

**COLORADO DEPARTMENT OF TRANSPORTATION
DISPUTE REVIEW BOARD THREE-PARTY AGREEMENT**

INSTRUCTIONS: When routing the Dispute Review Board Three-Party Agreement for the Chief Engineer's signature, include a completed CDOT Dispute Review Board Nominee Disclosure for each Board Member.

Project Number:

Subaccount:

Date:

Project:

This Three-Party Agreement, made as of the date signed by the Chief Engineer, by and between the Colorado Department of Transportation herein after called the Department; and

hereinafter call the Contractor; and

hereinafter call the Dispute Review Board or Board.

Whereas the Department is now engaged in the construction of:

and

Whereas the Contract provides for the establishment of the Dispute Review Board in accordance with subsection 105.22 and 105.23 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction herein after called the specifications.

Now, therefore, it is agreed:

**ARTICLE I
DESCRIPTION OF WORK AND SERVICES**

The Department and the Contractor shall form a Dispute Review Board in accordance with this agreement and the provisions of subsection 105.23 of the specifications.

**ARTICLE II
COMMITMENT ON PART OF THE PARTIES HERETO**

The parties hereto shall faithfully fulfill the requirements of subsection 105.23 of the specifications and the requirements of this agreement.

**ARTICLE III
COMPENSATION**

The Department and the Contractor shall share equally in the cost of the Board's applicable expenses, including the Board member's individual fees, general administrative costs, and if applicable outside experts. Reimbursement of the Contractor's share of the Board expenses for any reason is prohibited.

The Department and the Contractor shall agree to accept the Board's invoiced costs before payment by the Contractor.

The Contractor shall make all payments in full to the Board members. The Contractor shall submit to the Department an itemized statement for all such payments, and the Department will share the cost by reimbursing the Contractor 50 percent of the payment on the next partial payment.

Board members shall keep all fee records pertaining to this agreement available for inspection by representatives of the Department and the Contractor for a period of three years after the termination of the Board members' services.

ARTICLE III
COMPENSATION (cont.)

Payment to each Board member shall be at the fee rates established in subsection 105.23 of the specifications and agreed to the Department, the Contractor, and each board member.

Each Board member shall submit an invoice, in the format established by the Department and the Contractor, to the Contractor for fees incurred each month following a month in which the members participated in Board functions. The Contractor shall pay each Board member within 60 days after the Department and the Contractor have received all the applicable expenses and verified the expenses submitted by the Board Member. The Contractor shall make payment to the Board Member within seven days of receipt of payment from the Department.

ARTICLE IV
ASSIGNMENT

Board members shall not assign any of the work to be performed by them under this agreement. Board members shall disclose any conflicts of interest including but not limited to any dealings with either party in the previous five years other than serving as a Board member under other contracts.

ARTICLE V
COMMENCEMENT AND TERMINATION OF SERVICES

The Board shall commence services in accordance with subsection 105.23 of the specifications, shall continue until all assigned disputes have been heard, and a Recommendation has been issued. If a Board Member is unable to fulfill his responsibilities for reasons specified in subsection 105.23(b)7, he shall be replaced as provided therein, and the Board shall fulfill its responsibilities as though there had been no change.

ARTICLE VI
LEGAL RELATIONS

The parties agree that each Board Member in performance of his duties on the Board is acting as an independent contractor and not as an employee of either the Department or the Contractor. Board Members shall guard their independence and avoid any communication about the substance of the dispute without both parties being present. The Board Members are absolved of any personal liability arising from the recommendations of the Board. The parties agree that members of the Board are acting as mediators for purposes of C.R.S. § 13-22-302(4) and, as such, the liability of any Board Member shall be limited to willful and wanton misconduct as provided for in C.R.S. § 13-22-305(6).

Board members shall not be called as witness for future litigation.

In witness hereof, the parties hereto have caused this agreement to be executed the day and year written above.

BOARD MEMBER:

BY:

BOARD MEMBER:

BY:

BOARD MEMBER:

BY:

CONTRACTOR:

BY:

TITLE:

COLORADO DEPARTMENT OF TRANSPORTATION

BY:

TITLE: Chief Engineer