



WAIVER PER PURCHASING POLICIES

WAIVER OF SOLICITATION ☒ WAIVER OF QUOTE ☐
 SELECT SOURCE ☐ FOR INFORMATION ONLY ☐

DESCRIPTION OF PROJECT: High Plains Trail – Construction Phase

NAME OF THE VENDOR: Stanley Consultants

JUSTIFICATION (How were they selected, Why requesting to waive purchasing policy process):

Arapahoe County Open Spaces, the Town of Parker and High Plains Trail partners working in cooperation have completed the design phase of the High Plains Trail. The partners agreed The Town of Parker would lead the design phase of the project then hand the project over to Arapahoe County for Construction. The Town of Parker issued a solicitation for the design phase of the project, including cooperative language and it was awarded and completed by Stanley Consultants.

The project involves multiple agencies, multiple funding sources and a tight timeline to complete construction. Arapahoe County Open Spaces working with Public Works Project Manager recommends moving forward with Stanley Consultants for the Construction phase of the project. With their expertise and knowledge of the design phase, utilizing Stanley Consultants for construction would eliminate a learning curve of the project and maintain the short timeline for completion.

PRICE: \$402,500

ANNUAL MAINTENANCE: \$

FIXED ASSET Yes ☐ No ☐ FIXED ASSET # 400403

COST CENTER # 2848600620 G/L # 54360 IO # 280098

Josh Garcia *Josh Garcia* 720-874-6540
 Requestor Name, Signature & Telephone Number

10-8-21
 Date

Shannon Carter

Digitally signed by Shannon Carter
 DN: cn=Shannon Carter, ou=Arapahoe County Government, ou=usadncs.art@arapahoe.gov, c=US
 Date: 2021.10.14 09:55:09 -0600

Elected Official/Department Head

10/14/21
 Date

Purchasing Manager (not to exceed \$100,000)

10/15/2021
 Date

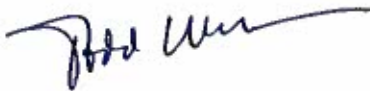
Comments: _____

Waiver approved, BoCC Reso #180600. Requestor to proceed with PO

Yes ☐ No ☐

Requestor to schedule BoCC Drop In & Create Board Summary Report

Yes ☒ No ☐



Todd Weaver, Director of Finance

10/15/2021

Date



BOCC, Chair

Date

11/15/2021

Per BoCC Resolution #180600 of 10/6/18, Purchasing Manager has authorization for sole approval up to \$100,000 plus exemptions to Contract Extensions

EXHIBIT A

High Plains Trail

Segment 1

CONSTRUCTION MANAGEMENT AND MATERIAL TESTING SERVICES

SCOPE OF WORK

COUNTY PROJECT NUMBER C19-019

October 7, 2021

I. CONSTRUCTION PERIOD SERVICES

A. The Consultant (Stanley Consulting, Inc.) shall provide the following construction administration and observation services for Arapahoe County:

1. Stanley Consultants will provide Arapahoe County with accurate quantities for the areas identified through the project limits as indicated on the plans.
2. The quantities will be measured and recorded per CDOT Local Agency procedures and specifications.
3. Upon receipt of a Notice to Proceed, the CONSULTANT will assist the County in conducting the pre-construction conference to be held prior to any construction activity. The pre-construction conference to be attended by the County, the CONSULTANT, the Contractor, the surveyor, and any sub-consultants, and any affected utilities. At this meeting the project schedule and the responsibilities of each party will be outlined. The CONSULTANT will take minutes at this meeting and submit them to the County for final review and approval, prior to the CONSULTANT distributing them to all attendees.
4. During construction, consult with and advise the County and as directed, act as the County's representative. As directed, the CONSULTANT shall have authority to act on behalf of the County to the extent provided in the Contract Documents, except as otherwise directed in writing by the County and as established in the Pre-Construction meeting.
 5. The CONSULTANT will be on site to continuously observe the contractor's daily work (where a major portion of the consultant's time is spent observing work in progress), evaluate the quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. If work progress differs from the Contract, make recommendations to the contractor and the County of the need for corrective action. The CONSULTANT will keep the County representative well informed daily as to how the work is progressing and notify the County immediately about deficiencies and issues of noncompliance.
 6. The CONSULTANT representative(s) will be required to inspect all major items of the work as it progresses daily, which include daily inspection of traffic control for compliance with the approved/applicable Method of Handling Traffic (MHT) for the various construction phases. The contractor's contract time for this project is anticipated to be 6 months of construction work. The CONSULTANT will anticipate providing limited hours to assist in observing the completion of the punch list items as needed to close out the project - which may extend past the anticipated 6-month period. The estimated number of hours of construction management, observation, and materials testing associated with this project and the total amount are identified in "Exhibit A", enclosed.

7. The CONSULTANT is aware that the project has a Notice to Proceed date scheduled for November/December 2021. The estimated man-hours and fees include, but are not limited to, the following: administrative services, review, coordination with designer of record, and approval by professional engineers of various contractor submittals, pay requests and change orders and other CONSULTANT staff services required for this project. All travel time of the CONSULTANT staff and their sub-consultants to the project site, any vehicle costs, laptop computer and cell phone charges, will not be billed separately, but will be included in the hourly rates submitted.

8. The CONSULTANT is aware that work may be required on weekends or other extended hours and will be billed at the fixed rates submitted, (therefore any overtime owed to the employees of the CONSULTANT shall be included in the hourly rates submitted). The CONSULTANT anticipates that the combination of construction management and materials testing per week may vary from a minimum of 20 hours per week to in excess of 50 hours per week - depending on the Contractor's schedule of various activities required for the project. The County will require that the contractor provide notification of their intent to work on the weekends by no later than noon on Tuesday, in order to provide the CONSULTANT adequate time to provide staffing for the project on weekends.

9. The Consultant will review shop drawings, diagram illustrations, brochures, catalog data, mix designs, materials, traffic control plans, schedules, soils samples, results of material testing (including slump tests, density and moisture tests), inspections and other data to determine conformance with the Contract Documents. The CONSULTANT will collect from the contractor certificates of inspections, shipping / scale tickets (including but is not limited to the following items: aggregate base course, topsoil, HBP, concrete paving, riprap, structural concrete, reinforcing steel, erosion control devices, culverts, traffic control devices), in accordance with the Contract Documents. The CONSULTANT will maintain a log of all project submittals indicating the current status of all submittals, and organize and maintain such files for the project duration. The CONSULTANT will assist the County in performing required Local Agency documentation to facilitate reimbursement and project closeout.

10. The CONSULTANT will be given direction to issue instructions directly to the contractor on behalf of the County. The CONSULTANT may, as the County's representative, require special inspection or testing of the work. As directed by the County and/or to meet Local Agency requirements, the CONSULTANT will be required to make recommendations or decisions, where warranted, on all claims to the County and the contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.

11. When authorized, the CONSULTANT shall prepare change orders for the review and approval by the County and CDOT Local Agency. Attached to the Change Order will be proper documentation for County and CDOT Local Agency approval.

12. Based on the CONSULTANTS independent field measurements and on-site observations, the CONSULTANT will review the contractor's monthly progress payment application and supporting data, in order to determine/confirm the amount owed to the contractor(s). The CONSULTANT shall prepare the progress payment for the contractor, County, and CDOT Local Agency's review and signature approval. Such approval of progress payment shall constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information and belief that the quantity and quality of the work is in accordance with the Contract Documents.

13. As directed by the County, the CONSULTANT will work with the contractor to review the contractor's efforts to coordinate utility relocation work required for the project. The CONSULTANT shall document in the daily logs the contractor progress with utility coordination and notify the County of outstanding issues. The CONSULTANT will contact the impacted utility companies to verify the contractor's efforts and schedule for relocation.

14. The CONSULTANT will assist the County in scheduling and conducting the weekly progress meetings, which includes assisting in contacting the impacted parties. The weekly meetings will be attended by the County, other agencies, the impacted utility companies, metro-district(s), construction surveyor, engineer (as required), traffic control supervisor, the CONSULTANT (and sub-consultants when applicable), the contractor and subcontractors (as required).

15. The CONSULTANT will prepare written directions to the contractor, as directed by the County representative, and all such documents shall be reviewed and approved by the County prior to issuance.

16. The CONSULTANT will review samples, catalog data, schedules, shop drawings, laboratory shop and mill test, and material and equipment and other data, which the contractor(s) submits. This review is for the benefit of the County and it covers only general conformance with the information given in the Contract Documents. The CONSULTANT will review each submittal (noting noncompliance) prior to submitting to the County for review and approval. Review of such by the CONSULTANT does not relieve the contractor(s) of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect the workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.

17. The CONSULTANT will determine if the final project conforms to the requirements of the Contract Documents, adheres to the contractor's project progress schedule, and evaluates if the contractor is progressing according to schedule. The CONSULTANT will maintain a record of the contractor's revisions/updates to the project schedule and inform the County on a weekly basis of any concerns that the schedule is slipping.

18. The CONSULTANT will assist the County in conducting a formal inspection (walk-through) with representatives of the contractor to determine if the project is substantially complete, and prepare a letter of "Conditional Acceptance" indicating uncompleted work (punch list items) for review and approval by the County prior to issuance.

19. The CONSULTANT will assist the County in conducting a final inspection and evaluate if the project has been completed in accordance with the Contract Documents, and that all the uncompleted work identified in the punch list has been completed. The CONSULTANT will submit any recommendations concerning project status, as it may affect the County's final payment to the contractor(s).

20. The CONSULTANT representative(s) will verify that all field revisions (as-built modifications) have been properly documented on the plans throughout the duration of the construction. Such revisions (as-built information) shall be submitted to the County. The CONSULTANT will review the contractor's as-built records on a weekly basis (as a minimum) and inform the County and remind the contractor of his/her responsibility to keep the as-built/as-constructed modifications/field revisions current with seven (7) days

throughout the project duration.

21. The CONSULTANT will verify and/or determine all pay quantities on a regular basis as required to verify accuracy of the contractor's monthly progress payment applications using the CONSULTANTS software meeting the CDOT Local Agency and the County's requirements. This should be completed early each month as determined at the pre-construction meeting.

22. The CONSULTANT will keep a daily log of events. The CONSULTANT will deliver a copy of the daily reports to the County Project Manager on a weekly basis. A digital notebook containing the entire photo log and all of the daily reports shall be turned over to the County at the end of construction. The CONSULTANT representative will have his/her own cell phone and vehicle on site each day the CONSULTANT is required to work.

23. The CONSULTANT will keep a detailed photo log of construction progress, including detailed photographs and a videotape of the before construction conditions.

24. The CONSULTANT and/or Geotechnical Sub-consultant will provide material testing for this project. The CONSULTANT will coordinate construction activities with the materials tester to ensure that all phases of work on each item are adequately tested for compliance with the plans and specifications.

a. The CONSULTANT will collect all materials tickets and record the locations used as well as verify the quantities. All delivery tickets will be scanned and submitted to the County at the end of the project, or as directed by the County.

b. The CONSULTANT will coordinate material testing and review, approve, and distribute all Geotechnical reports. These reports will include, but shall not be limited to the following: concrete testing, soils compaction, and other materials testing as required in the Contract Documents and CDOT Specifications.

Additional Requirements for this project:

Work Order Billings: The CONSULTANT will submit invoices of actual time and material costs to the County on a regular basis. Billing rates will correspond to rates contained in the contract between the CONSULTANT and the County. Rates will remain fixed during the CONSULTANT Contract/Agreement duration, which is anticipated to extend through May 2022.

EXHIBIT A
COST PROPOSAL FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND TESTING SERVICES -High Plains Pedestrian Bridge
ARAPAHOE COUNTY - CIP 21-02

| Direct Labor | | | | |
|--|-------------------------------|-------------|-------|---------------|
| Name | Classification | Hourly Rate | Hours | Total Amount |
| Joey Davidson | Resident Project Engineer | \$158.00 | 750 | \$ 118,500.00 |
| Brian Varnak | Inspector | \$130.00 | 1500 | \$ 195,000.00 |
| Rick Combs | Inspector | \$112.00 | 50 | \$ 5,600.00 |
| Curtis Gemaehlich | Construction Services Manager | \$170.00 | 60 | \$ 10,200.00 |
| | Summer Intern | \$55.00 | 48 | \$ 2,640.00 |
| Amelia Dyer | Project Coordinator | \$98.00 | 4 | \$ 392.00 |
| Construction Management and Inspection | | | 2412 | \$ 332,332.00 |

| Testing Services | Quantity | Unit | Rate/Unit | Total Amount |
|-------------------------------------|----------|------|-----------|--------------|
| Laboratory Testing | | | | |
| Project Manager | 20 | HR | \$ 120.00 | \$ 2,400.00 |
| Word Processing | 16 | HR | \$ 50.00 | \$ 800.00 |
| Engineering Technician (Concrete) | 95 | HR | \$ 53.00 | \$ 5,035.00 |
| Engineering Technician (Soils) | 75 | HR | \$ 55.00 | \$ 4,125.00 |
| Engineering Technician (Asphalt) | 0 | HR | \$ 55.00 | \$ - |
| Laboratory Testing | | | | |
| Concrete Compressive Strength Tests | 120 | Ea | \$ 15.00 | \$ 1,800.00 |
| Proctor Tests (ASTM D698) | 4 | Ea | \$ 100.00 | \$ 400.00 |
| Proctor Tests (ASTM D1557) | 1 | Ea | \$ 110.00 | \$ 110.00 |
| Atterberg Tests | 23 | Ea | \$ 50.00 | \$ 1,150.00 |
| Sieve Analysis | 23 | Ea | \$ 80.00 | \$ 1,840.00 |
| Asphalt Contents/Gradations | 0 | Ea | \$ 180.00 | \$ - |
| Max. Theoretical Specific Gravity | 0 | Ea | \$ 80.00 | \$ - |
| Materials Testing Labor Total | | | | \$ 17,660.00 |

| | |
|--|---------------|
| Total Not to Exceed Amount (2021-2022) | \$ 349,992.00 |
|--|---------------|

