

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into effective this 17th day of July, 2017 (the "Effective Date"), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the "City"), and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation whose principal business address is 500 Grant Street, Suite 5400, Pittsburgh, PA 15219 ("Contractor").

WHEREAS, the City desires to retain the services of Contractor, and Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

I. SERVICES.

A. Services. At the City's direction, Contractor will provide professional engineering services and technical support including roadway, drainage and pedestrian facility planning and design, traffic and transportation, engineering, bridge design and construction management, and plan review, utility and geotechnical services, land acquisition & appraisal services, surveying, construction management and inspection services for the City on a non-exclusive basis as set forth in Exhibit A and pursuant to Work Orders, as defined below, if applicable ("Services"). The terms and conditions of this Agreement shall apply to the performance of all Services under this Agreement, whether performed with or without a Work Order and notwithstanding the failure of any Work Order to incorporate this Agreement by reference.

1. Work Order Services. A "Work Order" is an order agreed to by the City and Contractor to determine specific Services to be performed (including scope of Services, schedule, and total price) before the performance of Services. Work Orders may be in the form of Exhibit B but must include a specific reference to this Agreement. Work Orders must be executed and authorized as follows: (a) Division Manager (up to \$15,000.00); (b) Department Director (up to \$50,000.00); and (c) City Manager (up to and exceeding \$50,000.00).

2. Invoiced Services. Contractor may perform Services without a Work Order if the scope of Services and the total amount to be billed to the City for such Services are authorized and agreed to by the City before the performance of such Services. Services to be performed without a Work Order must be authorized as follows: (a) Division Manager (up to \$15,000.00); (b) Department Director (up to \$50,000.00); and (c) City Manager (up to and exceeding \$50,000.00).

B. Controlling Terms. This Agreement will control if the terms and conditions of any exhibit, attachment, Work Order, or invoice conflict with the terms and conditions of this Agreement. Additional terms and conditions not specifically relating to the Services (such as unnegotiated or form terms included in any Work Order, Invoice, or attachment), whether or not in conflict with this Agreement, are not agreed to by the City and are declared void and of no force or effect.

C. Contractor Representations. Contractor represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws. Contractor acknowledges that the City is relying on Contractor's expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval or review by the City.

D. Warranties. Contractor represents that all Services performed under this Agreement: (i) will be performed in accordance with the applicable professional standard of care of a reasonable Contractor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor; and (ii) will be performed in a timely manner as required by the Agreement and performed and supervised by qualified personnel. Contractor further represents that all application software developed or implemented by Contractor under this Agreement, when used in accordance with its associated documentation, shall not infringe upon the rights or marks of a third party. Contractor further represents that it is not a party to nor subject to any agreement or order which would limit, prevent or restrict its performance of any Services.

E. Prosecution of the Services. Contractor will furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the completion of the Services. Contractor will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf.

F. Correction of Errors. Contractor will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the City promptly and for no additional compensation.

G. Subcontractors. Contractor will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials or supplies, without the City's express written consent.

H. Licenses & Permits. Contractor and each subcontractor will be responsible to obtain all required licenses and permits, including a City Contractor's license, if required. Contractor will pay any and all license and permit fees.

I. Deliverables.

1. Electronic format. Contractor will provide all reports, surveys, maps, plans, drawings or photographs, or any other materials that lend themselves to production in electronic format ("Deliverables") to the City in both hard copy and electronic formats acceptable to the City, unless otherwise directed by the City in writing. Contractor's failure to do so will constitute a material breach of this Agreement. Contractor will consult with the City to determine acceptable electronic formats before beginning the Services. All Deliverables and other tangible materials produced by Contractor pursuant to this Agreement will at all times be considered the property of the City.

2. Spatial Data. Deliverables including spatial data (GIS/AutoCad) will include geospatial datasets (those generated from GPS, survey data, or other derived geospatial data like orthography) in Environmental Systems Research Institute, Inc.'s ("ESRI") file/personal geodatabase or shapefile format, including a coordinate system projection information or file. Point features will be generated as point shapefiles, linear features will be generated as line shapefiles, and area features will be generated as polygon shapefiles. Any geospatial dataset derived from new or existing geospatial data will be in file/personal geodatabase or shapefile format, along with an explanation of the method used to generate the derived geospatial data. Spatial Coordinate or Survey System will be documented and used, along with a coordinate system projection file for said data. Contractor will provide complete metadata (who, what, when, where, how) for all provided spatial data and related information.

3. Digital images. Contractor will provide non-copyrighted, high resolution, illustrative, digital images of project site plans, elevations, renderings, photos, and other Deliverables, as directed by the City, suitable for reproduction of and dissemination in marketing materials and at City Council hearings and public presentations. Contractor will affirm that the images do not violate copyright laws and will indemnify and hold harmless the City from liability for any expense, cost, loss or

damage resulting from any claim of copyright infringement arising from the City's use of the images. All images provided will become the property of the City.

J. Rate of Progress. Contractor's rate of progress is a material term of this Agreement. At the City's request, Contractor will provide a progress schedule for the performance of any Services subject to the City's approval.

K. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor will cooperate with the City relating to such monitoring and evaluation.

L. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Contractor and its employees and agents, while performing the Services or while on City property for any reason during the Term, will adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. Policies will be made available to Contractor upon request. Contractor will comply with all applicable federal, state and local laws, ordinances and regulations.

M. Non-Exclusivity. The City may engage the services of other persons for the provision of Services that could be performed under this Agreement. Contractor acknowledges that it is not entitled to perform any work except as assigned under this Agreement and is not guaranteed any amount of work.

II. COMPENSATION.

A. Amount. As compensation for performance of the Services and any other obligations under this Agreement, the City will pay Contractor for work actually performed, in accordance with the rates set forth in Exhibit A and as may be set forth in Work Orders or invoices, provided such amounts set forth in any Work Order or invoice have been previously agreed to by the City pursuant to this Agreement. The compensation established by any Work Order or invoice shall include all of Contractor's costs and expenses to fully perform the Services and other obligations of this Agreement. The City will not consider or be obligated to pay or reimburse Contractor any other charges or fees and Contractor will not be entitled to any additional compensation or reimbursement.

B. Maximum Amount. The total amount of compensation paid under this Agreement shall not exceed a maximum aggregate amount of \$250,000.00 (including all years and any Services performed under this Agreement), unless this Agreement is approved by the City Council of the City.

C. Invoices.

1. Submission. Contractor will submit invoices for all Services performed pursuant to a Work Order on a monthly basis and will submit invoices for Services performed without a Work Order promptly upon the completion of such Services. Invoices shall be submitted to the department or division that authorized the performance of Services for which the invoice is submitted, with a copy to the department or division that procured this Agreement.

2. Content. All invoices shall be in a format approved by the City and shall indicate that Services were performed under this Agreement. All invoices shall identify the specific Services performed for which payment is requested, including a description of the Services, the applicable rates, the applicable Work Order, if any, any costs for which Contractor seeks reimbursement, and the total amount that Contractor claims is due. Contractor will provide verification documentation as requested by the City.

D. Payment. The City will make payment to Contractor within thirty (30) days after receipt and approval of invoices submitted by Contractor. The City's obligation to make payment is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the Services and conditions of this Agreement. The City may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute.

E. IRS Form W-9. If not on file with the City, Contractor will provide to the City a current, completed Internal Revenue Service Form W-9 with or before Contractor's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

F. Appropriation. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate this Agreement. Contractor acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

G. Changed Conditions. Contractor specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the City's control: (1) a physical condition of the site of an unusual nature; (2) any condition differing materially from those ordinarily encountered and generally recognized as inherent in work or services of the character and at the location provided for in this Agreement; or (3) any force majeure.

III. TERM AND TERMINATION.

A. Term. The term of this Agreement will be from the Effective Date until June 12, 2019 ("Term"), unless the Term is extended in by validly executed written amendment.

B. Termination.

1. Generally. The City may terminate this Agreement without cause if the City determines that such termination is in the City's best interest. The City will effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination.

2. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law ("Breach"), the City may terminate this Agreement for cause immediately upon written notice of termination to Contractor. Contractor will not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined. If Contractor challenges a termination for cause by the City and prevails, the termination for cause will be deemed to be a termination for convenience and will be effective fourteen (14) days from the date that the original written notice of termination for cause was given to Contractor and no further notice will be required.

3. Effect of Termination. The City will be liable to pay Contractor for Services performed as of the effective date of termination, but will not be liable to Contractor for anticipated profits. Unless otherwise instructed in writing, Contractor will immediately discontinue performance of the Services upon receipt of a notice of termination.

4. Work Order. The City may terminate any Work Order, or invoiced service, in the same manner as the City may terminate this Agreement, but the effect of such termination shall be to the Work Order or invoiced service only.

C. Contractor's Remedies for Breach.

1. Contractor may terminate this Agreement for non-payment of sums due under this Agreement except where non-payment is pursuant to the City's rights under this Agreement. Contractor will first provide the City written notice of Contractor's intent to terminate and allow the City ten (10) days within which to make payment.

2. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

IV. **INDEMNITY.**

Contractor will be liable and responsible for any and all damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Contractor, its employees, agents, or other persons acting under Contractor's direction or control. Contractor will indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of Contractor and/or its employees, agents or representatives or other persons acting under Contractor's direction or control. Contractor will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

V. **INSURANCE.**

A. Required Policies. Contractor will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

1. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least **One Million Dollars (\$1,000,000)** each occurrence.

2. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

3. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged, or if the City otherwise deems it necessary, errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

4. Other Insurance. Workers' compensation insurance (unless Contractor provides a completed Declaration of Independent Contractor Status Form) and other insurance required by applicable law.

The limits of any insurance required by this Agreement will not limit Contractor's liability.

B. Terms of Insurance.

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall name the City as an additional insured** and will provide that the City, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Contractor and the City. **Such policies will be written as primary policies not contributing to and not in excess of coverages the City may carry.**

2. Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems reasonable for the Services, but in no event greater than **Ten Thousand Dollars (\$10,000.00)**, and Contractor will be responsible for the payment of any such deductible.

3. Cancellation. No such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing.

4. Coverage Type. Contractor will identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor will carry a twelve (12) month tail. Contractor will not do or permit to be done anything that will invalidate the policies.

5. Evidence of Coverage. Before commencing work under this Agreement, Contractor will provide certificates of insurance policies indicating that the City is an additional insured and, if necessary, all endorsements evidencing insurance coverage required by this Agreement. The City will not be obligated under this Agreement until Contractor provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Contractor will, at least ten (10) days before the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.

C. Subcontracts. Contractor will include the insurance requirements of this Agreement in all subcontracts. Contractor will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

VI. **SALES AND USE TAX.**

Unless specifically exempt, all materials provided and equipment used in the performance of Services within the City are subject to City Sales & Use Tax, including services performed on behalf of the City.

A. Contractor Responsible for Tax. Contractor is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored, or consumed in performance of the Services.

B. Specific Industry Standard. The Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, Sales Tax Division, at 303-289-3628, and is available on the City's website at <http://www.c3gov.com/DocumentView.aspx?DID=115>.

C. Equipment. Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor will file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars (\$2,500) or greater, stating the dates on which Contractor anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Contractor may include sales and use tax calculated on one-twelfth (1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-T of the Commerce City Sales & Use Tax Code. If Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment will be allowed as a contract expense.

VII. COMPLIANCE WITH C.R.S. § 8-17.5-102; VERIFICATION OF LAWFUL PRESENCE.

A. Certification. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 in order to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.

B. Pre-Employment Screening. Contractor is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

C. Contractor Obligations. Contractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor will:

1. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph d the subcontractor does not stop employing or contracting with the illegal alien; provided, however, that Contractor will not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Compliance with Investigation. Contractor will comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation undertaken by the Department pursuant to Article 17.5 of Title 8, C.R.S.

E. Violation. If Contractor violates this Section, the City may terminate this Agreement for breach of contract and Contractor will be liable for actual and consequential damages to the City.

VIII. NOTICE.

Except for routine communications and invoices directed to a particular department at its regular business address, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

Director of Public Works
Public Works
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80022

If to Contractor:

Joe Zufall, PE, Project Manager
Michael Baker International, Inc.
165 South Union Boulevard, Suite 200
Lakewood, Colorado 80228

The parties may agree to delivery of notices via electronic mail.

IX. GENERAL PROVISIONS.

A. Incorporation by Reference. Exhibit A to this Agreement and any Work Orders or invoices agreed to by the City are incorporated into this Agreement by reference.

B. Independent Contractor. The relationship between Contractor and the City will be as independent contractors, and neither the City nor Contractor will be deemed or constitute an employee, servant, agent, partner or joint venture of the other. **Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from the City.**

C. No Assignment. Contractor will not assign or transfer any rights, interests, or obligations under this Agreement without the City's prior written consent.

D. Governing Law; Jurisdiction and Venue; Recovery of Costs. This Agreement will be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Contractor consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. Contractor waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement will be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

E. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

F. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the City and Contractor will be deemed to be only an incidental beneficiary under this Agreement.

G. No Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any

subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

H. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Contractor on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.

I. Severability. A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

J. Acknowledgement of Open Records Act. Contractor acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and this Agreement and any related documents are subject to public disclosure.

K. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

L. Counterparts. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument.

M. Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and, except as expressly provided, may not be modified or amended except by validly executed written agreement of the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

(Signature contained on next page(s).)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Brian K. McBroom
Brian K. McBroom, City Manager

ATTEST:

Laura J. Bauer
Laura J. Bauer, MMC, City Clerk

APPROVED AS TO FORM:

Robert Sheesley
Robert Sheesley, City Attorney

Recommended for approval:

Maria D'Andrea
Maria D'Andrea, Director
Public Works



MICHAEL BAKER INTERNATIONAL, INC.

Danielle Smith
Danielle Smith, Principle in Charge
[must be notarized]

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

The foregoing Agreement was acknowledged before more this June 29,
2017, by Danielle Smith, Principle in Charge for Michael Baker International, Inc.

Witness my hand and official seal.

My commission expires: 09-26-2020.

Jennifer Shafer
Notary Public

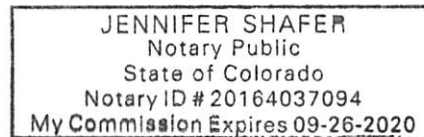


EXHIBIT A

Scope of Work

MAJOR AND MINOR ROADWAY PLANNING & DESIGN

The contractor will be expected to perform studies, conceptual and preliminary design, final engineering, plans and bid document preparation, designated environmental tasks, and construction management. The contractor may subcontract geotechnical services, storm water, traffic engineering, and surveying.

Tasks may include:

- Arterial, collector and local street intersection design including geometric alternative analysis and concept design.
- Traffic engineering services related to traffic volume forecasting, and intersection design, capacity analysis, realignments, traffic signal design, access control plans, median cuts, turn lanes, pavement structure, sight distance and construction traffic control.
- Hydrologic and hydraulic analysis and drainage study preparation for roadway and tributary areas and capacity analysis for major structures or conveyances.
- Bridge and major channel crossing design, with related major channel design, and construction management thereof.
- Design and construction management of storm sewers and related structures including hydraulic analysis to size pipe inlets and minor structures.
- Floodplain modification approvals by Urban Drainage and federal agencies.
- Public involvement and consensus building.
- Utility coordination, clearances, and relocations.

PEDESTRIAN FACILITY PLANNING & DESIGN

The contractor will be expected to perform studies, conceptual and preliminary design, final engineering, plans and bid document preparation, designated environmental tasks, and construction management. The contractor may subcontract geotechnical services, storm water, traffic engineering, and surveying.

TRAFFIC AND TRANSPORTATION ENGINEERING SERVICES

The contractor will be expected to perform traffic signal warrant studies and signal design, as well as other general traffic engineering studies and tasks, are also included in this division of work. Transportation corridor studies and other transportation planning studies may also be required.

PLAN REVIEW SERVICES

The contractor will be expected to accurately and thoroughly review plans and design documents prepared by other design firms. Written comments will be supplied as the deliverable on each plan set or document reviewed. Plans involved in this effort are typically new commercial, residential or industrial development within the city. Supporting design documents may include: drainage reports, traffic studies, and pavement design reports.

Contractors may be required to review cost estimates for public improvements, prepare public improvement agreements, and evaluate terms of construction for acceptability.

The contractor will be required to attend meetings with applicants and staff, and will be required at times to attend public meetings, including providing testimony to public bodies. Some meetings may occur outside of regular business hours.

BRIDGE DESIGN & CONSTRUCTION MANAGEMENT

Contractors are expected to perform structural alternative evaluations, which includes preparing a CDOT Structure Selection Report (especially for projects selected to receive partial funding from the State or Federal agencies), prepare preliminary design, final design, preparing both conceptual and detailed cost project estimates, provide assistance with public involvement and consensus building among project stakeholders.

The contractor will provide major and minor drainage system analysis (hydrology & hydraulics), prepare Phase III drainage reports, develop floodplain modeling and assist the City with FEMA CLOMR / LOMR submittals, assist the City in obtaining floodplain permits, preparing GESC plans and GESC reports, preparing bid documents and final plans.

The contractor will assist the City with utility coordination and utility relocation designs, and will assist the City with construction management, inspection and material testing services for new bridges, bridge replacement projects, and bridge rehabilitation projects, including experience with preventative and routine maintenance associated with timber bridge structures and / or metal arched culverts.

When applicable, the contractors will be responsible for managing its sub-contractors that provide geotechnical engineering services for structure foundations and pavement designs, which shall be based

on field and lab testing. In addition to structural components, the various City projects will likely include hydraulic design, channel stability, and scour analysis.

For projects selected to receive State or Federal funding, the contractors may be asked to assist the City in coordinating project issues with CDOT and other governmental agencies; and in obtaining approval of the final design.

Contractor will either have the capability to rate bridge structures before and / or after construction or able to subcontract with a firm that can perform these services. Additionally, the contractors may be asked to rate structures less than 20-feet in length and utilize similar rating methodology used by the State for the National Bridge Inventory / Qualifying Bridge Structures.

GEOTECHNICAL SERVICES

The contractor will provide geotechnical services supporting the City's annual Pavement Management Program, Concrete Replacement Program and potentially other projects designed in-house or by others.

The work under this division will generally consist of subsurface soil investigation, foundation analysis/design, pavement design, material mix designs and construction quality control and/or quality assurance (QA/QC) services.

The contractor shall certify whether hot mix asphalt, slurry seal, and concrete materials being placed are in accordance with material specifications. The contractor shall be responsible for all compaction testing, material testing, coring and applicable requirements per the City's Standards and Project Specifications and/or CDOT Specifications, as applicable. The contractors shall be familiar with both CDOT and MGPEC design procedures and specifications.

Field investigations shall consist of test borings to evaluate the existing pavement and subsurface conditions, and may include non-destructive deflection testing, plus on-site materials testing (subgrade, hot mix asphalt, concrete). Laboratory testing capabilities shall include, but are not limited to: R-value testing, Proctors/Atterberg limits, extraction/gradation, stabilized subgrade compressive strength, L.A. Abrasion, Lottman, wet track abrasion test, fine aggregate angularity, fractured faces, coring/thickness/density testing, compressive strength, soil consolidation/swell, corrosivity, cohesion test, etc.

Laboratories shall be accredited by AASHTO for the material being tested. Technicians taking samples and conducting compaction tests must have a LabCAT Level A certification or equivalent. Technicians conducting tests of asphalt content and gradation must have a LabCAT Level B certification or equivalent. Technicians performing volumetric testing must have a LabCAT Level C certification or equivalent.

SURVEYING AND AERIAL MAPPING

The contractor shall perform design-level surveys for small projects, as well as drainage surveying, construction staking, right-of-way surveying, legal description preparation for right-of-way acquisition, and aerial photography.

Surveying data will be required to be submitted in an AutoCAD-compatible format for project design.

LAND ACQUISITION AND APPRAISAL SERVICES

Work will generally consist of Right-of-Way (ROW) procurement services and/or Appraisal services, which may include legal document preparation. If the contractor does not provide appraisals in-house, they must list the firms they have had experience with or will sub-contract with to provide these services.

ROW procurement services will be conducted using maps and legal descriptions provided by the County or its consulting engineer performing the design for the project. ROW procurement services may require the contractor to provide title searches.

Familiarity with FHWA's Right-of-Way Project Development Guide and CDOT procedures for right-of way acquisition will be required for projects funded with Federal/State monies. The Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Amendments of 1987 may be required. Familiarity with Federal and State Regulations and Procedures as related to Eminent Domain and "fair market value" determination is also required. Expert witness testimony for eminent domain actions and damage claim settlement may also be required work tasks.

Appraisal contractors who respond to this RFP shall be listed on CDOT's Region 1 – LPA Appraiser List (March 2016) and shall be listed as a Colorado Certified General Appraiser.

DRAINAGE & HYDRAULIC DESIGN SERVICES

The contractor shall provide miscellaneous Floodplain Management Review Services, preparation of Stormwater Master Plans and Studies, and/or drainage design services.

Floodplain Management Review Services: the cost for these services, as assigned, will normally be less than \$25,000. The contractor will work as an extension of the City's Engineering Staff. Contractors will review each floodplain modification study for conformance to all applicable Federal Emergency Management Agency (FEMA), Urban Drainage and Flood Control District (UDFCD), and County regulations.

The contractor will provide general stormwater design for potential City projects, including floodplain delineation, stormwater conveyance/water quality/detention facilities, and preparation of Stormwater Master Plans and Studies.

Type of work may include all or parts of the activities listed below.

- Hydrologic and hydraulic modeling and review
- Floodplain modification studies and review; floodplain delineation
- FEMA submittal
- Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR)
- General stormwater design to include preparation of construction plans and specifications for storm sewer, culvert sizing, water quality, etc.

- Preparation of Stormwater Master Plans and Studies
- Bridge hydraulics and scour analysis

INVESTIGATION SERVICES

Contractors will conduct potholing at designated locations, (to be determined), identifying all designated potholes by using a lathe or other in-field location marker. The contractor shall keep the City representative informed on a daily basis as to how work is progressing and notify the City immediately about deficiencies and issues of noncompliance, providing bid costs for all additional potholes as determined by their description as earthen, concrete and asphalt potholes, coordinate field survey of the existing underground utilities within the project limits and the location of the potholes.

Contractors will also provide a separate electronic file that includes the existing underground utility field locates and potholes, and shall provide traffic control services for the potholing activities. The traffic control services shall include preparing and submitting the applicable Method of Handling Traffic (MHT) plans necessary to complete the potholing services. Contractors shall assume that single lane closures will be necessary to complete the potholing activities.

CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

Pre-Construction:

- Performing a constructability review
- Bid package management – (review bid tabs, references, and check for bid balance);
- Developing a public information plan
- Attending the pre-construction conference
- Coordinating with utility companies for utility clearances
- Schedule and Schedule logic review and approvals. Special emphasis will be necessary on contractor Schedule and Schedule logic review and approvals, and effective documentation

Construction:

- Monitoring contractor's performance and enforce all requirements of applicable codes/standards, specifications and contract drawings
- Performing field inspection and other quality assurance activities including necessary materials testing
- Monitoring/reviewing construction schedules throughout the course of construction
- Reviewing working days, contract time and documenting time extensions
- General documentation
- Maintaining a daily inspector's report system that records the hours worked by labor and equipment. Detail must be sufficient to permit the review of the contractor's costs of the work in a manner similar to force account. Equipment must be identified sufficiently to enable determination of the applicable rental rates and operator's minimum wage if applicable. The narrative portion of the report shall include a description of the contractor's operation and location of work and any other pertinent information
- Tracking subcontractor's work and ensuring contractor submits written request prior to substituting a subcontractor
- Maintaining well-organized photographic/video records

- Ensuring contractor properly provides for the safety of the workers
- Managing change orders and field orders and obtaining required City approval
- Managing and reviewing submittals and monitor designer's review activities
- Managing and reviewing claims
- Managing and reviewing contractor's Requests for Information (RFI)
- Reviewing and recommending progress payments
- Determining materials sampling, testing requirements and provide acceptance testing services, (quality assurance)
- Enforcing Labor Compliance by preparing daily reports with required information, monitoring Certified Payrolls, and doing spot check labor surveys and interviews if federal funds are involved
- Review and approve MHT's with the City's input
- Managing and reviewing contractor's detours, lane closures, and staging plans
- Providing final inspection and coordinate road openings for each stage
- Recommending Substantial and Final Completion
- Establishing a punch list
- Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/ resolution

Michael Baker

WORK ORDER No. 01

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated July 17, 2017.

Contractor shall perform the following Services:

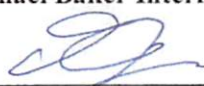
Off-system bridge grant applications

Cost: \$ 4209.00

Completion Date: December 31, 2017

Contractor shall obtain approval from John Vetterling prior to any changes in scope.

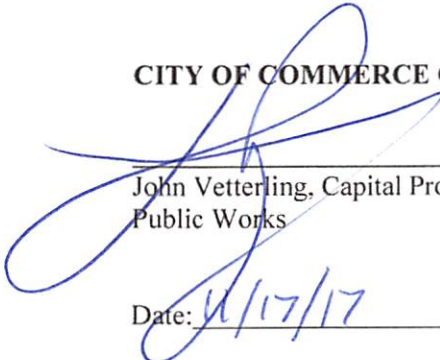
Michael Baker International, Inc.



Dave Jula, PE, CFM,
Vice President

Date: 11/17/17

CITY OF COMMERCE CITY



John Vetterling, Capital Projects Delivery Mgr.
Public Works

Date: 11/17/17



SCANNED



WORK ORDER No. 02

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated July 17, 2017.

Contractor shall perform the following Services:

- 104th & Brighton Road – Traffic Signal
- Cost: \$ **10,309.00**
- Completion Date: February 9, 2018

Contractor shall obtain approval from John Vetterling prior to any changes in scope.

Michael Baker International, Inc.

Dave Jula, PE, CFM,
Vice President

Date: _____

*consultant signature
next page*

CITY OF COMMERCE CITY

John Vetterling, Capital Projects Delivery Mgr.
Public Works

Date: _____

Maria D'Andrea, Director
Public Works

Date: 1/2/18



WORK ORDER No. 02

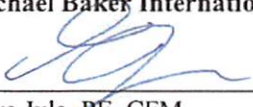
This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated July 17, 2017.

Contractor shall perform the following Services:

- 104th & Brighton Road – Traffic Signal
- Cost: \$ 10,309.00
- Completion Date: February 9, 2018

Contractor shall obtain approval from John Vetterling prior to any changes in scope.

Michael Baker International, Inc.



Dave Jula, PE, CFM,
Vice President

Date: 1/2/18

CITY OF COMMERCE CITY

John Vetterling, Capital Projects Delivery Mgr.
Public Works

Date: _____

Exhibit "A"

**WORK ORDER FORM
PURSUANT TO AN AGREEMENT BETWEEN
COMMERCE CITY
AND
MICHAEL BAKER INTERNATIONAL, INC.**

DATED: December 20, 2017

Work Order No. 02

Project title: 104th & Brighton Road – Traffic Signal

Commencement Date: December 22, 2017

Completion Date: February 9, 2018

Maximum Fee: \$10,309.00

Task Description

This Task includes the preliminary layouts and cost estimates for traffic signal alternatives for temporary vs. permanent signals at the intersection of 104th Avenue and Brighton Blvd.

Task 1.0 – Project Management and Administration

Michael Baker International will provide project setup and general project management for this effort.

Task 2.0 – Preliminary Traffic Signal Design Services

Per the City of Commerce City's request, Michael Baker International will prepare preliminary traffic signal design layouts for the intersection of 104th Ave (SH-44) and Brighton Rd. This request will include the following tasks:

Task 2.1 – Data Collection/Base Mapping

Michael Baker International will use the professional surveying services of 105 West, Inc to obtain existing, visible planimetric features and topography at a one-foot (1') contour interval. The topographic survey will include the existing edge of pavement, existing edge of traveled surface, centerline, curb/gutter, striping, roadside ditches, sidewalks, traffic signals, culverts, fences, structures, and surface utility evidence within the project intersection's rights-of-way. The survey will be compiled in the AutoCAD format and will be used as the base for this traffic signal design. For more information, please refer to the fee proposal for more information.

Task 2.2 Preliminary Design Layout – Alternative Comparison

Michael Baker International will use the base survey information to develop two preliminary traffic signal layout alternatives for the City of Commerce City's review and consideration.

- Alternative 1 - will be a temporary span-wire traffic signal that can be installed within existing right-of-way and match the existing lane configuration until the time comes for potential future roadway widening.
- Alternative 2 - will be a permanent traffic signal with poles and mast arms with an assumed cross section of 4 lanes + 1 turn lane for each approach.

Task 2.3 Preliminary Design Layout – Engineer's Estimate

Michael Baker International will prepare a preliminary engineer's estimate of the probable construction cost for the two traffic signal layout alternatives defined in Task 2.2 for 104th Ave (SH-44) and Brighton Rd. This estimate will be based on recent Contractor bid prices for other traffic signal construction projects.

Task 2.4 Memorandum

Michael Baker International will prepare a memorandum summarizing the preliminary traffic signal layout alternatives and will document existing right-of-way, assumed lane configuration, proposed pole locations, proposed span wire and mast arm lengths, proposed signal head locations, proposed conduit runs, any potential right-of-way and utility conflicts and cost comparison.

Task 2.5 Submittal/Address Comments/Final Submittal

Michael Baker International will submit a preliminary traffic signal design drawing for two alternatives defined in Task 2.2 for review by the City of Commerce City. The plans will be submitted in a standard 11"x17" PDF format.

It is anticipated there will be two submittals. Michael Baker International will revise the preliminary design layouts, cost estimates and memorandum based on review comments provided by the City of Commerce City.

Task 3.0 Survey

105 West will provide surveying services in accordance with the attached scope.



4201 E. Yale Ave., STE 230
Denver, CO 80222
Phone 303-859-4491
www.105westinc.com

November 20, 2017

Mr. Joe Zufall
Michael Baker International
165 S. Union Blvd. Suite 200
Lakewood, CO 80228

**RE: Professional Surveying Services – East 104th Avenue & Brighton Road
Commerce City, Adams County, State of Colorado**

Dear Joe,

105 West, Inc., (105 West) appreciates the opportunity to offer our proposal providing professional surveying services for the above-referenced project.

SCOPE OF SERVICES

Task A - Permits

105 West will apply for the right-of-way permits from Commerce City in order to perform survey work within East 104th Avenue & Brighton Road rights-of-way. It is our understanding that all survey work will take place within the public right-of-way and that right-of-entry forms for private landowners are not required for this project

<i>Project Surveyor</i>	<i>2 hours</i>
<i>Survey Technician</i>	<i>4 hours</i>

Task B - Survey Control

105 West will establish project control based on the Colorado State Plane (NAD 83) horizontally and NAVD 88 vertically. 105 West anticipates setting at least five (5) control points along the project corridor. The preparation of a project control diagram is included in this Task C.

<i>Project Surveyor</i>	<i>4 hours</i>
<i>Survey Technician</i>	<i>4 hours</i>
<i>Two-Man Crew</i>	<i>8 hours</i>

Task C – Topographic Survey

105 West will obtain, by field methods, existing, visible planimetric features and topography at a one-foot (1') contour interval. The topographic survey will include the existing edge of pavement, existing edge of traveled surface, centerline, curb/gutter, striping, roadside ditches, sidewalks, traffic signals, culverts, fences, structures, and surface utility evidence within the East 104th Avenue & Brighton Road rights-of-way as shown on the attached Exhibit A. As part of this task underground utilities will *not* be located.

<i>Project Surveyor</i>	<i>8 hours</i>
<i>Survey Technician</i>	<i>16 hours</i>
<i>Two-Man Crew</i>	<i>24 hours</i>

FEES

For the professional services described herein, 105 West, Inc., proposes to be compensated at cost not-to-exceed fee of **\$5,360**. Our fee breakdown is as follows:

Task A – Permits.....	\$520
Task B – Survey Control	\$1,400
Task C – Topographic Survey	\$3,440

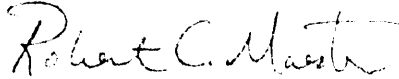
SCHEDULE

Upon your written notice to proceed, we are prepared to commence work immediately. We anticipate completing Tasks A-C within four (4) weeks (weather permitting).

Thank you for the opportunity to provide our services to you. Please contact us if you have any questions.

Sincerely,

105 West, Incorporated



Robert C. Maestas, PLS

Director of Surveying and Mapping Services

Exhibit A - Survey Limits

Legend

■ Survey Limits

Brighton Rd & 104th Ave (Sh 44)

44

Google Earth

© 2017 Google



200 ft

EXHIBIT A

WORK ORDER No. 03

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated July 17, 2017.

Contractor shall perform the following Services:

- Staff Augmentation – Traffic Programs
- Cost: \$ 28,502.00
- Completion Date: April 20, 2018

Contractor shall obtain approval from John Vetterling prior to any changes in scope.

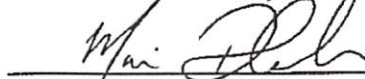
Michael Baker International, Inc.



Danielle Smith, P.E.,
Transportation Operations Manager

Date: 2/27/18

CITY OF COMMERCE CITY



Maria D. Andrea, P.E., Director of Public Works
Public Works

Date: 2/28/18


WORK ORDER No. 04

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated July 17, 2017.

Contractor shall perform the following Services:

- Staff Augmentation – Traffic Programs
- Cost: \$ **20,134.00**
- Completion Date: May 31, 2018

Michael Baker International, Inc.



Danielle Smith, P.E.,
Transportation Operations Manager

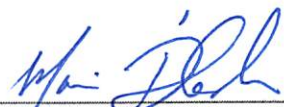
Date: 4/20/2018

CITY OF COMMERCE CITY



Brian McBroom, Manager

Date: 4-23-18



Maria D'Andrea, Director
Public Works

Date: 4/20/18

MEMO

To: Brian McBroom, City Manager
Thru: Roger Tinklenberg, Deputy City Manager *RT*
From: Maria D'Andrea, Director of Public Works *MD*
Subject: Work Order #4 for Engineering Services with Michael Baker International, Inc.
Date: April 20, 2018

Michael Baker International is one of the city's on-call general engineering services firms. A Master Services Agreement was approved with them on July 17, 2017.

Work Order #3 for staff augmentation associated with traffic engineering services, at two days/week, was approved on February 25, 2018. Work Order No. 4 is additional staff augmentation for traffic engineering assistance for 3 days/week and to extend the time frame to the end of May 2018. Funding for this effort will come from salary savings and the Engineering Division Outside Services account.

Since the total of all four work orders now exceeds \$50,000, per the procurement policy, the City Manager should sign the work order.

Staff Recommendation

Staff recommends approving the attached Work Order #4. Please sign and return to Maria D'Andrea. *OK RT*



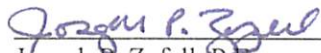
WORK ORDER No. 05

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated July 17, 2017.

Contractor shall perform the following Services:

- 2018 Pavement Maintenance Projects
- Cost: \$ 20,249.88
- Completion Date: August 15, 2018

Michael Baker International, Inc.



Joseph P. Zufall, P.E.,
Roadway Department Manager

Date: 05/16/2018

CITY OF COMMERCE CITY



Brian McBroom, Manager

Date: 5.17.18



Maria D'Andrea, Director
Public Works

Date: 5/16/18

May 16, 2018

Maria D'Andrea
Director of Public Works
8602 Rosemary Street
Commerce City, CO 80022

Michael Baker International, Inc.
165 Union Boulevard, Suite 1000
Lakewood, CO 80228
720.514.1100

RE: 2018 Pavement Maintenance Projects

Dear Maria,

It is my pleasure to present our fee proposal and schedule for the 2018 Maintenance Projects. Based upon the scope of services requested on May 7th, 2018 and the additional requested services for the Municipal Center Paving on May 13th, 2018, the following summarizes our updated fee and proposed schedule:

Fee Summary

WBS	Task Name	Subtotal	Zufall, Joseph Project Manager II \$187.00	Higgins, Brett Project Manager I \$152.00	McElhane, Michelle Civil Engineer II \$115.00	Terrell, Brett CADD Technician II \$70.00
1.0 Project Management & Administration	1.1 Project Set Up	2	2			
	1.2 General PM	4	4			
	1.3 QC	7	5	2		
Subtotal 1.0 Project Management & Administration		13	11	2	0	0
2.0 Slurry Seal Bid Packages	2.1 Evaluation of Existing Signage & Striping	10		8		2
	2.2 Plan Preparation & Specification Modifications	13	2		4	7
	2.3 Bid Packages	4			2	2
	2.4 Engineer's Estimate & SAQ/Tab	3	1		2	
	2.5 Project Bid Support	12	4		8	
Subtotal 2.0 Slurry Seal Bid Packages		42	7	8	16	11
3.0 Mill and Overlay Bid Packages	3.1 Evaluation of Pavement & Survey Data	16			12	4
	3.2 Evaluation of Existing Signage and Striping	12		8		4
	3.3 Plan Preparation & Specification Modifications	40	2		14	24
	3.4 Bid Packages	4			2	2
	3.5 Engineer's Estimate & SAQ/Tab	3	1		2	
	3.6 Project Bid Support	12	4		8	
Subtotal 3.0 Mill and Overlay Bid Packages		87	7	8	38	34
4.0 Municipal Service Center Paving	4.1 Plans Preparation & Specifications	6	1		2	3
	4.2 Bid Packages	4			2	2
	4.3 Engineer's Estimate & SAQ/Tab	2	1		1	
	4.4 Project Bid Support	6	2		4	
Subtotal 4.0 Municipal Service Center Paving		18	4	0	9	5
Total Labor Hours		160	29	18	63	50

Baker Labor Fee						
1.0 Project Management & Administration	\$2,361.00	\$2,057.00	\$304.00	\$0.00	\$0.00	
2.0 Slurry Seal Bid Packages	\$5,135.00	\$1,309.00	\$1,216.00	\$1,840.00	\$770.00	
3.0 Mill and Overlay Bid Packages	\$9,275.00	\$1,309.00	\$1,216.00	\$4,370.00	\$2,380.00	
4.0 Municipal Service Center Paving	\$2,133.00	\$748.00	\$0.00	\$1,035.00	\$350.00	
Subtotal Labor Fee		\$18,904.00	\$5,423.00	\$2,736.00	\$7,245.00	\$3,500.00

Direct Expenses				
Mileage	Rate Per Unit	Unit	Quantity	Direct Cost
	\$0.546	miles	130	\$70.85
Total Direct Expenses				\$70.85

Subconsultants		
Company	General Description of Service	Subtotal Sub
HCL Survey Inc.	As-Needed Survey (10 Hours)	\$1,275.00
Total Subconsultants		\$1,275.00

Project Total		\$20,249.85
---------------	--	-------------

Schedule Summary

Submit Fee & Schedule – May 10th, 2018

WO & NTP, Tasks, 1.1, and 1.2 – May 15th, 2018

Tasks 2.1, 3.1, 3.2 – May 15th – May 18th, 2018

Tasks 2.2, 3.3 – May 21st – June 1st, 2018

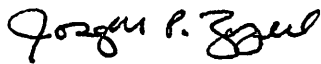
Tasks 2.3, 2.4, 3.4, 3.5, 1.3 – June 4th – June 6th, 2018

Submit Packages to C3 – June 7th, 2018

Tasks 2.5, 3.6 – June 8th – August 15th, 2018

We sincerely appreciate your consideration and look forward to the execution of this work. Should you have any questions, please do not hesitate to call/email me 720.479.3179 / jzufall@mbakerintl.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph P. Zufall". The signature is fluid and cursive, with the first name "Joseph" and last name "Zufall" clearly distinguishable.

Joseph P. Zufall, PE
Roadway Department Manager

MEMO

To: Brian McBroom, City Manager
Thru: Roger Tinklenberg, Deputy City Manager *RT*
From: Maria D'Andrea, Director of Public Works
Subject: Work Order #5 for Engineering Services with Michael Baker International, Inc.
Date: May 16, 2018

Michael Baker International is one of the city's on-call general engineering services firms. A Master Services Agreement was approved with them on July 17, 2017.

Work Order #5 is for design services associated with the 2018 Slurry Seal & Mill & Overlay projects. Michael Baker will prepare the plans, update the specifications, and perform survey & design work in the Outlook neighborhood. Funding for this effort will come from the Pavement Management CIP account.

Since the total of all five work orders now exceeds \$50,000, per the procurement policy, the City Manager should sign the work order.

Staff Recommendation

Staff recommends approving the attached Work Order #5. Please sign and return to Lorraine Olguin

WORK ORDER No. 06

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated July 17, 2017.

Contractor shall perform the following Services:

- PM and Development Review
 - Task 1 – Project Management and Administration
 - Task 2 – Continued TSSIP Support
 - Task 3 – PM Project Support
 - RTD North Metro Line
 - N Line Betterments
 - Belle Creek Intersection
 - Belle Creek and 109th Avenue
 - Task 4 – Daily Operations
 - Traffic Studies
 - Hydrology
 - Other Direct Costs
- Cost: \$ 167,990.00
- Completion Date: January 31, 2019

Michael Baker International, Inc.



Joseph P. Zufall, P.E.,
Roadway Department Manager

Date: 06/22/2018

CITY OF COMMERCE CITY



Brian McBroom, City Manager

Date: 7.2.18



Michelle Halstead, Director of External Affairs,
Interim Director of Public Works

Date: 6.22.18

Scope of Work
PM and Development Review
June 13, 2018

Commencement Date: 06/13/2018
Completion Date: 1/31/2019

Task Description

This Task includes Project Management and Development Review support for the City of Commerce City. Michael Baker International will perform the following tasks:

- Task 1.0 – Project Management and Administration
- Task 2.0 – Continued TSSIP support
- Task 3.0 – PM Project Support
- Task 4.0 – Daily Operations

The anticipated fee based on time and materials services is **167,990.00 (1204 hours)**. Additional labor beyond this contract value will require additional supplement.

Task 1.0 – Project Management and Administration (20 hours, \$3,740.00)

Michael Baker will provide project setup and general project management for this effort.

Task 2.0 – Continued TSSIP Support (44 hours, \$6,688.00)

Michael Baker will continue its support on the DRCOG Traffic Signal System Improvement Program (TSSIP) for the City of Commerce City. Subtasks for this work include the following:

1. Meetings – 4 meeting are anticipated with this effort.
2. Coordination with the City to finalize a path forward for Release for Bids (RFB). Preliminary discussion with the City outlined the following:
 - a. **Procurement and installation** for signal cabinet/controller/equipment for the following Hwy 2 intersections (Installation would be part of a separate Highway 2 Project - Existing Highway 2 project would be closed out. Traffic signal design elements from the original Highway 2 Project would be moved to a new Highway 2 Traffic Signal Project that includes the original design elements (FYA, BOS, Added left turn lanes, etc) and include the installation of the new traffic signal controllers at the above intersections. C3 would provide the signal controller equipment that was procured from the DRCOG TIP):
 - i. Highway 2 at E 72nd Avenue
 - ii. Highway 2 at Rosemary Street/Quebec Parkway
 - iii. Highway 2 at E 88th Avenue
 - iv. Highway 2 at E 96th Avenue
 - v. Highway 2 at E 104th Avenue
 - b. **Procurement** of signal cabinet/controller/equipment and installation for:
 - i. Quebec Parkway at E 58th Avenue
 - ii. Quebec Parkway at E 60th Avenue
 - c. **Procurement of signal controller and installation** for:
 - i. Highway 2 at E 64th Avenue
3. Documentation/Coordination for change in scope as described above with DRCOG/CDOT.

4. RFB Document revisions:

- a. RFB – Including the Unit Price Form
- b. Attachment G – Traffic Signal Cabinet Replacement Conditions
- c. Attachment H – Highway 2 – Signal Map
- d. Attachment I – Signal Equipment Lists

Task 3.0 – PM Project Support (480 hours, \$67,520.00)

Michael Baker will provide Project Management support on the following City of Commerce City projects:

1. RTD North Metro Line
2. N Line Betterments
3. Belle Creek Intersection
4. Belle Creek and 109th Avenue

Task 4.0 – Daily Operations (660 hours, \$89,865.00)

Michael Baker will provide Development Review support for the City on:

1. Traffic Studies
2. Hydrology
 - a. 3 reviews for remainder of 2018

Other Direct Costs (Budgeted \$177.00)

ODC's will be invoiced at cost.

Project Performance Analysis Tool (S-Curves) - Fee Spreadsheet

Project Name: PM & Development Review
MBI Project #: TBD
Performed By: Joseph Zufall
Date: 11-Jun-18

MBI Fee Spreadsheet

WBS	Task Name	Subtotal	Zufall, Joseph Project Manager II \$187.00	Higgins, Brett Project Manager I \$162.00	Carpenter, Jennifer Civil Engineer III \$135.00	Friend, Andrew Civil Engineer III \$135.00
1.0 Project Management & Administration	1.1 Project Set Up	2	2			
	1.2 General Project Management	18	18			
Subtotal 1.0 Project Management & Administration		20	20	0	0	0
2.0 TSSIP	2.1 Meetings (4 Meetings)	8		8		
	2.2 Coordination with City	4		4		
	2.2 Coordination with DRCOG and CDOT	8		8		
	2.3 RFB Assistance	24		24		
Subtotal 2.0 TSSIP		44	0	44	0	0
3.0 PM Project	3.1 RTD North Metro Line	120		40	80	
	3.2 N Line Betterments	120		40	80	
	3.3 Belle Creek Intersection	120		40	80	
	3.4 Belle Creek and 109th Avenue	120		40	80	
Subtotal 3.0 PM Project		480	0	160	320	0
4.0 Daily Operations	4.1 Traffic Studies (1/2 FTE)	515		45	470	
	4.2 Development Review (Hydrology)	145				145
Subtotal 4.0 Daily Operations		660	0	45	470	145
Total Labor Hours		1204	20	249	790	145

		Baker Labor Fee				
1.0 Project Management & Administration	\$3,740.00	\$3,740.00	\$0.00	\$0.00	\$0.00	
2.0 TSSIP	\$6,688.00	\$0.00	\$6,688.00	\$0.00	\$0.00	
3.0 PM Project	\$67,520.00	\$0.00	\$24,320.00	\$43,200.00	\$0.00	
4.0 Daily Operations	\$89,865.00	\$0.00	\$6,840.00	\$63,450.00	\$19,575.00	
Subtotal Labor Fee		\$167,813.00	\$3,740.00	\$37,848.00	\$106,650.00	\$19,575.00

Direct Expenses				
	Rate Per Unit	Unit	Quantity	Direct Cost
Copies (8.5 x 11 BW)	\$0.05	sheet	1000	\$50.00
Copies (8.5 x 11 Color)	\$0.50	sheet		\$0.00
Copies (11 x 17 BW)	\$0.05	sheet		\$0.00
Copies (11 x 17 Color)	\$0.50	sheet		\$0.00
Large Format Plotting (Color)	\$2.00	square foot		\$0.00
Mileage	\$0.545	miles	233	\$127.00
Total Direct Expenses				\$177.00

Company	Subconsultants	General Description of Service	Subtotal Sub
Total Subconsultants			\$0.00
Project Total			\$167,990.00

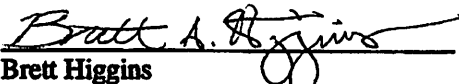
WORK ORDER No. 6, Amendment #1

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated July 17, 2017.

Contractor shall perform the following Services:

- PM and Development Review
 - Task 1 – Project management and Administration
 - Task 2 – Continued TSSIP Support
 - Task 3 – PM Project Support
 - RTD North Metro Line
 - N Line Betterments
 - Belle Creek Intersection
 - Belle Creek and 109th Avenue
 - Task 4 – Daily Operations
 - Traffic Studies
 - Hydrology
 - Other Direct Costs
- Cost: \$ No additional cost
- Completion Date: June 12, 2019

Michael Baker International, Inc.


Brett Higgins
Project Manager

Date: 12/6/2018

CITY OF COMMERCE CITY


Brian McBroom, City Manager

Date: 12-6-18


Joe Wilson, Director of Public Works

Date: 5 DEC 18

MEMO

PUBLIC WORKS DEPARTMENT

To: City Manager McBroom, Deputy City Manager Tinklenberg,

From: Michelle Halstead, director of external affairs/interim director of public works

Subject: Proposed approach to supplement engineering division

Date: June 22, 2018

The purpose of this memo is to document the proposed approach previously discussed to supplement existing resources within the engineering division. This approach augments existing staff and completes outstanding project commitments by relying on existing contract authority within master service agreements and salary savings.

BACKGROUND

The public works department has six divisions: fleet, facilities, administration, streets, engineering and CIPP. The latter two were previously combined until 2017; the department will consolidate these two in the 2019 budget. There are currently four vacancies within the engineering and CIPP divisions. The city manager authorized the temporary over hire of a development review engineer in April; the departure of the public works director yields a total of six vacancies, with anticipated salary savings of \$510,543.

Table 1. Anticipated Salary Savings, Finance Department.

Position	Budgeted Salary	Amount Paid	Retirement Benefits	Amount Paid	Anticipated Salary Savings
Director of Public Works	\$142,093.95	\$71,480.99	\$19,395.82	\$6,511.50	\$83,497.28
City Engineer	\$105,000.48	\$20,192.50	\$14,332.57	\$4,106.42	\$95,034.13
Project Manager	\$75,650.02	\$0	\$10,326.23	\$0	\$85,976.25
Civil Engineer II	\$60,770.11	\$11,584.25	\$8,295.12	\$2,389.18	\$55,091.80
CIP Delivery Manager	\$113,000.16	\$26,077.20	\$15,424.52	\$3,471.67	\$98,875.81
Total	\$577,525.10	\$129,334.94	\$78,832.18	\$16,478.77	\$418,475.27

Department-wide salary savings are projected to be approximately \$591,000 by year's end. Additionally, \$100,000 remains in the CIPP – Outside Services budget line item for use

Market uncertainty relative to the vacant director position, coupled with low unemployment levels reinforce the difficulty the City would face in recruiting quality candidates for these positions. As a result, it does not make sense to pursue filling these positions until a permanent

MEMO CONTINUED

director candidate is secured. The Human Resources Department concurs and supports this recommendation.

EXISTING WORK ACTIVITIES

Based on transition materials, 36 individual projects and four areas of staff augmentation were identified. Of these projects, 15 have an identified lead (either as a separate procurement or existing task order). Unassigned projects total 21, including a mix of long-standing commitments, council priorities, and federal/state funded projects. Of the city's six federally-funded project, five are behind schedule; failure to deliver could negatively affect future federal funding.

Staff Augmentation Needs

1. Development Review
2. Traffic Engineering/Analysis
3. Development Traffic Study Analysis
4. Development Hydrology Analysis

Outstanding Projects with Identified Lead

1. Tower Road
2. Tower Road/Pena Boulevard On-Ramp
3. Tower Road/T-88
4. Highway 2
5. Colorado Boulevard Station/72nd Avenue
6. 2018 Pavement Management
7. OCRI Pavement Testing
8. NAMICS Study
9. Chambers Trail, 104th to Heartland
10. Quebec Street Sidewalks
11. 2017 CDBG Project

MEMO CONTINUED

12. 2017 Concrete Flatwork
13. 2017 Mill & Overlay
14. 2017 Concrete Rehabilitation
15. 96th Avenue Extension

Outstanding Projects without an Identified Lead

1. Safe Routes to School Grant/72nd Avenue Improvements
2. Bus Bench Maintenance
3. TSSIP Federal Grant
4. Traffic Signal/Street Light Maintenance
5. Traffic Counts
6. Highway 2 Culvert Crossings
7. Peoria Bridge
8. 104th Avenue Phase 3B
9. Central Park Boulevard
10. 96th Avenue Lighting
11. 88th Avenue Widening Federal Grant
12. RTD North Metro Line
13. RTD N Line Betterments
14. 120th Avenue/Buckley Road Traffic Signal Improvements
15. Potomac Street Bridge CDOT Grant
16. 112th Avenue/Fulton Bridge CDOT Grant
17. Belle Creek Intersection
18. Belle Creek 109th/Dayton Way
19. 112th Avenue/Lima Sidewalk
20. 112th Avenue, Blackhawk to Tower Road

MEMO CONTINUED

21. 104th Avenue Traffic Signals

CURRENT THIRD-PARTY CONTRACTS

The department has master service agreements with three engineering firms (Atkins, Jacobs, and Michael Baker International) that were competitively procured in 2016. These MSAs expire July 2019, although renewal is an option. Historically, task orders were broadly written for staff augmentation purposes, with some references to project-specific outcomes. Each firm has secured at least one task order, with the remaining contract value ranging from approximately \$165,000 - \$200,000. The city also contracted with Adler Consulting, Inc., an independent contractor and former City of Arvada employee for \$25,000 to draft a variety of request for proposals for project implementation. I have also requested a proposal from Kimberly Dall to draft RFPs/project manage the 104th Avenue Traffic signals project and the off-system bridge projects.

APPROACH

To ensure technical delivery of outstanding projects and daily operations, the three engineering firms were asked to participate in an afternoon meeting to discuss outstanding needs, identify available resources and determine ability to deliver outcome-based work orders.

Based on available information, 3.5 full-time equivalents (3,640 hours) are needed over the next six months (July – December, 2019) to provide staff augmentation and project-specific deliverables. This is exclusive of Adler Consulting and Ms. Dall's potential services.

Each firm was asked to provide a specific scope of work and hours estimate, which was used to create draft work orders that do not exceed the contract maximums of \$250,000. The initial estimate of \$537,000 assumed a range of personnel in the \$125 - \$150/hour range; based on individual availability, hourly rates are slightly higher.

Scopes of work were competitively procured, consistent with the terms of the master service agreement for each firm. In addition, the city will leverage existing contract underruns and open work orders to complete needed project activities.

As directed, I've requested Michael Baker, Inc. to advance personnel to address traffic CRM/council request backlogs and Jacobs to advance development review staff availability. I also asked Atkins to continue work on the Colorado Station and closeout of the Safe Routes to Schools grant ahead of city council action June 18, 2018.

MEMO CONTINUED

Attached is more detailed information on the outstanding projects, staff augmentation and firm assignments. The fees (time + materials) are listed as not to exceed amounts for project management and staff augmentation based on ROM of hours for each task, with the timeline for each work order extending to Jan. 31, 2019, providing flexibility for the future director should resources remain.

Table 2. Work Order Fees.

	Work Order Amount (Rounded)
Atkins North America	\$179,742
Jacobs	\$192,605
Michael Baker International	\$167,990
TOTAL	\$540,337

I will receive regular updates on progress and activities, to manage outcome-based progress and funding to ensure that we remain within budget and adjust priorities as needed. Work Orders will be sent for review and signature next week. Please let me know if you have further questions.

ATTACHMENTS

- Activity Spreadsheet



Current Outstanding Project/Staff Augmentation List

Project Name	Peoria Bridge	96th Avenue Extension	104th Avenue Phase 3B	Central Park Blvd	96th Avenue Street Lighting	88th Avenue Widening	RID North Metro Line	N Line Betterments	120th Avenue & Buckley Traffic Signal Improvements	Quebec Street Sidewalks	Potomac Street Bridge	112th Avenue/Fulton	Belle Creek Intersection	Belle Creek 109th Ave
Scope/Description	Replace Peoria bridge over FRICO ditch. City did temporary repairs in 2016; FRICO wants complete replacement vs. repairs.	Add two travel lanes from Tower to Buckley; developer led construction, city front \$	Widening and intersection improvements	Extend Central Park Blvd to Parkway Drive	Install lights from Buckley to Tower	environmental assessment	Access permit, IGA, commitment verification	Install approved signage	Traffic signal work, following TTP line relocations	Add new sidewalks along Quebec to fill in gaps	replace over obrien canal	Replace bridge over Fulton Ditch	Realign Belle Creek and 104th Avenue - developer driven	Remove median, resurface and stripe roadway to maintain safe travel lane access for emergency vehicles
Project No.	2017-01-PW	N/A			PW-040	2017-04								
Logos/GL Account					895-15-750-366					895-15-750-365				
Phase	Planning	Close Out				Planning	Construction	Design		Closeout	Planning		Construction	Planning
Federal Money	No	No	No	No	No	Yes	No	No		No	No			No
Project Budget	190000	N/A			\$242,200	300000		112500						\$70K see memo
\$ Available									in the pavement maintenance account					TRD
Project Manager	Schultz/Atkins	Reinhart (Developer)	Cates/Atkins	Jacobs	Cates/Atkins	Webb/Atkins	Ferguson	RRP	Kite	Schenfeld			Hammer	
A/E		N/A					Michael Baker	RRP		NA				
Construction Manager		N/A						RRP		Schoenfeld			Hammer	
Contractor		N/A	Zak Dirt?					RRP		Silva				
Risks	<ul style="list-style-type: none">Expectations disconnect between city/FRICOThree options presented within design memo for considerationReputation management	Organize project files	<ul style="list-style-type: none">Old and incomplete reimbursement agreementsLack of contract drawingsUtility easement locationNo queue cutter installation TTP approvalPUC application withdrawCDOTCDOT Closeout Approval?Available NIGDD \$	<ul style="list-style-type: none">Project closeout?	<ul style="list-style-type: none">Decorative poles and luminaires bought as part of Hwy 2 Project, stored at MSCPotential for equipment damage, ageCouncil expectationsCoordination with Richmond F34 Project TTP cobra-style lights near Refuge (Lee?)	<ul style="list-style-type: none">Contract award needs to occur by 10/15 for federal \$RFP updates not completeCDOT/HWA review and coordinationNot a lot of \$	<ul style="list-style-type: none">IGA closeout sales tax verificationSummarize access commitments rail crossing understandingFRICO request for use of 72-in pipeYork Street access road permit	<ul style="list-style-type: none">Design approved estimate for work is \$99KWhere is the GL?	<ul style="list-style-type: none">Available fundsCouncil expectations	<ul style="list-style-type: none">All construction is complete; need to advertise and process final payment, release retainageTransfer remaining funds to concrete flatwork	<ul style="list-style-type: none">CML/CDOT grant receivedFive Year \$ Spend	<ul style="list-style-type: none">CML/CDOT grant receivedFive Year \$ Spend	<ul style="list-style-type: none">Lack of communication with business/neighborhoodPotential miscommunication with CDOT on permit access for side of intersection	<ul style="list-style-type: none">Need HOA/District approvalConvey land to cityReappropriation request
Next Steps	<ul style="list-style-type: none">Need to seek only repair option with FRICOProcure additional funds	Warranty Walk - Trudell scheduling	<ul style="list-style-type: none">Review reimbursement agreements, prepare & issue invoicesContract for record drawings (JR)Complete queue cutter installation & finalize agreement with UP to initiate reviewLocate utility easements & transfer to SACWSDMeeting with CDOT	<ul style="list-style-type: none">Confirm project closeout; understand outstanding items	<ul style="list-style-type: none">Determine if install can occur for available budgetProcure contractor seek developer install?	<ul style="list-style-type: none">Need to complete RFP updates and send to Hank Lee at CDOT for review and approvalRFP needs to be issued by 7.1.18Confirm IGAs complete, project schedule	<ul style="list-style-type: none">Coordinate with RID/RRP on installation	<ul style="list-style-type: none">Solicit bids, issue contract and oversee constructionVerify funding	<ul style="list-style-type: none">Draft memo transferring remaining funds to concrete flatwork (account?)	<ul style="list-style-type: none">Seeking PM - outside MSA for design rfp	<ul style="list-style-type: none">Seeking PM - outside MSA for design rfp	<ul style="list-style-type: none">Follow up with Belle Creek on landscaping and fencing concernsVerify signal installation and coordination with CDOTModify striping and signage for westbound traffic on east side of 85 upon completion of projectCoordinate with CDOT to change NB to WB left turn lanes from single to dual	<ul style="list-style-type: none">Share memo/cost information with Metro DistrictAttend June 2 meeting to garner support	
Completed														

Current Outstanding Project/Staff Augmentation List

Project Name	112th Sidewalk	2016-2017 CDBG Project	112th Avenue, Blackhawk to Tower Road	104th Avenue Traffic Signal Installation	2017 Concrete Flatwork	2017 Mill & Overlay	2017 Concrete Pavement Rehabilitation	Chambers Sidewalk - 104th - Heartland	Traffic Studies	Development Review - Traffic Analysis	Development Review	Development Review - Hydrology	Standards Rewrite
Scope/Description	Add missing sidewalk connection at 112th/Lima	Make sidewalk connections and pedestrian ramps in assigned areas.	New roadway, intersection at chambers, drainage improvements	Design and install five signals along 104th Ave	Replace sidewalks, various tripping hazards	Annual pavement maintenance program	panel replacement along 104th	Pave existing soft surface trail and make connections	Coordinate traffic studies and designated interventions working with PD and report outcomes	Review traffic studies for development projects and provide comments consistent with city standards	Review development plans and provide comments for case planners in alignment with engineering standards	Review drainage/hydrology reports and provide comments for case planners	Update city standards/specifications for stormwater/drainage, pavement, engineering overview
Project No.													
Logos/CL Account													
Phase	Planning	Design	Planning		Closeout	Closeout	Construction	Planning	Daily Operations	Daily Operations	Daily Operations	Daily Operations	
Federal Money		Yes	No	No	No	No	No	No	No	No	No	No	
Project Budget													
\$ Available													
Project Manager	Jacobs	Adler (Design)			Schoenfeld	Schoenfeld	Schoenfeld	Ortega					
A/E	Jacobs	Jacobs											
Construction Manager		Schoenfeld						Ortega					
Contractor								CITY					
Risks	<ul style="list-style-type: none"> No response to easement purchase request letter sent to owner at 11351 E. 112th Avenue Council request and previous commitment to complete by EOY. 	<ul style="list-style-type: none"> Need to expend 50K of funds by July 31 Jacobs under contract to perform - schedule TBD 	<ul style="list-style-type: none"> City Council priority to advance design and construction Various environmental and permitting issues No one is on first - significant capacity challenges 	<ul style="list-style-type: none"> Expectation design has been initiated Coordination with CDOT 	<ul style="list-style-type: none"> All work is complete - close contract and make final payment. Consider shifting \$ from sidewalks to do more. 	<ul style="list-style-type: none"> Outstanding SACWSD punch list items Pavement raveling along Chambers Road near 119th 	<ul style="list-style-type: none"> Notes say \$ in the project budget but no project in CIPP by this name? 	<ul style="list-style-type: none"> Need status update; Ortega says few weeks out (previous occurring in May) 	<ul style="list-style-type: none"> Mostly CRM driven: identify how best to work with enforcement and engineering High profile within public/elected sphere 3-5/mo? Need to confirm 	<ul style="list-style-type: none"> Specialty review 5/month 	<ul style="list-style-type: none"> Averaging 7 new referrals a week/various sizes stages Six week turnarounds 	<ul style="list-style-type: none"> Specialty review 5x/month 	
Next Steps	<ul style="list-style-type: none"> Need to find copy of letter and reach out again General design and cost estimate needed 	<ul style="list-style-type: none"> Adler to provide better schedule Desire to construct by EOY. 	<ul style="list-style-type: none"> Review MDU with Oakwood Ring fence city financial commitment (design/construction) 	<ul style="list-style-type: none"> Initiate design activities Establish schedule Complete reappropriation (6/4) 		<ul style="list-style-type: none"> Address issues and complete closeout activities. 		<ul style="list-style-type: none"> Scheduled for completion end of June 				<ul style="list-style-type: none"> Each RSA assumed three reviews; need to parcel out 	<ul style="list-style-type: none"> Not happening: 2019 budget request
Completed					COMPLETE; WARRANTY PERIOD	COMPLETE; WARRANTY PERIOD							