

# EXHIBIT A

## Program Specific Dispute and Claim Consultant Scope of Work

Date: February 1, 2024

The Contract Administrator for this Contract will be:

Markos Atamo  
Construction Engineering Services Branch Manager  
CDOT Headquarters  
2829 West Howard Place  
Denver, CO 80204  
Phone: 303-757-9592

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

Construction Area Engineer: Colleen King  
Location: CDOT Headquarters  
Phone: 303-842-6019  
Email: [colleen.king@state.co.us](mailto:colleen.king@state.co.us)

## **General Requirements:**

### **Definitions**

1. CDOT or Department: Colorado Department of Transportation
2. Project Engineer: The CDOT Project Engineer
3. Consultant: Any entity and/or personnel provided under this agreement to perform services as outlined in Design Consultant and Construction Management Consultant below.
4. Contractor: The entity under contract by the CDOT to construct the facility.
5. Design Consultant: Any entity and/or personnel hired by CDOT to perform design-related work and/or services for or on behalf of CDOT.
6. Construction Management Consultant: Any personnel hired by CDOT to perform construction-related work and/or services for all or a portion of a project for or on behalf of CDOT.
7. General Engineering: Branch of science and technology dealing with the design, building, maintenance and use of engines, machines, and structures.

### **Work Duration**

The time period for the work described in this scope of work covers the period defined in the terms of the contract.

### **Authorization to Proceed**

Work shall not commence until the Contract Administrator transmits the 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 need 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 have disputes and claims management expertise capable of analyzing complex claims and disputes that originate on construction projects administered by CDOT.

The Consultant shall include a Colorado Registered Professional Engineer in good standing and at least one individual employed by the Consultant 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 a CDOT Project Engineer level or CDOT Resident Engineer level experience, and 10 years must be at the equivalent of CDOT PE II/PE III 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 in the Contract Administrator's sole discretion. Requests for changes in Consultant personnel must be submitted in writing by the Consultant and approved in writing by the Contract Administrator.

The Consultant shall have experience and expertise with all types of construction contract delivery, including but not limited to the following: Design-Bid-Build and alternative delivery.

The Consultant Scheduling Expert shall have strong experience in critical path method (CPM) scheduling. The Consultant CPM Schedule Expert shall be a Planning & Scheduling Professional (AACE International PSP Certification), a Project Scheduling Professional (PMI-SP Certification), or an equivalent certification.

The Consultant shall have subject matter expertise in all aspects of transportation design and construction.

### **Labor, Materials, Vehicles & Equipment**

The Consultant shall furnish all consultant personnel with all necessary equipment and supplies to perform their work, and scheduling software such as Primavera and Microsoft Project.

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 support and work closely with CDOT Region Staff, CDOT Construction Area Engineers, and Colorado Attorney General's Representatives. Work locations may be at CDOT Headquarters, in the CDOT Region Offices, or virtual as the work dictates. The majority of meetings will be held virtually.

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, CPM schedule review support and analysis, cost and damage evaluation, and provide training related to this scope of work as requested.

The Consultant shall conduct an objective analysis of the Contractor schedules, Notices of Dispute, Requests for Equitable Adjustment, and 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 if applicable, the Design Consultant in reference to any construction delays, or contract changes, or both. 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 Review Support**

The Consultant will, as required:

- Review the Contractor's Project Schedules, including Preliminary Schedule, Baseline Schedule, Revised Schedule, and Project Schedule updates for compliance with contract requirements.
- Assemble and review as-built data and evaluate available as-built schedule date to review and/or validate the accuracy of the current as-built schedule.
- Perform a schedule delay analysis and determine if the delay is excusable and/or compensable for the Contractor and the amount of delay.
- 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, or delays were the result of differing site conditions, suspension of work, significant changes in the character of work, plan errors, or omissions of the Department, Design Consultant(s), and or for any other reason.
- Assess the potential liability, if any, associated with any changes, extra work, or delays in order to determine responsibility for the additional costs alleged by the Contractor.
- Evaluate Contractor damages for extended overhead, escalation, home office overhead, loss of productivity, and extra work.

- Evaluate the extent of the Department's potential liability, if any, for any delays or changes which might have occurred and recommend to CDOT what course of action would be commensurate with this potential 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 project's key personnel involved in the Dispute or Claim.
- b) Acquire the dispute or claim documentation that was completed by the Project Engineer, including any exhibits or other project documents as necessary.
- c) Review all contract documents between the Department and the Contractor, and if applicable the agreement between the Department and the Design Consultant in order to determine the responsibilities and required conformance of all the parties.

### **Phase II. Technical Analysis**

- a) Perform a schedule analysis in accordance with the previous section in this scope of work.
- b) Prepare a cost estimate and perform damage analysis based on Contractor's or Subcontractor's submitted data.
- c) Acquire copies of additional or updated project records as required.
- d) Prepare an assessment of the outstanding issues and problems, highlighting the potential liability of all applicable parties as appropriate including but not limited to the Department, the Contractor, Subcontractors or the Design Consultant.

### **Phase III. Report Preparation**

- a) Prepare a draft report of findings, including an assessment of the parties potential liabilities and a determination of the additional costs incurred by the Contractor for which either CDOT or the Contractor (and/or others) may be liable.
- b) Arrange a preliminary coordination meeting with the project team to review the draft.
- c) Prepare a final report to reflect comments and additional information received during the review with the project team.

### **Phase IV. Support Services for a Dispute Review Board, Mediation or Litigation.**

- a) Assist in planning strategy for CDOT's presentation before the Dispute Review Board, the Mediators, or for Litigation.
- b) Prepare CDOT staff for presenting CDOT's position to the Dispute Review Board, Mediation, or in Litigation.
- c) Assist in presenting all or part of CDOT's position to the Dispute Review Board if requested.
- d) Assist in the production of detailed documents and identification of the relevant documents.
- e) Assist in the preparation of depositions of key personnel from all parties involved. This will include an identification of relevant areas of questions, drafting of questions and organizing relevant factual material.
- f) For Mediation and Litigation, assist in preparing answers to formal written discovery from the other party's attorneys.
- g) Assist in preparing for deposition or testimony.
- h) Aid in determining the necessary areas of expert testimony to be provided.
- i) Prepare physical or visual exhibits.
- j) If requested, assist legal counsel in strategy discussions, attend settlement conferences, participate in review sessions and participate in any of the prehearing or pretrial stages.
- k) Provide expert testimony and reports as required.

### **Additional Services**

When requested, the Consultant will provide:

1. Training regarding scheduling, claims analysis, negotiations, project cost estimating, work hour estimating, or alternate dispute resolution relative to CDOT construction contract administration.
2. Mediation or alternate dispute resolution services as requested by CDOT.
3. Assistance with the development of specifications related to construction contract administration.
4. General support to the Construction Area Engineers.