

SCOPE OF WORK (SOW)

NPS Dispute & Claims Resolution Services

Scope Date September 2014
Region Statewide
Project #: Per Individual Task Order
Location: Per Individual Task Order
Sub Account: Per Individual Task Order

The Contract Administrator for this Contract will be:

John Eddy
Contracts and Market Analysis Branch Manager
CDOT Headquarters
4201 E. Arkansas Ave.
Denver, CO 80222
Phone: 303-757-9592

Active Day-to-Day administration of Task Orders will be delegated by the Contract Administrator to: Per Individual Task Order

Region/Area Engineer _____
Location _____
Phone _____

General Requirements:

Definitions

- Engineer - The CDOT Engineer
- Consultant - Any personnel provided under this agreement to perform services as outlined below.
- Contractor - the organization under contract by the CDOT to construct the facility
- Department - CDOT
- Design Consultant - Any personnel hired by CDOT to design work for CDOT.
- Construction Management Consultant - any personnel hired by CDOT to manage the construction project for CDOT.

Work Duration

The estimated time period for the contractual performance of “the Work” is for a three (3) year period, with No Option Years. Anticipated January 2015 through December 2017

Authorization to Proceed

Work shall not commence until the Contract Administrator transmits the written Notice to Proceed to the Consultant. The work shall be completed in the time specified.

Routine Billing & Reporting

The consultant shall provide the following on a regular basis:

- Monthly billing reports in formats suitable to the Contract Administrator for all contract activities performed by the Consultant’s personnel authorized to perform work on this project.
- Periodic reports and billings as requested.

Status of Contract

The Consultant shall monitor the fiscal status of the contract, and advise the CDOT Contract Administrator of any potential for supplementing their contract. Failure to monitor contract status and provide timely notification may result in discontinuation of the Consultant’s services.

Prequalification

The Consultant shall include a Colorado Registered Professional Engineer and at least one individual shall have a minimum of 20 years of transportation experience, which includes at least five years of experience in construction related dispute resolution. Of the 20 years, 10 years must be at the equivalent of CDOT Project Engineer/Manager level and/or CDOT Resident Engineer level experience, and 10 years must be at the equivalent of CDOT management level experience. The Consultant will also need a comprehensive knowledge of CDOT manuals, guidelines, policies and procedures. The Contract Administrator will approve all Consultant personnel. Requests for changes in Consultant personnel must be submitted in writing by the Consultant and approved in writing by the Contract Administrator.

Labor, Materials, Vehicles & Equipment

The Consultant shall furnish all personnel with all necessary equipment and supplies to perform their work, including scheduling software. Personnel qualifications and staffing levels shall be subject to the approval of the Contract Administrator. The Consultant shall assign personnel for the duration of the Contract unless otherwise approved by the Contract Administrator.

General Work Description

The Consultant shall work closely with the Regions and Contracts and Market Analysis Branch. Work locations may be at CDOT Headquarter and in the regions as the work dictates.

The Consultant shall assist with dispute and claim resolution processes, starting at the Project Engineer level through final resolution, provide assistance with contract administration and general engineering, and provide training as directed. The Consultant’s tasks may include, but are not limited to, the tasks listed below.

The Consultant shall conduct an objective analysis of Contractor schedules and method statements and Contractor disputes or claims based on the documents furnished by the Region. Each dispute or claim study shall assess the role of the Colorado Department of Transportation (CDOT) and its Design Consultant (if applicable) in reference to any construction delays and/or contract changes. The dispute or claim study shall identify and evaluate the factual basis of the Contractor's allegations and the liability for any additional costs incurred as a result of any changes to the contract. The Consultant shall not solicit work under this contract but will instead rely on the Contract Administrator to initiate contact. The Consultant's work shall be for the use of CDOT and CDOT's Legal counsel.

Schedule and Method Statement Analysis

The Consultant will, as required:

- Review the Contractor's accepted initial and/or project schedule, schedule updates and method statements for compliance with contract requirements.
- Assemble and review as-built data and develop a current as-built schedule.
- Perform a schedule delay analysis and determine the amount of Contractor and/or CDOT excusable delays.
- Prepare schedule reports and exhibits to assist in the evaluation of schedule delays and remaining as-planned work.
- Provide ongoing schedule review and evaluation support through project completion.

Dispute or Claim Study

The Consultant will, as required:

- Analyze the work performed and determine whether any changes, extra work and/or delays were the result of differing site conditions, suspension of work, significant changes in the character of work, plan errors, and/or omissions of the Department.
- Assess the liability associated with any changes, extra work and /or delays in order to determine responsibility for the additional costs alleged by the Contractor.
- Evaluate the extent of the Department's liability for any delays and/or changes which might have occurred and recommend to CDOT what course of action would be commensurate with this liability.
- Prepare an oral recommendation and a written report of findings and recommendations to CDOT.

The Consultant's services may be undertaken in any portion or combination of phases as requested by CDOT as follows:

Phase I. Investigation and Preliminary Evaluation

- A. Conduct an initial meeting with the Region's key personnel involved in the dispute or claim.
- B. Acquire the dispute or claim file that was completed by the Project Engineer, including any exhibits or any other project documents as necessary.
- C. Perform Schedule and Method Statement Analysis in accordance with the previous section in this scope of work.
- D. Perform damage analysis based on Contractor's and/or Subcontractor's submitted cost data.

Phase II. Technical Analysis

- A. Acquire copies of any additional project records as required.
- B. Review all contract documents including, but not limited to: the contract with Contractor and the agreement between the Design Consultant (if applicable) and the Department or Entity (if applicable) in order to determine the responsibilities and required conformance of all the parties.
- C. Review all available schedule information with respect to the construction of the project and any delay, which might have occurred to the project.
- D. Prepare an assessment of the outstanding issues and problems, highlighting the liability of the Department, the Contractor, Subcontractors and/or the Design Consultant (if applicable).

Phase III. Report Preparation

- A. Prepare a draft report of findings, including an assessment of the Department's and Contractor's liabilities and a determination of the additional costs incurred by the Contractor for which either CDOT or the Contractor may be liable.
- B. Arrange a preliminary coordination meeting with the Region to review the draft.
- C. Prepare a final report to reflect comments and additional information received during the review with the Region.

Phase IV. Support Services (if a Dispute Resolution Board or Arbitration Panel hears the dispute or claim or the claim goes to Litigation.)

The Consultant shall assist the Department in the following manner:

- A. Assist in planning strategy for CDOT's presentation before the board or Arbitrator(s).
- B. Assist in presenting all or part of CDOT's position if requested.
- C. Assist in the production of detailed requests for the production of documents and identification of the relevant documents, which may be obtained voluntarily or through formal discovery.
- D. Assist in the preparation of depositions of key personnel of all parties involved. This will include an identification of relevant areas of questions, drafting of questions and organizing relevant factual material.
- E. Assist in preparing answers to interrogatories propounded by the other party's attorneys.
- F. Assist in preparing for deposition(s) or testimony.
- G. Aid in determining the necessary areas of expert testimony to be provided.
- H. Prepare physical or visual exhibits.
- I. Assist counsel in strategy discussions, attend settlement conferences if requested, participate in review sessions with all interested parties and participate in any of the prehearing or pretrial stages.
- J. Provide expert testimony and reports as required.

Additional Services

1. When requested, the Consultant shall provide training regarding scheduling, claims analysis, negotiations, project cost estimating, work-hour estimating, alternate dispute resolution or other subjects relative to construction contract administration.
2. The Consultant shall provide mediation or alternate dispute resolution services as requested by CDOT.
3. The Consultant shall assist with the development of specifications related to construction contract administration.