professional I	35	60	5	100 \$	\$17,100
Jocelyn Perrie	Administrative I	70	120	10	200 \$	\$16,800
Bruce Tonilas	Sr. Scheduling Mgr (PIC Rate)	32	20	0	52 \$	\$15,184
Kathryn Daley	Project Controller II	36	55	9	100 \$	\$13,000
		<b>3767</b>	<b>6020</b>	<b>949</b>	<b>Estimate Subtotal, Labor</b>	<b>\$1,690,424</b>

  

DIRECT COSTS				
Description	Quantity	2025 Unit Rate	Subtotal	
Misc/Reproduction/Alt Testing	25,250	\$ 1.00	\$ 25,250.00	
Mileage (PT staff)	3,000	\$0.70	\$ 2,100.00	
Vehicle months (FT staff)	54	\$1,300.00	\$ 70,200.00	
		<b>Estimated Subtotal, Direct Costs</b>	<b>\$97,550</b>	

  

SUBCONSULTANT		
Name	Role	Subtotal
Shannon & Wilson	Materials Testing	\$512,000
	<b>Estimated Subtotal, Subconsultants</b>	<b>\$512,000</b>
	<b>Estimated Grand Total</b>	<b>\$2,299,974</b>

Notes:

- Our Municipal category unit rates have been used. Estimated escalation for 2026 and 2027 is included in this quotation.
- Estimated costs are based upon a scheduled start of 5/1/25 and 400-working-day duration. Slippage of start date may impact costs due to deferral of costs into 2026 and 2027.
- Hours estimate includes 1-2 weeks pre-construction and 4 weeks for the project engineer to complete the finals documentation package.
- We have included 5% labor cost for non-working days as our work doesn't stop on non or partial work days.
- The RFQ documents indicate the project to be completed in 400 working days. Assuming standard NOAA weather days in the baseline schedule (shown to the right) the project is assumed to complete construction by February 2027.
- OMITTED
- We estimated standard 8-hour days five days per week, over the duration of the project. Our work schedule is driven by the contractor's schedule. Contractor schedules that incorporate planned work shifts in excess of 8 hours/day may result in additional hours above and beyond what is considered occasional overtime, prompting an amendment to our work hour, and cost estimate.
- We estimated two winter slowdown seasons (three months each) with reduced hours for field staff inspectors and testers. The hours savings will be utilized to accommodate longer contractor summer work schedules to the extent possible.
- The miscellaneous budget item is an estimate for alternative inspection items not clarified in the RFP such as earthwork photogrammetry for baseline changes at pre-construction conference, and contingency funds for or other city requested services. We estimated this cost to be 1% of the total estimated cost.
- We have included the cost of a Sr. Scheduling Manager to support the project team during initial construction phasing and to achieve an appropriately detailed baseline schedule.

Municipal Category Unit Rates

2025 HDR Construction Control Coporation Rates

Category	2025 Rates
Administrative I	\$ 84.00
Principal In Charge	\$ 292.00
Project Controller II	\$ 130.00
Project Controller III	\$ 144.00
Project Professional I	\$ 171.00
Project Professional II	\$ 184.00
Project Professional III	\$ 197.00
Sr. Project Manager II	\$ 283.00
Sr. Project Manager III	\$ 301.00
Construction Inspector I	\$ 90.00
Construction Inspector II	\$ 115.00
Construction Inspector III	\$ 138.00
Construction Project Engineer I	\$ 142.00
Construction Project Engineer II	\$ 180.00

Expense Item	Rate
Plots (Mylar)	At Cost
Plots (Bond)	At Cost
Copies (8.5x11 B&W)	At Cost
Copies (8.5x11 Color)	At Cost
Copies (11x17 B&W)	At Cost
Copies (11x17 Color)	At Cost
Travel Costs	IRS allowable/at cost
Meals, Fuel	Per Diem/At Cost
Outside Expenses	At Cost

NOAA Weather Data

NOWData - NOAA Online Weather Data													
Monthly Number of Days Precipitation >= 0.1 for Denver Area, CO (ThreadEx)													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2020	1	4	3	1	4	1	4	2	2	1	1	3	27
2021	1	4	6	7	9	3	1	1	1	0	0	1	34
2022	4	4	5	0	5	1	3	3	4	2	1	3	35
2023	3	1	2	2	7	10	7	2	2	2	0	0	38
2024	0	5	3	7	4	2	4	3	3	0	6	0	37
2025	2	M	M	M	M	M	M	M	M	M	M	M	M
<b>Mean</b>	2	4	4	3	6	3	4	2	2	1	2	1	34
<b>Max</b>	4	5	6	7	9	10	7	3	4	2	6	3	38
<b>Min</b>	0	1	2	0	4	1	1	1	1	0	0	0	27