

AGREEMENT BETWEEN CLEAR CREEK COUNTY AND ENGINEER FOR PROFESSIONAL SERVICES – TASK ORDER EDITION

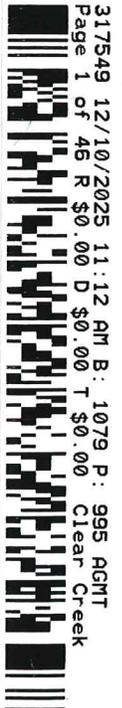
PW 24-08 Road & Bridge Professional Engineering & Consulting Services

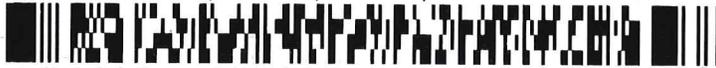
TABLE OF CONTENTS

	Page
Article 1— SERVICES OF ENGINEER	1
1.01 General.....	1
1.02 Task Order Procedure	1
1.03 Management of Engineering Services	2
Article 2— OWNER’S RESPONSIBILITIES	4
2.01 Application of Owner’s Responsibilities	4
2.02 Project Information.....	4
2.03 Owner’s Instructions Regarding Bidding and Construction Documents.....	5
2.04 Owner-Furnished Services	5
2.05 Owner’s General Responsibilities	5
2.06 Payment	7
Article 3— TERM AND TIMES FOR RENDERING SERVICES	7
3.01 Term	7
3.02 Commencement.....	7
3.03 Time for Completion	7
Article 4— INVOICES AND PAYMENTS.....	8
4.01 Invoices	8
4.02 Payments.....	8
4.03 Basis of Compensation.....	8
4.04 Explanation of Compensation Methods	9
4.05 Reimbursable Expenses	9
4.06 Other Provisions Concerning Payment	9
Article 5— Opinions of Cost.....	10
5.01 Opinions of Probable Construction Cost.....	10
5.02 Opinions of Total Project Costs.....	10
Article 6— GENERAL CONSIDERATIONS	10

Re-recorded to include Appendices

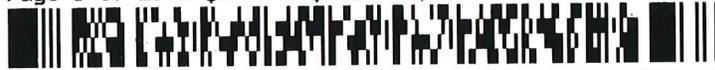
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6.01	Standards of Performance	10
6.02	Ownership and Use of Documents	11
6.03	Electronic Transmittals	12
6.04	Insurance.....	12
6.05	Suspension and Termination	13
6.06	Successors, Assigns, and Beneficiaries.....	14
6.07	Reserved.....	14
6.08	Controlling Law; Venue.....	14
6.09	Environmental Condition of Site.....	14
6.10	Indemnification	16
6.11	Records Retention.....	16
6.12	Budget Appropriation	16
6.13	Miscellaneous Provisions	16
Article 7—	DEFINITIONS.....	19
7.01	Defined Terms.....	19
Article 8—	APPENDICES AND EXHIBITS.....	24
8.01	Reserved.....	24
8.02	Appendices to Main Agreement	24
8.03	Resource Documents: Task Order Form and Exhibits to Task Order	25
8.04	Executed Task Orders and Their Exhibits.....	25
8.05	Total Agreement; Amendments to Main Agreement and Task Orders.....	25
Article 9—	Special Provisions	25
9.01	Designated Representatives	25
9.02	Engineer's Certifications	26
9.03	Conflict of Interest	26





AGREEMENT BETWEEN CLEAR CREEK COUNTY AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

PW 24-08 Road & Bridge Professional Engineering & Consulting Services

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between Clear Creek County, Colorado, a political subdivision of the State of Colorado, by and through its Board of County Commissioners, ("Owner" or "County") and RockSol Consulting Group, Inc. ("Engineer"). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

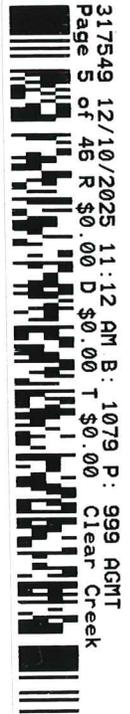
- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- B. This Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Agreement; (b) the Agreement's appendices; (c) any executed written amendments of the Agreement; (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

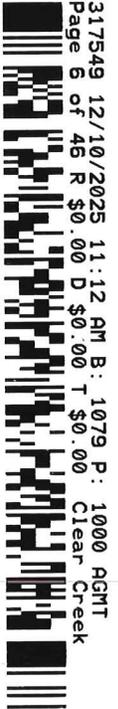
- A. The general format of a Task Order is presented in the accompanying Task Order Form and Task Order exhibits.
- B. Each specific Task Order will indicate:
 - 1. Project Background Data;
 - 2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
 - 3. Additions or Modifications to Owner's Responsibilities;
 - 4. Task Order and Deliverable Schedule;



5. Engineer's Compensation for Task Order; and
 6. Project Staff, Roles, and Responsibilities.
- C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will incorporate an Exhibit A, "Engineer's Services Under Task Order," prepared for the specific Task Order.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Agreement.
- 1.03 Management of Engineering Services
- A. Engineer shall designate one (1) point of contact for ongoing management of Task Order development, Task Order management, coordination of progress meetings, invoicing, coordination of Project Staff per individual Task Orders.
1. The Engineer understands and hereby acknowledges that the Owner is relying primarily upon the expertise and personal abilities of Nathan Clouse, and this Agreement is conditioned upon his/her continuing direct personal involvement in the Services.
 2. The Owner understands that other employees of Engineer will be working on portions of the Services; however, these employees shall be under the direction of the person identified in this paragraph at all times; in the event that s/he is unable to remain involved in the Services, the Engineer shall immediately notify the Owner and the Owner shall have the option to terminate this Agreement.
- B. Progress meetings shall primarily occur every one to two weeks, as agreed to between Engineer and Owner. Progress meetings will be organized and led by Engineer to include all upcoming and in-progress Task Orders with appropriate Project Staff in attendance to address any concerns or questions by the Owner.
- C. Prior to Task Order award, Engineer shall:
1. Meet with Owner prior to award of Task Order and as part of Task Order development.
 2. Based on Owner-provided background information and Owner's project goals, develop and submit for Owner review:
 - a. Task Order Project Schedule that shall:
 - 1) Include, but not be limited to, anticipated sequence of tasks, estimates of task duration; interrelationships among tasks; milestone meetings and submittals; and other pertinent Specific Project events;
 - 2) Indicate site visits by Engineer or other parties with purpose of site visit.
 - b. Task Order Project Deliverables that shall:
 - 1) Include, a list of all deliverables to be performed and delivered to the Owner for review.
 - c. Task Order Fee Schedule that will:



- 1) Consist of estimated number of hours for each task multiplied by the Standard Hourly Rates included in Appendix 2 to the Main Agreement;
 - 2) Include estimated number of hours per billing class for each major task with task descriptions;
 - 3) Be consistent with and serve as a supplement to the Task Order Deliverables Schedule.
- D. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
1. Coordinate services with any necessary outside parties identified in the Task Order Services of the Engineer.
 2. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
 3. Prepare and submit one (1) monthly engineering services progress report to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 4. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation:
 - a. For each Task Order where services were performed during the invoice period, include the Task Order Fee Schedule as shown on the Task Order and indicate percent complete for each task.
 5. Conduct ongoing management tasks, including:
 - a. Maintaining communication records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in regularly scheduled progress meetings with Owner:
 - 1) to discuss progress, schedule, budget, issues, potential problems and their resolution;
 - 2) with meeting recurrence intervals no more than weekly and no less than biweekly unless agreed to by Owner;
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- E. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Owner's CAD standards using software compatible with latest version of AutoCAD.
- F. Draft and final Specifications in all phases of Engineer's services will be in accordance with:
1. Clear Creek County Roadway Design and Construction Manual (rev. 2021);
 2. Clear Creek County Grading and Excavation Standards;



3. Clear Creek County Chapter 12 Flood Damage Prevention Regulation;
 4. Clear Creek County Best Management Practices Manual (2012);
 5. Clear Creek County Managing Stormwater to Protect Water Resources in Mountainous Regions of Colorado (Colorado Geological Survey, 2009).
- G. Engineer's source documents for draft and final Specifications for road and bridge construction shall be Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, with CDOT Standard Specifications referenced, as needed, and not reproduced.
- H. Engineer shall develop and prepare draft and final Supplemental Specifications, as necessary, where deviations from, or additions to, CDOT's Standard Specifications is appropriate and/or directed by the Owner.
- I. Engineer shall perform and document quality assurance and quality control processes as specified in Appendix 3 to the Main Agreement and any specific project quality processes specified in the governing Task Order.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

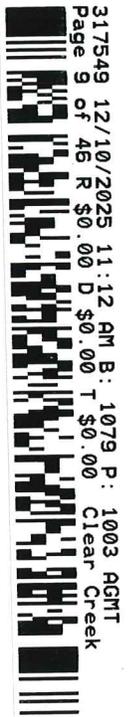
- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:
1. design objectives and constraints;
 2. space, capacity, and performance requirements;
 3. flexibility and expandability needs;
 4. design and construction standards;
 5. budgetary limitations; and
 6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.



- C. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques.
 - D. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.
- 2.03 Owner's Instructions Regarding Bidding and Construction Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services, as applicable.
 - B. Owner shall have responsibility for the final content of:
 - 1. such bidding-related documents (or requests for proposals or other construction procurement documents);
 - 2. and those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.
 - C. Owner shall place and pay for advertisements for Bids in appropriate publications.
- 2.04 Owner-Furnished Services
- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:
 - 1. Accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.
 - 2. Legal services, including attorney review of proposed Construction Contract Documents and legal services required by Owner.
 - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
 - B. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.
 - C. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
 - D. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.B and C.
- 2.05 Owner's General Responsibilities
- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.



- B. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.
- C. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.
- D. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- E. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.
- F. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, as applicable, or (d) Owner's performance of its responsibilities under this Agreement.
- G. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- H. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- I. Owner shall:
 - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.



- b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
- 3. Perform or provide the following:
 - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

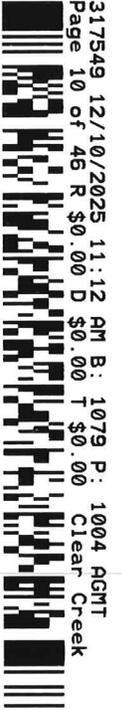
- A. This Agreement will be effective and applicable to Task Orders issued hereunder from the Effective Date of the Agreement until December 31, 2025.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

- A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.
- E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.



ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

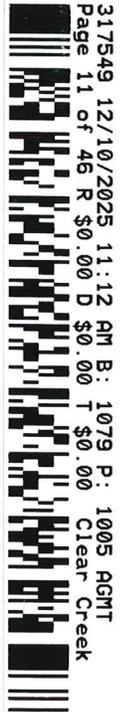
- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and Appendix 2 to this Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

- A. The bases of compensation for Engineer Services must be identified in each specific Task Order. Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The following bases of compensation is used for services under Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement).
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
- C. The terms and conditions applicable to each of the compensation methods are set forth in Paragraph 4.04.



4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.
4. The Lump Sum amount will be the same as the Task Order Fee Schedule total amount.

B. Standard Hourly Rates

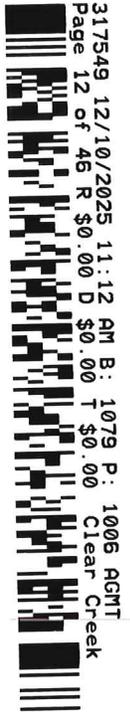
1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees and Consultants times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05.
2. Standard Hourly Rates include salaries and wages paid to Engineer's personnel and Subconsultant personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Standard Hourly Rates are attached to this Agreement as Appendix 2.
4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates (including Subconsultants identified as Task Order Project Staff), and reimbursable expenses.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses.

4.05 Reimbursable Expenses

- A. Reimbursable costs shall be billed monthly. Reimbursable costs shall include only actual out-of-pocket expenses incurred by the Engineer in connection with the services performed for Task Orders, except travel will be reimbursable at the I.R.S. standard mileage rate. Reimbursable costs shall not include telephone or postal charges. Additional reimbursable costs can be specified in individual Task Orders, as agreed to by Owner.

4.06 Other Provisions Concerning Payment

- A. Estimated Compensation Amounts



1. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options.
2. Engineer shall give the Owner ample notice that estimated compensation amounts will be exceeded as scoped and will immediately stop work until further notice from Owner. Engineer shall not be paid for services that exceed the estimated compensation amount without prior authorization from the Owner.
3. Upon notice estimated compensation amount will be exceeded, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either:
 - a. exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience;
 - b. agree to such compensation exceeding said estimated amount;
 - c. or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.
4. If Owner decides not to suspend the Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily



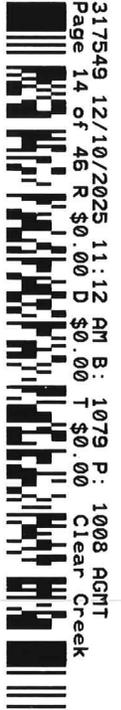
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Page 13 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek

used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
- F. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- G. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All technical or business information, in whatever medium or format, including but not limited to, data, specifications, processes, drawings, records, reports, proposals, and related documentation, research, or other information, originated or prepared by or for the Engineer in contemplation of, or in the course of, or as a result of, services performed hereunder, shall be promptly furnished to the County, and is owned by the County. Prepared Information specifically excludes the Engineer's preexisting services and/or prepared information developed by the Engineer or acquired by the Engineer that was not specifically developed for the County.
- B. The County is hereby entitled to use said information as deemed necessary for its purposes including the possibility of assigning said information to any companies related to the County.



6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. Compliance with the agreed-to methods and procedures of electronic transmittals by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in a specific Task Order.
- C. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic mail" means email.
- D. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

6.04 Insurance

- A. Engineer shall purchase, and maintain throughout the course of its performance under this Agreement, such Insurance as will protect the Engineer and the Owner from claims which may arise out of or result from the Engineer's operations under the Agreement whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. For liability insurance coverages, before the Engineer may commence any Services under this Agreement, The Engineer must provide a certificate in a form satisfactory to the Owner showing that the Owner is named as an additional insured and that the coverage will not expire or be terminated without first giving the Owner thirty days' notice thereof.
- B. The insurance required shall be written for not less than any limits of liability required by law or by those set forth below, whichever are greater. All such insurance shall be written by companies authorized to do insurance business in the State of Colorado.
- C. Workers' Compensation and Employer's Liability. The Engineer shall maintain Workers' Compensation insurance that includes coverage for occupational disease, and Employer's Liability insurance, in amounts and coverage as required by the laws of Colorado.
- D. Commercial General Liability Insurance. The Engineer shall maintain a Commercial General Liability Form of insurance with bodily injury and property damage liability limits of the greater of (a) \$424,000 for any one person in any one occurrence and \$1,195,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.

- E. Automobile Liability Insurance. The Engineer shall maintain an Automobile Liability form of insurance with bodily injury and property damage liability limits of the greater of (a) \$424,000 for any one person in any one occurrence and \$1,195,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.
- F. Professional Liability (Errors and Omissions Liability) Insurance – At all times, Engineer shall maintain Professional Liability Insurance covering against liability for professional misconduct or lack of ordinary skill in the performance of professional duties in the performance of the Services by any entity and person for whom professional liability coverage is commonly available. In the event that the insurance is written on a claims-made basis, Engineer warrants that any retroactive date under the policy shall precede the Effective Date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time the Services is completed. The insurance will have minimum limits of \$1 million per loss/aggregate.
- G. Subcontractors and Subconsultants: Before permitting any of its Subcontractors or Subconsultants to perform any services under this Agreement, the Engineer shall either (a) require each of its subcontractors to procure and maintain during the life of its subcontracts, insurance of the types and in the amounts as may be applicable to its services, which type and amounts shall be subject to the approval of the Owner, or (b) insure the activities of its subcontractors in its own policy.

6.05 Suspension and Termination

A. Suspension

- 1. Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.
- 2. A suspension under a specific Task Order does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause

- 1. The County may terminate this Agreement, in whole or in part, for its convenience upon providing written notice, by delivery or by mail, to the Engineer.
- 2. Upon such termination, the County shall be liable only for services satisfactorily completed prior to the notice and for unavoidable expenses directly incurred for performance of those parts of the services which have been satisfactorily completed, provided that, at its sole option, the County may require that the Engineer complete particular tasks or subtasks.
- 3. Upon termination Engineer shall deliver to the County all photographs, drawings, illustrations, text, data, and other documents entirely or partially completed, together with all material supplied to the Engineer by the County. Payment will be due within thirty (30) days after the Engineer has delivered the last of the partially completed documents, together with any records that may be required to determine the amount due.



317549 12/10/2025 11:12 AM B: 1079 P: 1010 AGMT
Page 16 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.
- C. Unless expressly provided otherwise in this Main Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Reserved

6.08 Controlling Law; Venue

- A. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, without reference to choice of law rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court for Clear Creek County in the 5th District for the State of Colorado.
- B. The Engineer shall comply with all federal, state and local laws, statutes, ordinances, building codes, rules and regulations applicable to the services performed.
- C. Nothing herein shall be deemed to waive any of the immunities, liability limitations or other provisions of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., all of which expressly are reserved by County. In addition, anything in this Agreement which purports to create a contractual obligation by County to do an act or be liable for something for which the County is immune, or has limited liability, in the absence of a contractual obligation, shall be deemed void.

6.09 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.



- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to Industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer’s services under a specific Task Order, then:
1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope



of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification

- A. Engineer shall indemnify and hold harmless the Owner, and its elected officials and employees, and the agents of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Engineer's performance of services, including performance by anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be liable. Notwithstanding the foregoing, each party is responsible for its own negligence as it relates to the provisions of this Agreement.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Budget Appropriation

- A. Notwithstanding anything to the contrary contained in this Agreement, the County shall have no obligations under this Agreement, nor shall any payment be made to the Engineer, in respect of any period or services performed after any December 31 of each calendar year during the term of this Agreement, without an appropriation therefor by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 et seq.), and the TABOR Amendment (Constitution, Article X, Sec. 20).

6.13 Miscellaneous Provisions

- A. Key Notices: Key Notices required under this Main Agreement or a Task Order are notices regarding Agreement default, contractual dispute, or termination of the Agreement.
 - 1. Key Notices shall be given in writing and shall be deemed received if given by:
 - a. electronic mail (as set forth in Paragraph 6.13.2) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission;
 - b. certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail;
 - c. or overnight carrier service or personal delivery, when received.

317549 12/10/2025 11:12 AM B: 1079 P: 1012 AGMT
Page 18 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek



2. Key Notices transmitted through electronic mail shall be followed by a hard copy of the communication by the means described in Paragraph 6.13.A.b or 6.13.A.c. The requirement for following up a notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the notice, that the notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

Engineer:

RockSol Consulting Group, Inc.
12076 Grant Street
Thornton, CO 80241
ATTN: Nathan Clouse (PW 24-08 Key Notice)
Email: clouse@rocksol.com
Email Subject Line: PW 24-08 Key Notice

Owner:

Clear Creek County, Public Works Division
P.O. Box 362
3549 Stanley Road
Dumont, CO 80436
ATTN: Capital Projects Manager
Email: pw@clearcreekcounty.us
Email Subject Line: PW 24-08 Key Notice

With a copy to:

Clear Creek County Attorney
P.O. Box 2000
Georgetown, CO 80444
E-Mail: plichtman@clearcreekcounty.us

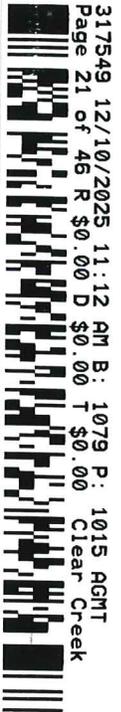
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services,



317549 12/10/2025 11:12 AM B: 1079 P: 1014 AGMT
Page 20 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek

or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

- F. Project Management: Nathan Clouse shall be designated as the Engineer's Project Manager for the services provided. Stacey Canada shall be Owner's Project Manager responsible for this Agreement. All correspondence between the parties regarding this project shall be between and among the project managers. Either party may designate a different project manager by notice in writing.
- G. Independent Contractor: It is expressly acknowledged and understood by the parties that nothing contained in this Agreement shall result in, or be construed as establishing, an employment relationship. The Engineer shall be, and shall perform as, an independent contractor. No agent, employee, or servant of the Engineer shall be, or shall be deemed to be, the employee, agent or servant of Owner. The Engineer shall be solely and entirely responsible for its acts and for the acts of Engineer's agents, employees, servants and subcontractors during the performance of this Agreement.
- H. No Assignment: The parties to this Agreement recognize that the services to be provided pursuant to this Agreement are professional in nature and that by entering into this Agreement the Owner is relying upon the personal services and reputation of the person(s) identified in the preceding paragraph. Therefore, the Engineer may not assign its interest in the Agreement, including the assignment of any rights or delegation of any obligations provided therein, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- I. Confidentiality: The Engineer acknowledges that it may receive confidential information from the Owner for use in connection with its performance of the services. The Engineer further acknowledges that it may in the performance of the services develop information, including facts, data, and opinions, which are, or in the Owner's judgment should be, confidential or limited in terms of dissemination. The Engineer shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the performed services. All facts, data, and opinions developed by the Engineer in the course of its performance of the Services shall be deemed to belong to the Owner and no such facts, data, or opinions shall be disseminated to anyone for any purpose without the Owner's express written consent unless required by law. Upon completion of the services, Engineer shall return to the Owner all material the Owner supplied to the Engineer in connection with the performance of the services.
- J. Warranties: The Engineer represents and warrants that:
 - 1. It is fully qualified to perform the services and will perform the services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Engineer to the Owner;
 - 2. Any methodologies or programs or other intellectual property utilized under this Agreement were independently developed by it or duly licensed from third parties and



- shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;
3. If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado; and,
 4. The execution, delivery and performance of this Agreement by the Engineer does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other Agreement, instrument or understanding by which the Engineer is bound or affected.
- K. The Engineer shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement on the basis of race, color, religion/creed, national origin, sex/gender, gender identity, gender expression, sexual orientation, ancestry, disability, pregnancy, age, veteran status, marital status, family status or political affiliation. The Engineer shall require all consultants to agree to the provisions of this subparagraph.
- L. Third Party. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.

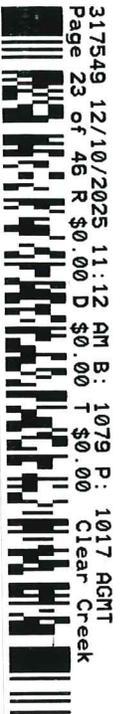
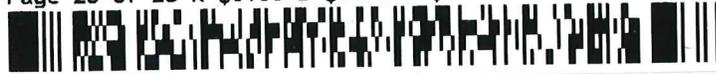
ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the appendices, or in the following definitions:
1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.
 3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
 - a. Main Agreement—See definition at Paragraph 7.01.A.28 below.
 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the Effective Date of the Main Agreement.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or

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Page 22 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek



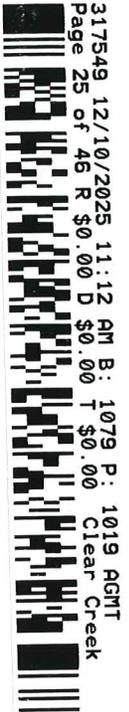
supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date of the Construction Contract—The date indicated on the Construction Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Contract is signed and delivered by the last of the two parties to sign and deliver.
20. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.
21. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
22. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
23. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
24. Engineer—The individual or entity named as such in this Main Agreement.
25. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

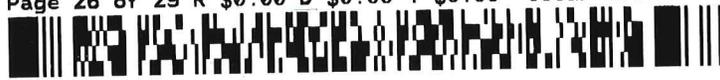


26. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
27. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the Effective Date of the Main Agreement.
28. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
29. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
30. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
31. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
32. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.
33. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
35. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed,

317549 12/10/2025 11:12 AM B: 1079 P: 1018 AGMT
Page 24 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek



- including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
36. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
 37. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
 38. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
 39. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
 40. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
 41. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
 42. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 43. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
 44. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost



317549 12/10/2025 11:12 AM B: 1079 P: 1020 AGMT
Page 26 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek

and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

45. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
46. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
47. Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

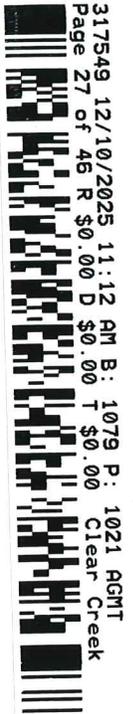
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—APPENDICES AND EXHIBITS

8.01 Reserved

8.02 Appendices to Main Agreement

- A. The following appendices are incorporated by reference and made a part of this Main Agreement:
 1. Appendix 1—Reserved
 2. Appendix 2—Standard Hourly Rates Schedule
 3. Appendix 3—Quality Management Plan
 4. Appendix 4 – Resource Documents



8.03 Resource Documents: Task Order Form and Exhibits to Task Order

- A. The parties acknowledge the accompanying documents, "Task Order Form" and "Exhibits to Task Order." These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

- A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

- A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.
- B. Amendments:
1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
 2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
 3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its appendices, except as expressly stated in such Task Order.

ARTICLE 9—SPECIAL PROVISIONS

9.01 Designated Representatives

- A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to develop Task Order scope, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

Engineer's Designated Representative:

Nathan Clouse
Title: Project Manager
12076 Grant Street
Thornton, CO 80241
Phone: 303
Email: clouse@rocksol.com

Owner's Designated Representative:

Stacey Canada
Title: Capital Projects Manager

3549 Stanley Road
Dumont, CO 80436
Phone: 303.679.2466
Email: scanada@clearcreekcounty.us

- B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

9.02 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

9.03 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. The Engineer shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Engineer certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.
- C. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.



317549 12/10/2025 11:12 AM B: 1079 P: 1023 AGMT
Page 29 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek



This Main Agreement's Effective Date is: 04/11/2024
(date of execution, to be inserted by Owner)

Owner: Clear Creek County, Colorado
(name of organization)

Engineer: RockSol Consulting Group, Inc.
(name of organization)

By: *Karl Schell*
(individual's signature)

By: *[Signature]*
(individual's signature)

Date: 4/10/2024
(date signed)

Date: 4/2/2024
(date signed)

Name: Karl Schell
(typed or printed)

Name: Saeid Saeb
(typed or printed)

Title: Public Works Division Director
(typed or printed)

Title: President of RockSol
(typed or printed)

Attach evidence of authority to sign.

Attach evidence of authority to sign.

Attest: *[Signature]*
(individual's signature)

Attest: *[Signature]*
(individual's signature)

Julie Whisenand
(type or printed)

Lisa Francis
(type or printed)

Title: *Administrative Asst.*
(typed or printed)
Public Works

Title: *Controller*
(typed or printed)

Approved as to form and legal sufficiency:

Peter A. Lichtman
Peter A. Lichtman, County Attorney

04/11/2024
Date



APPENDICES TO MAIN AGREEMENT

TABLE OF CONTENTS

APPENDIX 1: Reserved

APPENDIX 2: Standard Hourly Rates Schedule

APPENDIX 3: Quality Management Plan

APPENDIX 4: Resource Documents



APPENDIX 1: Reserved



APPENDIX 2: Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to all personnel on the Engineer's project team, including any subconsultants, in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.

- B. Schedule: Hourly rates for services performed on or after the date of the Agreement are shown on the following six (6) pages.



RockSol's Schedule of Hourly Rates
January 1, 2024 to December 31, 2024

RockSol Standard Fee Schedule

<i>Employee Classification/Years of Experience</i>	<i>Hourly Rate*</i>
Senior Project Manager	\$274.29
Senior Transportation Engineer	\$232.35
Senior Project Engineer	\$210.41
Senior Structural Engineer	\$260.89
Structural Engineer II	\$170.45
Structural Engineer I	\$147.48
Senior Geotechnical Engineer	\$257.07
Senior Geologist	\$163.65
Staff Engineer II	\$165.18
Staff Engineer I	\$147.48
Engineer-in-Training III	\$137.09
Engineer-in-Training II	\$116.77
Engineer-in-Training I	\$104.62
Engineering Student Intern	\$68.05
Environmental Manager	\$168.12
Environmental Specialist II	\$125.54
Environmental Specialist I	\$105.52
Const. Mgr/Inspector IV (20-25 yrs or PE 15 yrs)	\$179.27
Const. Mgr/Inspector III (10-20 yrs or PE 7 yrs)	\$157.74
Const. Mgr/Inspector II (3 to 10 yrs)	\$125.44
Const. Mgr/Inspector I (Less than 3 yrs)	\$93.26
Technician IV (Lab or Field Manager)	\$138.96
Technician III (+15 years)	\$114.52
Technician II (2 to 15 years)	\$94.63
Technician I (Less than 2 yrs)	\$78.68
Design Technician III	\$137.09
Design Technician II	\$106.14
Design Technician I	\$80.84
Graphic Designer	\$115.32
Project Control and Admin	\$105.61

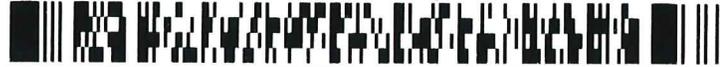
**Note: A 4% rate increase will be added for the 2025 calendar year*



2024 BILLING RATE SCHEDULE

Add 4% for 2025 Rates

Position	Range	Level					
		1	2	3	4	5	6
Principal/Senior Project Manager	\$205-235	\$205	\$210	\$215	\$220	\$225	\$230
Senior Project Manager	\$175-225	\$175	\$185	\$195	\$205	\$215	\$225
Project Manager	\$155-190	\$155	\$160	\$165	\$180	\$185	\$190
Water Rights Engineer	\$145-180	\$145	\$150	\$155	\$170	\$175	\$180
Water Resources Scientist	\$135-170	\$135	\$140	\$145	\$160	\$165	\$170
Project Engineer	\$135-170	\$135	\$140	\$145	\$160	\$165	\$170
Designer	\$105-155	\$105	\$110	\$120	\$130	\$140	\$155
Scientist	\$100-145	\$100	\$110	\$120	\$130	\$140	\$145
Engineer	\$100-145	\$100	\$110	\$120	\$130	\$140	\$145
Hydrologist	\$100-145	\$100	\$110	\$120	\$130	\$140	\$145
Engineering Technician	\$85-140	\$85	\$100	\$110	\$120	\$130	\$140
Administrative Support	\$80-105	\$80	\$85	\$90	\$95	\$100	\$105
Engineering Intern	\$65-85	\$65	\$70	\$75	\$80	\$83	\$85



Schedule of Time and Material Rates for 2024

Category	Hourly Rates
Professional Land Surveyor	\$150.00
Survey Manager	\$105.00
Survey Crew	\$165.00
Survey CAD Technician	\$80.00
Construction Survey Crew	\$175.00
Construction CAD Technician	\$90.00
Clerical	\$55.00

*Add 4% for 2025 rates



Wilson & Company, Engineers and Architects, Inc			
<u>2024 Rate Table</u>			
<u>CLASSIFICATION</u>	<u>RATE*</u>	<u>DESCRIPTION</u>	<u># of CO Staff</u>
Engineer/Technical Specialist XV	\$200.00	Project Manager I, Survey Manager	4
Engineer/Technical Specialist XIII	\$180.00	Professional Surveyor III	7
Engineer/Technical Specialist XII	\$170.00	Professional Surveyor II	4
Engineer/Technical Specialist XI	\$160.00	Professional Surveyor I	2
Engineer/Technical Specialist IX	\$140.00	Project Accounting	8
Engineer/Technical Specialist VIII	\$130.00	Drafting/Design Tech III	7
Engineer/Technical Specialist VII	\$120.00	Drafting/Design Tech II	8
Engineer/Technical Specialist VI	\$110.00	Party Chief III, Project Accounting	14
Engineer/Technical Specialist V	\$100.00	Party Chief II	13
Engineer/Technical Specialist IV	\$90.00	Party Chief I	7
Engineer/Technical Specialist III	\$80.00	Drafting/Design Tec I	3
Engineer/Technical Specialist II	\$70.00	Office Administration, Instrument Person	2
Engineer/Technical Specialist I	\$60.00	Instrument Person, Intern	2
*Rates based on a 3.0 Multiplier			81

*Add 4% for 2025 rates

**This document is marked as confidential*



2023-2024 Standard Rate Sheet



*Add 4% for 2025 rates

Underground Consulting Solutions
5778 Kelly Avenue
Littleton, Colorado 80125

UNDERGROUND CONSULTING SOLUTIONS

UNDERGROUND UTILITY LOCATING

Utility Locating of Privately-Owned Utilities and/or Subsurface Utility Engineering Locates(SUE)

Colorado and surrounding areas : \$150.00 per hour, two hour minimum. Travel rate same.
Travel charge begins outside of greater Denver/Colorado Springs Metro areas
Per Diem charge for Overnight stays at geographical work areas \$180/per day

POTHOLING / HYDRO-EXCAVATION

Basic rate Metro area: \$230 per hole + cost of traffic control and permits, if needed
\$120 per hole hard surface core & restoration + cost of traffic control and permits, if needed
Dump Fee: \$200 per load small rig - \$300 per load large rig
Traffic Control: \$2000 per day Standard - \$3000 per day uniformed officer – MHT/TCP \$200/sheet
Hot Patch Restoration: \$120 per hole
Set Range Boxes: \$300 + traffic control and permit costs if needed, plus cost of Range Box
Half and full day rates available per project and ground conditions
Out of area rates available on a per project basis

HIGH ACCURACY UTILITY MAPPING & GPR

Utility Locating and Mapping of Utilities

Basic rate Metro area: \$250 per hour: includes utility locating, utility owner verification, and gps mapping
GPR - \$250 per hour

Underground Consulting Solutions (UCS) does travel out of area and out of state for all of the above work.

Per diem rates, travel charge, permitting, and traffic control: charged on a per project basis.

We will combine/bundle and combination of the above services.

Please Call UCS for more information.



PRICE SHEET FOR U.S. INVESTIGATIONS – 2024

*Add 4% for 2025 rates

LABOR COSTS

Staff Type	Hourly Charge-out Rate
Principal Investigator	\$108.00
Project Director	\$90.00
GIS Director	\$90.00
Technical Editor	\$77.00
GIS Specialist	\$80.00
Crew Chief / Monitor	\$77.00
Historian	\$80.00
Project Administrator	\$77.00
Assistant Monitor	\$65.00
Assistant Crew Chief	\$63.00
GIS Technician I	\$52.00
Field Technician II	\$52.00
Field Technician I	\$47.00
Laboratory/Report Tech II	\$52.00
Laboratory/Report Tech I	\$47.00



APPENDIX 3: Quality Management Plan

The Engineer shall provide quality management of performed services that encompasses checks for quality, safety, constructability, scheduling, maintenance, estimating, and cost control. Each duly executed Task Order will include a project-specific quality assurance and quality control (QA/QC) plan for services performed. This Quality Management Plan (QMP) describes the minimum requirements for Task Order QA/QC plans. Task Order QA/QC plans may include additional and/or modification of requirements, as agreed to by Owner and Engineer.

ARTICLE 1—ROLES AND RESPONSIBILITIES

Table A3-1 lists the Engineer’s QA/QC roles to be included in each Task Order QA/QC plan, unless otherwise specified in the Task Order agreement.

Table A3-1: Engineer's QA/QC Roles and Responsibilities on Task Orders

QA/QC Role	Qualification/Definition	Responsibilities
Quality Process Manager	A manager with a thorough understanding of the Quality Management System, capable of making quality related decisions and providing necessary resources to ensure successful completion of all quality tasks.	<ul style="list-style-type: none"> • Provide appropriate resources, infrastructure and work environment necessary to achieve County requirements • Ensure necessary training and resources are available to all project staff
Quality Manager	A mid or senior level Engineer that is knowledgeable of the entire design process and who will coordinate quality processes at the necessary design phases.	<ul style="list-style-type: none"> • Ensure the processes needed for the Quality Management System are established, implemented, and maintained • Schedule and/or perform quality assessments and review any resulting corrective action • Monitor client satisfaction
County Project Manager	An employee of the County who will oversee and manage public improvement projects, including investigation, design, and construction processes.	<ul style="list-style-type: none"> • Establish regulatory and contractual obligations • Establish and manage project schedules and budgets, in coordination with the consultant PM • Direct contract changes • Issue non-conformances • Coordinate and communicate with Project Stakeholders, other County departments and officials • Provide and coordinate technical design review • Facilitate construction permitting and advertisement, in coordination with the consultant PM
County Engineer	An employee of the County who will determine and direct Engineering principles and standards associated with public improvement projects.	<ul style="list-style-type: none"> • Establish design tasks, in coordination with the consultant PM • Verify design criteria • Provide concurrence or direct changes to design elements



QA/QC Role	Qualification/Definition	Responsibilities
		<ul style="list-style-type: none"> • Coordinate and communicate with Project Stakeholders, other County departments and officials, • Provide technical design review
Project Manager	The prime point of contact with the County PM & Engineer and has the responsibility for identifying and communicating project goals and day-to-day technical, financial, scheduling, and quality matters.	<ul style="list-style-type: none"> • Select individual project leads and subconsultants • Identify project requirements and perform adequate project planning • Oversee the implementation of the QMP • Notify project staff of changes and non-conformances to the project, and report to the County as soon as possible • Oversee the preparation and transmittal of project deliverables to the County • Maintain regular contact with the County to provide up-to-date information regarding progress, projected workloads, cost and schedule status, and any potential problems areas
Engineering Design Technical Staff	Technical staff are responsible for the day-to-day performance of specific project tasks and delivery of corresponding documents within the Plans, Specifications, and Estimates (PS&E).	<ul style="list-style-type: none"> • Consistently implement applicable RockSol procedures as required • Participate in technical assessment to ensure quality is "built in" • Identify potential opportunities for improvement • Complete work in a manner consistent with work instructions, guidance, specifications and various project requirements • Development of hand or computer-generated design calculations • Facilitate the preparation of plans, specifications, and estimates (as assigned)
Construction Services Technical Staff	Construction staff with experience managing, monitoring, and testing materials for the project	<ul style="list-style-type: none"> • A Construction Manager is responsible for monitoring the daily progress of the project and oversees inspection activities, project pay estimates, project quantities, project schedule updates, and the day-to-day construction activities • An Inspector will provide oversight of the work activities to make sure they are completed in accordance with the plans and specifications, which will be documented in daily reports • A Materials Technician will determine testing frequency and locations, collect samples, process samples per appropriate standards, and compile results in reports made available to all



QA/QC Role	Qualification/Definition	Responsibilities
Checker	Checkers of design services are responsible for providing checks of controlling elements: an independent check or a line-by-line check. This is an individual independent of the initial Designer.	<ul style="list-style-type: none"> • Providing detailed checks of all hand- or computer-generated design calculations, plans, reports, specifications, and estimates • Document these activities by entering their initials and date on all design calculations and checklists
Back-Checker	Back-checkers are the Engineers that originally completed the design and review the comments and changes indicated by the Checker.	<ul style="list-style-type: none"> • Accepts or rejects, with written justification added to the narrative, the Checker's indicated changes
CAD Detailer	Completes the revisions agreed to by the Checker and Back-Checker.	<ul style="list-style-type: none"> • Completes revisions agreed to by Checker and Back-Checker using CAD software • Marks each revision in orange to denote incorporation into project documents
Verifier	Individual responsible for checking the accuracy and completeness of the project deliverables within the guidelines shown for each review step.	<ul style="list-style-type: none"> • Checks every comment and highlighting to ensure all steps are followed and changes are incorporated into project documents, marking with the color pink

ARTICLE 2—BASIC COMPONENTS OF TASK ORDER QA/QC PLAN

Table A3-2 lists the basic components to be included in Task Order QA/QC plans and the minimum standard to meet the definition of each component.

Table A3-2: QA/QC Minimum Requirements for Task Orders

Task Order QA/QC Components	Minimum Requirements
Project Purpose and Goals	As provided by County, modified as necessary through Task Order development and change orders, if any, and as agreed to by County and Consultant
Project Needs and Expectations	
Project Budget	
Detailed Scope and Fee	<p>Prepare the scope of work (SOW) based on the services requested in the Request for Qualifications (RFQ), County email, or discuss project goals with the County to gain a better understanding of the project and help with the development of the SOW. Develop specific tasks associated with each service area provided.</p> <p>Prepare a fee proposal for each task order to match the determined SOW. The fee shall list staff name, role, hourly rate, and shall provide hours for each determined task listed under the discipline section. All hourly rates shall conform to the respective company's hourly rate sheets for the calendar year in which the work is determined to take place in. Hours estimated per staff shall include necessary time to understand, facilitate, and complete task requirements, performed in the most efficient manner possible.</p>



Task Order QA/QC Components	Minimum Requirements
Project Delivery Schedule	<p>The County and consultant will establish specific and necessary tasks under each discipline, relative to each task order. The consultant shall create a schedule representing the critical path tasks at a minimum. Tasks shall be assigned an appropriate duration that is both realistic and efficient to contribute to a reasonable overall project duration. Task durations should consider the number of staff involved, equipment availability, site work (if needed), data processing, and document development. Overall schedule durations should consider quality review, County review, and potential delays due to weather.</p> <p>Key decision points shall occur between the County and consultant during task development, upon initiating a task order, after completion of the investigation phase, during preliminary and final design, and during project advertisement. Additional key decision points may occur prior to, during, and post construction when construction support services are implemented.</p> <p>Design project milestones shall consist of:</p> <ul style="list-style-type: none"> • Project Kickoff Meeting • Completion of the Investigation Phase • Completion of Preliminary Design • Completion of Final Design • Construction Advertisement <p>Technical design review periods shall occur at the end of the preliminary and final design phases. The County will have 2 weeks, at a minimum, to review plans, specifications, and estimates (if developed). Documents will be transmitted electronically in PDF or Microsoft Word/Excel format, provided in a single location such as a one drive folder or via email (if file size permits).</p> <p>Final design documents shall be submitted as separate plan, specification, and estimate files in PDF format, in a single location such as a one drive folder or via email (if file size permits). Record set documents will be signed and sealed by the Engineer(s) of Record and provided in a separate, single location, that can be downloaded and retained on file by the County and consultant.</p>
Quality Management Roles	<p>Includes the roles as defined in Table A3-1 , unless otherwise specified in Task Order; any Engineer QA/QC roles included in the Task Order QA/QC plan but not listed in Table A3-1 will include the role's qualifications and responsibilities</p>
Major Service Areas	<p>Transportation engineering services include the design of roadway geometrics, traffic operations, pavement, grading, drainage, and other design requirements of the project. Requirements include preparation of plans and specifications and engineering construction cost estimates; coordination with the County, stakeholders, subconsultants, and the public; and providing value engineering to improve the value, performance, and quality of a project.</p> <p>Structural engineering services include the conceptual, preliminary, and final design of transportation related structures utilizing a range of heavy civil</p>



Task Order QA/QC Components	Minimum Requirements
	<p>materials. Predicated on safety, structural services will apply fundamental engineering mechanics in conjunction with linear/nonlinear analysis to produce designs that meet both strength and serviceability performance criteria. The structural design is then reflected in prepared plans, specifications, and cost estimates.</p> <p>Geotechnical engineering services include subsurface investigations for the foundations of various types of structures, such as buildings, bridges and retaining walls, using methods ranging from drilling and sampling to geophysical testing. Requirements include the evaluation of geological conditions and hazards for roadways, structures, or infrastructure, evaluation of earth materials and strengthened earth systems, assessments of the stability of rock and soil slopes, soil improvement design, and pavement design and maintenance considerations.</p> <p>Survey services include researching and establishing project control, topographic survey, aerial survey, researching and developing parcel ownership maps, setting monumentation, and developing legal descriptions and exhibits, all where deemed necessary for each project. Requirements include ensuring proper coordinate systems are setup and converted during design phases, and documenting all ROW research and findings.</p> <p>The environmental team provides assessments and documentation of environmental concerns throughout the design phase of civil projects, including obtaining permits and performing NEPA studies.</p> <p>The utilities team provides subsurface utility investigations to locate and verify depth through means of exposing the facilities, where necessary. Services shall meet the needs of the specific project and meet CRS 9-1.5 requirements.</p>
Communication Protocol	<p>Primary communication methods include Microsoft Teams, email, phone calls, and in-person meetings at project site locations. Design decisions, contract changes, and coordination of critical path work items shall be documented in writing via email or in meeting minutes. Meeting minutes shall be provided at each technical review phase of a task order, as described in the "Types of Reviews to be Performed" component box.</p> <p>The Consultant and County shall meet quarterly to review main contract requirements and individual task order schedule, budget, and overall progress.</p> <p>Bi-weekly meetings shall occur between necessary County staff and the Consultant to discuss specific project progress and design elements. Meetings of different frequency may occur, as agreed upon by the County.</p>
Quality Standards	<p>RockSol CAD standards ASCE 38-22 Utility Standards</p>



Task Order QA/QC Components	Minimum Requirements
Types of Reviews to be Performed	<p>Technical design reviews shall occur at the end of the preliminary and final design phases, which consists of four review steps: Checker, Back-Checker, CAD Detailer, and Verifier. Definitions and responsibilities are defined in Table A3-1.</p> <p>Independent review checks will occur for design reports and structure calculations, performed by a senior engineer of the represented discipline.</p> <p>Constructability and bidability reviews will be performed by the Reviewer, which may be the Engineer or the Engineer's designee. This review will verify the project is bidable and buildable by checking for errors, omissions, ambiguities, and potential conflicts within the project deliverables.</p>
Detailed QA/QC Process for Design	<p>During project development phase, information is gathered, located, and evaluated for applicability and relevance. Current standards and specifications are located and reviewed then accepted by the Engineer and County. The identification of potential solutions can be completed by an individual or group. The goal of identifying potential solutions is to identify the most feasible and lowest cost outcomes that will most effectively solve the specified challenge, considering public safety and welfare.</p> <p>Coordination and evaluation requires the research and potential solutions to be assessed and reviewed by others to ensure compliance with the established constraints and standards. As the evaluation continues, the iterative process resumes, ensuring the County that the most cost-effective, efficient, and applicable solution is presented and used. A designer assessing a key decision point in their work should know the identity of the Technical Reviewer, and should discuss the pertinent issues with that Technical Reviewer as part of the early decision-making process.</p> <p>The identification of the Engineer of Record (also known as Engineer In Responsible Charge) and other licensed engineers and non-licensed staff who will work under the engineering direction of the Engineer of Record commences.</p> <p>Implementation of engineering design includes preliminary, detailed (interim), and final design. The preliminary design phase requires an overall and specific understanding of the challenge. The preliminary design is used to ensure the project is completely understood by those completing the design or to develop the configuration of the structure/project and that the County's needs are achieved. Detailed design is the phase in which actual design drawing and modeling happens. Limitations and critical issues are identified and solutions to each are developed. External and internal stakeholder's needs are also incorporated into the plans during this phase. The final design phase includes continued coordination with the design team and the County, design and the analyses of the solution, development of drawings, models, calculations and results. The final design phase also includes a formal review process of the plans and reports, including reviews and finalizing the plans and/or reports based on the review process for submittal to the County.</p>



Task Order QA/QC Components	Minimum Requirements
	<p>Technical reviews of activities and documents, as required, can be performed by staff not directly involved with the project and/or by senior members of the project staff during any phase of the project. Any activity can undergo technical review at the discretion of the PM or the Quality Manager. It is recommended that at a minimum, a technical review be scheduled at pre-defined points (e.g. 30% and 70% of budget) to identify any problems before they become significant. Technical Reviewers are responsible for checking the logic of the data and calculations that is relied upon for the technical reports (evaluation and conclusions). Reviewer comments may provide alternatives that had not been previously discussed. Such comments should not be discouraged as these may form the basis for "lessons learned" and improvements for the next submittal. The Engineer is responsible for monitoring the reviews and verifying that reviewer comments have been reviewed and addressed.</p>
Design Regulatory Codes and Industry Standards	Clear Creek County Roadway Design and Construction Manual Applicable CDOT and AASHTO Design Manuals and Standards CRS 9-1.5 utility requirements



APPENDIX 4: RESOURCE DOCUMENTS

Per Paragraph 8.03 of the Main Agreement, the "Task Order Form" and "Exhibits to Task Order" documents are provided herein as a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

