

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into effective this 13<sup>TH</sup> 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 JACOBS ENGINEERING GROUP, INC., a Delaware Corporation whose principal business address is 1999 Bryan Street, Dallas, TX 75201 ("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, utility investigation 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. For any construction management and inspection services, Contractor does not accept responsibility for any construction contractor's means, methods, techniques, safety or construction defects.

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 9, 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:

Kristin Lang, P.E, Principle In Charge  
Jacobs Engineering Group, Inc.  
707 17th Street Suite 2400  
Denver, Colorado 80202

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 venturer 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.

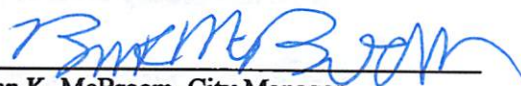
L. Counterparts. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument.

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.

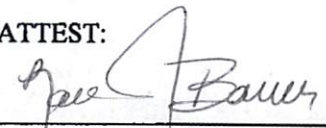
**Signatures on next page(s).**

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

**CITY OF COMMERCE CITY**

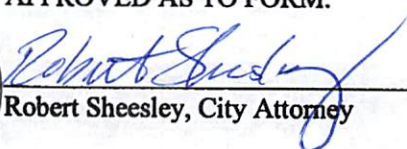
  
Brian K. McBroom, City Manager

ATTEST:

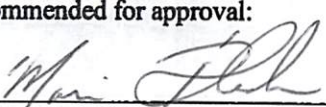
  
Laura J. Bauer, MMC, City Clerk



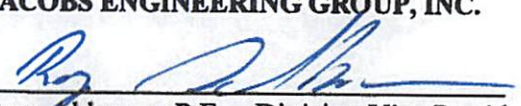
APPROVED AS TO FORM:

  
Robert Sheesley, City Attorney

Recommended for approval:

  
Maria D'Andrea, Director  
Public Works

**JACOBS ENGINEERING GROUP, INC.**

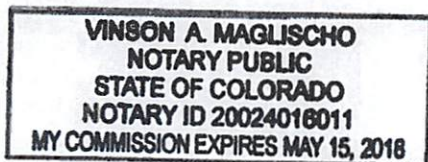
  
Reza Akhavan, P.E., Division Vice President  
[must be notarized]

STATE OF COLORADO )  
COUNTY OF Denver ) ss.

The foregoing Agreement was acknowledged before more this 7<sup>th</sup> day of June,  
2017, by Reza Akhavan, P.E., Division Vice President of Jacobs Engineering Group, Inc.

Witness my hand and official seal.

My commission expires: 05/15/2018.



  
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**

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**

**WORK ORDER**

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated July 13, 2017.


Contractor shall perform the Services on the attached Scope of Work

- Cost: \$ \$4,969.40
- Completion Date: November 30, 2018

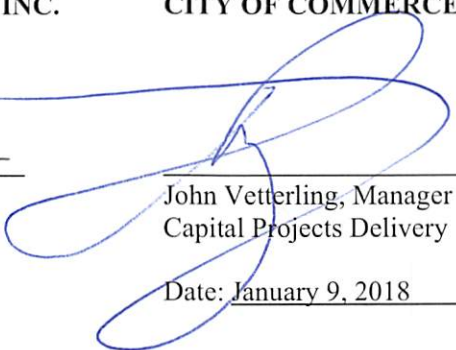
Contractor shall obtain approval from Capital Projects Delivery Manager prior to any changes in scope.

**JACOBS ENGINEERING GROUP INC.**

**CITY OF COMMERCE CITY**

  
\_\_\_\_\_  
Reza Akhavan, Operations Manager

Date: January 9, 2018

  
\_\_\_\_\_  
John Vetterling, Manager  
Capital Projects Delivery

Date: January 9, 2018



SCANNED

## FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT ("Amendment") is made and entered into effective as of January 9, 2018 (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 JACOBS ENGINEERING GROUP, INC. ("Contractor"), to amend the Master Services Agreement dated July 13, 2017 ("Agreement"). In consideration of the mutual covenants and agreements contained in this Amendment, the sufficiency of which is acknowledged, the parties agree as follows:

1. Federal Aid Provisions. When the United States of America, acting through any of its duly constituted departments or agencies, provides funds to pay for any portion of the costs of work performed under the Agreement or any Work Order issued thereunder, the provisions of the Constitution, Laws of the United States, and the rules and regulations promulgated by a department or agency thereof, pertaining to the utilization of such funds, shall be incorporated by reference as a part of the terms and conditions of the Contract and shall be observed by the Contractor. Without limitation, Contractor agrees that Work Orders 1 and 2 under the Agreement are subject to the provisions set forth in Exhibit A to this amendment and represents that Contractor's work under those work orders has complied with the provisions of Exhibit A as if those provisions had been attached to those work orders as of the date executed.

2. Compensation. No additional compensation is provided for this amendment.

3. Remainder of Agreement in Full Force and Effect. Except as otherwise provided by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and shall apply to this Amendment.

4. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Amendment on behalf of the parties and to bind the parties to its terms.

5. Counterparts; Execution. 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. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

6. Headings. Paragraph headings used in this Amendment are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Amendment.

**[Remainder of this page intentionally blank. Signature page(s) follow(s)]**

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

CITY OF COMMERCE CITY

Brian K. McBroom  
Brian K. McBroom, City Manager

Date: 7-13-18

ATTEST:

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



APPROVED AS TO FORM:

Robert Sheesley  
Robert Sheesley, City Attorney

Recommended for approval:

Michelle Halstead  
Michelle Halstead, Interim Director of Public Works

JACOBS ENGINEERING GROUP, INC.

Jeff Dobmeier  
Signature

Jeff Dobmeier  
Printed Name

Manager of Projects  
Title

Date : July 9, 2018

## **EXHIBIT A**

### **Required Contract Provisions for CDBG Non-Construction Contracts**

1. BREACH OF CONTRACT TERMS.
2. ACCESS TO RECORDS.
3. MAINTENANCE/RETENTION OF RECORDS.
4. REPORTING REQUIREMENTS.
5. COPYRIGHTS AND PATENTS.
6. CONFLICT OF INTEREST.
7. DEBARMENT.
8. EQUAL EMPLOYMENT OPPORTUNITY.
9. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDEFR 11246, AS AMENDED.
10. CERTIFICATION OF NON-SEGREGATED FACILITIES.
11. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.
12. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.
13. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968.
14. SECTION 503 OF THE REHABILITATION ACT OF 1973.
15. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.
16. AGE DISCRIMINATION ACT OF 1975.
17. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS.
18. ENERGY EFFICIENCY.
19. ANTI-KICKBACK RULES.
20. ASSIGNABILITY.
21. CHANGES.
22. LOBBYING.
23. POLITICAL ACTIVITY.
24. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET.
25. SBE/MBE/WBE CONTRACTING.
26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

The following Federal laws, orders, regulations and other terms and conditions are incorporated into the Agreement in their entirety, except to the extent they do not apply by their terms or by requirements of law. "Contractor" means the party performing services on behalf of the City, regardless of designation:

1. **BREACH OF CONTRACT TERMS.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
2. **ACCESS TO RECORDS.** The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers and records of Contractor that are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.
3. **MAINTENANCE/RETENTION OF RECORDS.** Contractor shall maintain all records connected with this contract in a central location for a period of three (3) years following the date of final payment and close-out of all pending matters related to this contract.

4. **REPORTING REQUIREMENTS.** Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City.

5. **COPYRIGHTS AND PATENTS.**

A. No materials, including, but not limited to, reports, maps, or documents produced as a result of this contract, in whole or in part, shall be the application of a copyright by or on behalf of Contractor. The Federal government and the City reserve a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for government purposes: (a) the copyright to any work developed with CDBG funds and (b) any rights of copyright purchased with CDBG support. The Federal government and the City shall possess all rights to invention or discovery, as well as, rights in data which may arise as a result of Contractor's services. All royalty or license fees applicable to the services provided hereunder shall be paid by Contractor.

B. Contractor shall hold and save harmless the City and its officers, agents, servants, and employees from and against liability of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the City, unless otherwise specifically stipulated in the contract.

C. If Contractor uses any design, device, or materials covered by letters, patent or copyright, Contractor shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device, or material. Without exception, the contract price shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. Contractor or its sureties shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the City for any cost, expense, or damage that the City may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after the completion of the work.

6. **CONFLICT OF INTEREST.** No officer or employee of the City or its designees or agents, no member of the governing body, and no other public official of the City shall have any interest, direct or indirect, in this contract, or the proceeds thereof, for work to be performed. Further, Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest. No employee, officer or agent of the City has participated in the selection of, or in the award or administration of, this contract if a conflict of interest, real or apparent, was involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer, or elected or appointed official of the City any designated public agency or any subrecipient agency that is receiving CDBG funds;

B. Any member of his/her immediate family;

C. His or her partner; or

D. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to this contract, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, shall have a financial interest in this contract either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

7. **DEBARMENT.** Contractor warrants and represents that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or the State of Colorado;

B. Have not within a three-year period preceding this award, have been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in 2. of the certification;

D. Have not within a three-year period preceding this award, had one or more contracts (Federal, State, or local) terminated for cause or default;

E. Will not knowingly enter into any subcontract with a person who is, or organization that is, debarred, suspended, proposed for debarment, or declared ineligible from award of contracts by any Federal agency (<https://www.sam.gov/portal/public/SAM/>); and

F. Will require that the language of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

8. **EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67) (Contracts/subcontracts over \$10,000).** During the performance of this contract, the Contractor agrees as follows

A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.



F. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. Contractor will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

I. Contractor will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

**9. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDEFR 11246, AS AMENDED (Contracts \$10,000 or below).** During the performance of this contract, Contractor agrees as follows:

A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. Contractor shall incorporate the foregoing requirements into all subcontracts.

**10. CERTIFICATION OF NONSEGREGATED FACILITIES (Contracts over \$10,000).**

A. Contractor certifies that it does not maintain or provide for Contractor's establishments, and that Contractor does not permit employees to perform their services at any location, under Contractor's control, where segregated facilities are maintained. Contractor certifies further that Contractor will not maintain or provide for employees any segregated facilities at any of Contractor's establishments, and Contractor will not permit employees to perform their services at any location under Contractor's control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

B. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

C. Contractor further agrees that (except where Contractor has obtained for specific time periods) Contractor will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that Contractor will retain such certifications in Contractor's files; and that Contractor will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**11. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.** Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**12. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**13. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES (Contracts over \$100,000).**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**14. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793) (Contracts over \$10,000).**

A. Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. Contractor will take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. Contractor will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. Contractor will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and

advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**15. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.** Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

**16. AGE DISCRIMINATION ACT OF 1975.** Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**17. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Contracts over \$100,000).** Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 USC 1368) and Executive Order 11738. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

**18. ENERGY EFFICIENCY.** Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Colorado state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**19. ANTI-KICKBACK RULES.** Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**20. ASSIGNABILITY.** Contractors shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City, provided that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**21. CHANGES.** The City may, from time to time, request changes in the scope of the services of Contractor to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written and executed amendments to this Contract.

**22. LOBBYING (Contracts over \$100,000).** Contractor certifies, to the best of its knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in any subcontract.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for entering into this transaction imposed by Section 1352, Title 31, of the US Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**23. POLITICAL ACTIVITY.** Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits the political activity of employees.

**24. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET.** The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

**25. SBE/MBE/WBE CONTRACTING.** Contractor shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible in

the performance of this contract. Affirmative steps shall include any of those identified in 24 CFR 85.36(e)(2).

**26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract (whether set forth in law, regulation, rule, or executive order) shall be deemed to be inserted in this contract and the contract shall be read and enforced as though it were included in this contract, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party the contract shall be amended to make such insertion or correction.

**WORK ORDER #2**

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated July 13, 2017.


Contractor shall perform the Services on the attached Scope of Work

- Cost: \$ 52,424.90
- Completion Date: December 31, 2018

Contractor shall obtain approval from the CDBG Coordinator prior to any changes in scope.

**JACOBS ENGINEERING GROUP INC.**

**CITY OF COMMERCE CITY**

  
\_\_\_\_\_  
Reza Ahkavan, Operations Manager

Date: 05/4/18

\_\_\_\_\_  
Brian McBroom, Manager  
City Manager's Office

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**WORK ORDER #2**

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**JACOBS ENGINEERING GROUP**


**CITY OF COMMERCE CITY**

\_\_\_\_\_  
Reza Ahkavan, Operations Manager

\_\_\_\_\_  
  
Brian McBroom, Manager  
City Manager's Office

Date: \_\_\_\_\_

Date: 5.7.18

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

Date: 5/5/18





May 1, 2018

Maria D'Andrea  
Director of Public Works  
City of Commerce City  
8602 Rosemary Street  
Commerce City, CO 80022-5053

**RE: CDBG Sidewalk Project**  
2017 Master Services Agreement

Dear Maria:

As requested by the City of Commerce City, Jacobs Engineering Group Inc. is hereby submitting a proposal for Task Order #2 for the CDBG Sidewalk project. This work will be performed per the attached Scope of Work and Fee Estimate, dated April 19, 2018. Per our discussion, we reduced the work areas from seven to two/three to better align with the City's available funding.

As shown on the attached cost worksheet, the total amount being requested is **\$52,424.90**. We appreciate the opportunity to support the City of Commerce City on this project. Thank you for your consideration of this request. If you have any questions or comments regarding this proposal, please contact me at 303-223-5846.

Sincerely,

JACOBS ENGINEERING GROUP INC.

A handwritten signature in black ink that reads "Velvet Kuesel".

Velvet Kuesel, PE  
Project Manager

Attachments

**Scope of Work  
Jacobs Engineering  
2017 Commerce City General Engineering On-Call Services contract  
Task Order #2**

Project Name: Commerce City Community Development Block Grant (CDBG)  
Sidewalk and Curb Ramp Improvements  
Project Code: TBD

May 1, 2018

The Commerce City Contract Administrator for this Task Order will be:

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

Office: 303-289-8156  
Cell: 303-916-4939  
email: [mdandrea@c3gov.com](mailto:mdandrea@c3gov.com)

The Consultant Project Manager for this project will be:

Velvet Kuesel  
Jacobs Engineering  
707 17th Street  
Suite 2400  
Denver, CO 80202

Office: 303-223-5846  
Cell: 303-253-2222  
Email: [velvet.kuesel@jacobs.com](mailto:velvet.kuesel@jacobs.com)

**General Information**

The City of Commerce City has received 2016 and 2017 CDBG funds totaling \$402,702 for sidewalk and curb ramp improvements. The City has provided a list of work areas to be included in this package.

## **Description**

This project will include design and construction of sidewalks and curb ramp improvements at various locations in Commerce City. Curb ramps will be upgraded to meet current ADA standards. This scope of work includes but not limited to:

- Project Management and administration
- Environmental clearance and documentation
- Topographic survey
- Existing utility investigation
- Ownership/Right of Way Map
- Final design
- 90% and Ad Plans, Specifications & Cost Estimate

The work areas included in this scope of work are at various locations throughout Commerce City. These work areas include:

- Rose Hill #1
- Kemp #1, curb ramps only
- Central #3

This project is in cooperation with Community Development and Block Grant (CDBG) program administered by the U.S. Department of Housing and Urban Development (HUD). This scope of work assumes that all coordination with HUD is conducted by the City of Commerce City and is not included in the cost of the work. The scope of work seeks to meet HUD's Timeliness Test for the City with drawdown goal of \$40,000 on the sidewalk projects by the end of July 2018. Jacobs assumes no responsibility for any 3<sup>rd</sup> party delays that would interfere with the ability to meet the drawdown goal or project schedule.

## **Task Order Duration**

This Task Order has a period of performance through December 31, 2018 and will be executed through the 2017 Commerce City General Engineering On-Call Services contract.

## Jacobs Scope of Work

### Task 1: Project Initiation and Continuing Requirements

#### 1.1 Meetings

##### a. Project Status Meetings:

Commerce City and Consultant team will meet periodically as required. The meetings will review: activities required to be completed since the last meeting, problems encountered/anticipated and potential solutions, project schedule update, action items, and coordination required with other agencies. Status meetings will be held in person or via conference call, depending on need. Meeting action/decision log will be prepared and distributed within 5 working days of the meeting. Assume 6 meetings.

##### b. On-site inspection:

To familiarize the entire project team with the character and conditions of the area. Assume 1 site visit.

#### 1.2 Project Management

Create an approach for managing the project (i.e. involved staff, key team positions), a schedule, document and agency reviews and other project needs. The Consultant shall coordinate all the work tasks being accomplished by all parties to ensure project work completion stages are on schedule.

##### a. General Coordination with Client

##### b. Coordination and Oversight of project team

##### c. Develop project schedule and assign tasks

The Consultant is responsible for coordinating the required work schedule for tasks accomplished by the client and other agencies. Prepare the initial project schedule for use during project status meetings, and as requested. Modifications will be made as necessary in collaboration with the Client. Maintain the following schedule documents:

- Simplified bar chart schedule identifying key milestones
- Project calendar of meetings and key milestones (as needed)

d. Monthly Progress Reports.

Jacobs will provide monthly status reports and billings. Expenditures on 2016 vs. 2017 Grant Funding projects will always be billed separately.

e. Monthly Management Budget and Schedule Review

During the life of the project, it is expected Jacobs will review the progress of the project and report any concerns to the client. This includes updating estimates for completing the project, review if the project is on schedule, and status of every element of the project. Assume 1 hour per month for 4 months.

**1.3 Quality Assurance/Quality Control (QA/QC)**

At project initiation, a Project Specific Quality Plan (PSQP) will be developed to document the QC process associated with this scope, assign qualified professionals to perform each review, and provide the review schedule. During the life of the project, Jacobs completes monthly reviews of the project QA/QC process. These reviews will confirm that the PSQP is adequate and appropriate to the scope of the project (initial review) and is being followed properly and on schedule.

**1.4 Safety**

At project initiation, a Hazard and Safety Assessment Plan (HASAP) will be developed to address all potential safety concerns associated with the work on this project. This document will guide all field work on the project and any other site visits or project related travel.

**Task 2: Environmental**

**2.1 Desktop Research and Field Data Collection**

- a. Review relevant and readily available data and information sources to determine presence/absence of resources as required for projects Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5 and §58.6 (CEST). A 2-Tiered CEST will be utilized by Jacobs and the City, unless and until the environmental review's classification or scope needs to change.
  - i. This scope assumes there are no sensitive resources in the vicinity and no potential for impacts to adjacent resources.
  - ii. Because this scope assumes the project has no potential to effect historic resources, this task excludes primary and secondary source research to identify potential significance of historic resources.
  - iii. This task will include one on-site visit to take *before* photographs and to get an overview of each potential project site. The task excludes any specific on-site investigation to confirm presence/absence of resources identified during desktop research.

- iv. Should this scope change both parties may agree to a Change Order in written form.

## **2.2 Agency Coordination/Approvals**

- a. This scope assumes no consultant support for any necessary agency coordination or approvals. Commerce City will contact and request information from the necessary agencies as needed and upon Jacobs' request.

## **2.3 Partner Worksheets**

- a. Complete partner worksheets outside of HEROS as necessary to support the Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5 and 58.6. This scope assumes up to 17 worksheets, one for each environmental topic, will be prepared. Supporting documentation will consist of up to 8 maps.
- b. The map and any other visual documents will be conveyed to the City in pdf. and where appropriate native GIS files.
- c. As each environmental topic partner worksheet and related documents are completed, they are to be sent to the City's CDBG Coordinator at [csteinberg@c3gov.com](mailto:csteinberg@c3gov.com).
- d. Address two rounds of comments from CCC and finalize worksheets.

## **2.4 Complete Environmental Review Form**

- a. Prepare form documenting Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5
- b. Address one round of comments on draft documentation from CCC and provide final documents for signature.

## **Task 3: Survey, Right of Way and Utilities**

### **3.1 Permits/Right of Entry Forms**

The consultant will apply for three (3) right-of-way permits from Commerce City in order to perform survey work within the existing rights-of-way. In addition, it is anticipated that Jacobs will need to prepare right-of-entry forms for approximately seventeen (17) adjoining landowners to the sidewalk areas being surveyed. Since the sidewalk project locations or design details have not been finalized, Jacobs will not convey any specific project details with the landowners. Commerce City will follow up with any landowners that do not grant survey access to field personnel.

### **3.2 Survey Control**

Jacobs will establish project control based on the City of Commerce City requirements. It is anticipated the consultant will need to set at least three (3) project control points at each of the 3 site locations. The control points will be semi-permanent in nature and will be accessible and available for use if construction is to occur at the site. As part of this task, Jacobs will prepare a project control diagram in Commerce City format.

### **3.3 Topographic survey**

Jacobs will collect information, by conventional survey field methods, of existing, visible planimetric features and topography capable of generating a dtm surface with one-foot (1') contour interval. The topographic survey will include the existing edge of pavement, centerline, curb/gutter, striping, sidewalks, traffic signals, culverts, structures, surface utility evidence and landscaping within the existing rights-of-way for all 3 site locations. Information collected outside the right of way along the proposed sidewalk will greatly depend on right of entry approval from adjoining private owners. If right of entry is obtained Jacobs will extend the survey ten (10) feet beyond the existing right of way. All electronic deliverables will be provided in AutoCAD Civil 3D 2018 format. Jacobs will procure traffic control for work they are performing.

### **3.4 Underground Utilities**

This scope of work will include mapping for underground utilities within the above-described topographic survey limits via one call services. Once the utilities have been marked by utility companies, Jacobs will survey the paint mark locations. No additional locates or potholing is included in this scope of work.

### **3.5 Ownership/Right of Way Map**

In order to determine existing right-of-way limits in work areas, Jacobs will obtain Commerce City Right of Way Survey information, vesting deed information, subdivision plat, and other recorded survey information for approximately seventeen (8) parcels. Based on this information, we will look for Right of Way monumentation (Commerce City Right of Way Monuments and Private Survey Monuments) within the survey limits described in Section 3.3. If no monumentation is found existing evidence of right of way will be located (centerline of street, fence lines, right of way signs) and used to determine the location of Right of Way lines. All found monumentation and Right of Way evidence will be shown in conjunction with ownership and record information on the ownership/right-of-way map and reference into design drawings as appropriate.

## **Task 4: Final Design**

### **4.1 Roadway Final Design**

Complete final design for work areas in the 'Description' section above. Assume 90% and Advertisement Plan and Specification packages. Design will be completed in accordance with City of Commerce City Engineering Construction Standards and Specifications.

**a. 90% Design, Plans and Specifications**

- i. 90% design will be completed and plans will be developed. It is anticipated that the 90% plan set will include the following sheets:
  - Title Sheet/Index
  - Standard Plans List
  - General notes
  - Summary of Approximate Quantities and Tabulation sheets
  - Survey control diagram
  - Horizontal geometry and control
  - Plan and profile sheets including typical sections
  - Curb ramp and driveway details
  - Roadway cross sections at appropriate interval, if necessary
- ii. Quantities and Opinion of Probable Construction Costs  
Quantities and associated item costs will be prepared for review. This work includes establishment of pay items, associated quantities and creation of cost estimate spreadsheet.
- iii. Specifications  
Preparation of Standard and Project Design Specifications will be prepared for any unique design items, materials, etc or products outside of the City Commerce City Standard Specifications.
- iv. QA/QC  
Complete QA/QC on the 90% plans prior to submittal to City of Commerce City.
- v. Prepare for and conduct 90% review meeting

**b. Ad Plans and Specifications**

- i. Comment Resolution  
Any comments from 90% review meeting will be logged and responses will be provided to City of Commerce City
- ii. Incorporate 90% comments into Plans and Specifications and provide to City for use in Advertisement Package
- iii. Update quantities and Opinion of Probable Construction Costs, as necessary

**4.2 Hydraulics and SWMP Final Design**

Evaluate existing and proposed curb and gutter (for the specified project areas) for any drainage issues or conflicts. Provide SWMP (erosion control plans) for final Ad Plans. A drainage report will not be included for the project.



**a. 90% Design, Plans and Specifications**

- i. Design grading adjustments to propagate positive drainage as needed
  - Any necessary drainage design will be included on the roadway design plan sheets
  - It is assumed that no existing or proposed inlets or pipes are included in the work.
- ii. Evaluate design for utility conflicts and support conflict resolution
- iii. Support for Quantities, Opinion of Probable Construction Costs, and Project Specifications (as needed)
- iv. QA/QC  
Complete QA/QC on the 90% plans prior to submittal to City of Commerce City

**b. Ad Plans and Specifications**

- i. Support Comment Resolution
- ii. Support Incorporation of 90% comments into Plans and Specifications
- iii. Update Quantities and Opinion of Probable Construction Costs, as necessary
- iv. Provide SWMP plans for use in applying for Stormwater Discharge Permits during construction

### Work Order #3

This Work Order and any exhibit or attachment are subject to and incorporate all terms and conditions of the Master Services Agreement dated July 13, 2017.

Contractor shall perform the following Services:

- PM and Development Review
  - Task 1 – Project Management
  - Task 2 – Daily Operations Support
    - Development Reviews
    - Drainage/Hydrology Report Review
  - Task 3 – Project Management Support
    - 112th Sidewalk Easement
    - 2016-2017 CDBG Project
      - Bid Support
      - CM Support
    - Central Park Blvd Close-out
    - Traffic Counts On-Call Contract Management
  - Other Direct Costs
- Cost: \$192,420
- Completion Date January 31, 2019

JACOBS ENGINEERING GROUP INC.

CITY OF COMMERCE CITY



Mark Talvitie, Manager of Projects

Date: 06/25/18



Brian McBroom, City Manager

Date: 7-2-18

Recommended for Approval



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

Date: 10/27/18

**JACOBS**  
**Work Order #3**  
**SCOPE OF SERVICES**  
**June 22, 2018**

**Overview**

The City of Commerce City (the "City") is contracting with the Jacobs Engineering Group (the "Consultant") to provide daily operations and project management support to the City of Commerce City Public Works.

This is the third work order on the master services agreement between the City and the Consultant dated July 13, 2017.

**Specific Tasks**

The following are the specific tasks for Work Order #3

**Task 1: Project Management of the On-Call Work Order #3**

The Consultant will provide project management of the work order #3. The Consultant will:

- Coordinate with City PM on a weekly basis
- Provide work order oversight
- Provide contract set-up
- Prepare monthly progress reports and invoices

*Deliverables:*

- ☐ Progress Report and Invoices (6)

**Task 2: Daily Operation Support**

The Consultant will provide daily operation support to the City's Public Works team. The daily operation support will include:

- Development Review Support
  - This effort is scoped as a half (1/2) time full time equivalent (FTE)
  - The Consultant will review development review plans and provide comments
  - The Consultant will help ensure that comments are incorporated by developers into final plans
- Drainage/Hydrology Report Review Support
  - The Consultant will review three (3) Drainage/Hydrology Reports and provide comments
  - The Consultant will help ensure that comments are incorporated into the final reports

*Deliverables:*

- ☐ Development Review Comments
- ☐ Drainage/Hydrology Report #1 Review Comments
- ☐ Drainage/Hydrology Report #2 Review Comments
- ☐ Drainage/Hydrology Report #3 Review Comments

### **Task 3: Project Management Support**

The Consultant will provide Project Management (PM) support to the following Projects.

- 112<sup>th</sup> Sidewalk
- 2016-2017 CDBG Project
- Central Park Blvd
- Traffic Counts On-Call

112<sup>th</sup> Sidewalk Project effort will include:

- Finalize obtaining the 112<sup>th</sup> sidewalk easement from the developer
- Work with Public Works Team to build the sidewalk

2016-2017 CDBG Project

The Consultant currently has a work order to complete the design of the 2016-2017 CDBG Project. This PM effort will include:

- Bid Support
- Construction Management Support

Central Park Blvd effort will include:

- Confirm the final projects files are complete
- Detail remaining funding
- Close-out the project

Traffic Counts On-Call effort will include:

- Overseeing the City's Traffic On-Call with IDAX
- Help ensure the IDAX delivers their required Traffic On-Call Scope of Services

### **Summary**

Task #	Task	Cost
1	Project Management of the On-Call Work Order (6 Months)	\$8,954
2	Daily Operations Support	\$145,086
3	Project Management Support	\$35,980
<b>Sub-Total</b>		<b>\$190,020</b>
<b>Reimbursable Expenses</b>		<b>\$2,400</b>
<b>Total</b>		<b>\$192,420</b>

See attached spreadsheet for specific task breakdown.

<b>Jacobs Fee</b> <b>PROJECT: Public Works On-Call Support</b> <b>Work Order #3</b>  <b>CLIENT: City of Commerce City</b> <b>Date: June 22, 2018</b>					
	Senior Project Manager Danielle Yearsley & Velvet Kiesel	Senior Transportation Planner Zeke Lynch	Senior Project Engineer Lindy Howard, Angela Reid, Scott Yanagihara, Rick Gabel, and Doug Stewart	Senior Administrative Assistant Loretta LaRiviere	Total Hours
Hourly Rate	\$175	\$145	\$132	\$72	
<b>Specific Tasks</b>					
<b>Task 1 - Project Management of the On-Call Work Order #3 (6 Months)</b>					
Coordination with City PM ( PM- Weekly Principal-Monthly)	38			32	70
Subtotal Hours	38	0	0	32	70
Subtotal Labor Costs	\$6,650	\$0	\$0	\$2,304	\$8,954
<b>Task 2 - Daily Operations Support</b>					
Development Reviews ( Lindy Howard, Scott Y, and Zeke Lynch)(1/2 FTE for 6 months)		240	785		1025
Drainage/Hydrology Report Review #1 (Doug Stewart)	2		12	4	18
Drainage/Hydrology Report Review #2 (Doug Stewart)	2		12	4	18
Drainage/Hydrology Report Review #3 (Doug Stewart)	2		12	4	18
Subtotal Hours	6	240	821	12	1079
Subtotal Labor Costs	\$1,050	\$34,800	\$108,372	\$864	\$145,086
<b>Task 3 - Project Management Support</b>					
<b>112th Sidewalk Easement</b>					
Finalize obtaining the 112th Sidewalk Easement	32				32
Work with the Public Work Team to build the sidewalk	8				8
<b>2016-2017 CDBG Project - (Currently have an existing task order)</b>					
Bid Support (Angela Reid)	8		16		24
CM Support (Rick Gabel)			64		64
<b>Central Park Blvd</b>					
Confirm project files and remaining funding	32				32
Project Close-out	20				20
<b>Traffic Counts On-Call (Assume 10 hr per month for 6 months)</b>					
Coordinate Intersection Traffic Counts (Zeke Lynch)			60		60
Subtotal Hours	100	0	140	0	240
Subtotal Labor Costs	\$17,500	\$0	\$18,480	\$0	\$35,980
<b>Total Hours =</b>	<b>144</b>	<b>240</b>	<b>961</b>	<b>44</b>	<b>1389</b>
<b>Total Cost=</b>	<b>\$25,200</b>	<b>\$34,800</b>	<b>\$126,852</b>	<b>\$3,168</b>	<b>\$190,020</b>
<b>Reimbursable Expenses</b>					
Mileage =					\$2,000
Photocopying and Graphic Expenses =					\$200
Postages and Deliveries =					\$200
Subtotal Reimbursable Expenses					\$2,400
<b>Total Project Cost=</b>					<b>\$192,420</b>

WORK ORDER #2 AMENDMENT 1-A

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated July 13, 2017, as amended effective January 9, 2018.

Contractor shall perform the Services on the attached Scope of Work

- Cost: \$ 25,523.35
- Completion Date: December 31, 2018

JACOBS ENGINEERING GROUP INC.



Mark Talvitie, Manager of Projects

Date: 10/30/18

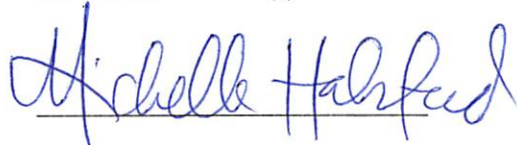
CITY OF COMMERCE CITY



Brian McBroom, City Manager

Date: 11-2-18

Recommended for Approval



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

Date: 11-2-18





October 29, 2018

Michelle Halstead  
Director of External Affairs, Interim Director of Public Works  
City of Commerce City  
7887 E. 60th Avenue  
Commerce City CO 80022

**RE: CDBG Sidewalk Project**  
**Work Order #2 Amendment 1**  
2017 Master Services Agreement

Dear Michelle:

As requested by the City of Commerce City, Jacobs Engineering Group Inc. is hereby submitting a proposal for Work Order #2, Amendment 1-A for the CDBG Sidewalk project. This work will be performed per the attached Scope of Work and Fee Estimates, dated October 29, 2018.

As shown on the attached cost worksheets, the total amount being requested for 1-A is **\$25,523.35**. We appreciate the opportunity to support the City of Commerce City on this project. Thank you for your consideration of this request. If you have any questions or comments regarding this proposal, please contact me at 303-223-5846.

Sincerely,

JACOBS ENGINEERING GROUP INC.

A handwritten signature in black ink that reads "Velvet Kuesel". The signature is written in a cursive, flowing style.

Velvet Kuesel, PE  
Project Manager

Attachments

cc: Doug Howe

**Scope of Work**  
**Jacobs Engineering**  
**2017 Commerce City General Engineering On-Call Services contract**  
**Work Order #2 Amendment 1-A**

Project Name: Commerce City Community Development Block Grant (CDBG)  
Sidewalk and Curb Ramp Improvements

October 29, 2018

The Commerce City Contract Administrator for this Work Order will be:

Michelle Halstead,  
Director of External Affairs, Interim Director of Public Works  
7887 E. 60th Avenue  
Commerce City CO 80022

Cell: 720-454-9680  
email: [mhalstead@c3gov.com](mailto:mhalstead@c3gov.com)

The Consultant Project Manager for this project will be:

Velvet Kuesel  
Jacobs Engineering  
707 17th Street  
Suite 2400  
Denver, CO 80202

Office: 303-223-5846  
Cell: 303-253-2222  
Email: [velvet.kuesel@jacobs.com](mailto:velvet.kuesel@jacobs.com)

**Description**

Work Order #2 included design of sidewalks and curb ramp improvements at Rose Hill #1, Kemp #1 and Central #3. This Work Order is a continuation of Work Order #2 and includes the following items:

- Project Management and administration
- Right of Way acquisition field boundary work
- Title review, descriptions and exhibits for Base Bid ROW and TE impacts



- Exhibits for Bid Alternatives TE impacts
- Design plan updates based on above tasks

This project is in cooperation with Community Development and Block Grant (CDBG) program administered by the U.S. Department of Housing and Urban Development (HUD). This scope of work assumes that all coordination with HUD is conducted by the City of Commerce City and is not included in the cost of the work.

#### **Work Order Duration**

This Work Order has a period of performance through December 31, 2018 and will be executed through the 2017 Commerce City General Engineering On-Call Services contract.

## **Jacobs Scope of Work**

### **Task 1: Management and Continuing Requirements**

#### **1.1 Meetings**

##### **a. Project Status Meetings:**

Commerce City and Consultant team will meet periodically as required. The meetings will review: activities required to be completed since the last meeting, problems encountered/anticipated and potential solutions, project schedule update, action items, and coordination required with other agencies. Status meetings will be held in person or via conference call, depending on need. Meeting action/decision log will be prepared and distributed within 5 working days of the meeting. Assume 2 meetings.

#### **1.2 Project Management**

Manage the project staff, schedule, documentation and other project needs. The Consultant shall coordinate all the work tasks being accomplished by all parties to ensure project work completion stages are on schedule.

##### **a. General Coordination with Client and oversight of project team**

##### **b. Monthly Progress Reports.**

Jacobs will provide monthly status reports and billings. Expenditures on 2016 vs. 2017 Grant Funding projects will always be billed separately. Assume 1 hour per month for 2 months.

##### **c. Monthly Management Budget and Schedule Review**

During the life of the project, it is expected Jacobs will review the progress of the project and report any concerns to the client. This includes updating estimates for completing the project, review if the project is on schedule, and status of every element of the project. Assume 1 hour per month for 2 months.

## Task 2: Right of Way

Property impacts assumed for this scope of work:

Property ID	PIN	ACCOUNTNO	SITE ADDRESS	OWNER NAME	ROW required	TE required
Base Bid						
Rose Hill #1						
R1	182308412007	R0092145	5804 POPLAR ST	MARTINEZ ORLANDO SR	X	X
Central #3						
R2	182308203010	R0091545	6301 E 62ND AVE	PAPADIMITROPOULOS KASTANTINOS PAPADIMITROPOULOS MYROFORA C	X	X
R3	182308203022	R0091549	TBD VACANT LOT	D AND L INVESTMENTS 10 LLC C/O LORRAINE MC CANN	X	X
Kemp #1						
R4	182305425033	R0089540	6900 E 66TH AVE	PEREZ AMODA	X	X
R5	182305414017	R0089362	6600 ONEIDA ST	CORONA YOLANDA AND MENDOZA JUAN CORONA	X	X
T1	182305413011	R0089338	6601 ONEIDA ST	SRP SUB LLC		X
Bid Alternatives						
Bid Alt #1 Rose Hill #1						
T2	182308411019	R0193698	5801 POPLAR ST	WILLIAMS AMIR LAMOND		X
Bid Alt #2 Central #3						
T3	182308221028	R0091890	6191 LOCUST ST	GONZALES JOYCE		X
T4	0182308214001	R042621	6190 LOCUST ST	MORRIS ELLA MAY AND MORRIS BRADFORD L		X

### 2.1 ROW boundary work for Fee Acquisitions

Assumes five (5) properties (Property ID R1-R5, see table above)

#### a. Field Work and Calculations

In support of fee acquisition of private property to accommodate design features outside of existing right of way, Jacobs will perform additional field survey work to help solidify the existing right of way and property lines of impacted properties. Previously performed field work resulted in insufficient existing right of way and private monumentation to adequately support fee acquisition. Jacobs will set rebar and cap to monument acquisition parcels, and record and land survey plat depicting the monuments set in accordance with Colorado Revised Statutes (CRS) and Colorado State Board Rules for Professional Land Surveyors.

### 2.2 Title Review, Descriptions and Exhibits

#### a. Title Review, Descriptions & Exhibits for Base Bid Acquisitions (Property ID R1-R5 & T1)

Jacobs will prepare a legal description and exhibit drawing for property to be purchased in fee, total of five (5) fee parcels (Property ID R1-R5). Geometry depicting the size and shape of temporary construction easements adjacent to fee parcels will be shown on the associated exhibits. Jacobs will also prepare an exhibit drawing depicting the size and shape of temporary easement of one (1) property (Property ID T1).

b. Exhibits for Bid Alternatives Acquisitions (Property ID T2-T5)

Jacobs will prepare exhibit drawing depicting the size and shape of temporary easements, total of four (4) exhibit drawings.

### **Task 3: Design**

#### **3.1 Right of Way support**

- a. Review and provide comment on all acquisition exhibits completed in Task 2. Assume one (1) round of review.
- b. Update design plans to reflect any changes as a result of work completed in Task 2 including, but not limited to, updated property lines, ownership names, and impact areas.

Commerce City CDBG Sidewalk and Curb Ramp Improvements WO #1 Amendment 1-A  
Project Code: \_\_\_\_\_  
Date: October 28, 2018

[illegible]

Total - Maximum not to Exceed	\$25,512.25
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### Direct Expenses Cost Proposal

Commerce City CDBG Sidewalk and Curb Ramp Improvements WO #2 Amendment 1-A  
Project Code :  
Date: October 29, 2018

[illegible][illegible]

Equipment	rate	Days	Subtotal	Total
AP-3 Receiver	\$125.00	5		\$625
AP-33 Receiver	\$125.00			\$0
Repeater Total Station	\$175.00	2		\$350
C-300 Leica	\$6,000			\$0
Leica Scanner	\$1,000.00			\$0
Surveying Instrument Targets	\$60.00			\$0
Gas Monometer Drive	\$120.00			\$0
Radio Frequency Indicator	\$40.00			\$0
CDR Report	\$0.00			\$0
Materials & Supplies	\$12.00			\$0
	rate	days		
Photogrammetric Image Stations	\$5.00			\$0
	rate	days	Sub Totals	\$975
Survey Truck	\$75.00	5		\$375
	rate	days	Sub Totals	\$375
Use	750	4		\$3,000
Use Alternatives	750	0		\$0
			Sub Totals	\$3,000

WORK ORDER #3 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 13, 2017, as amended effective January 9, 2018.

Contractor shall reduce the value of Work Order #3 as described below

Original Work Order amount	\$ 192,420.00
Reduction in Work Order amount	\$ 25,523.35
Revised Work Order amount	\$ 166,896.65
Completion Date:	December 31, 2018

This reduction of budget will reduce the amount of scope that can be completed under Work Order #3. Work will be completed up to the value of the Revised Work Order amount as described above.

JACOBS ENGINEERING GROUP INC.



Mark Talvitie, Manager of Projects

Date: 10/30/18

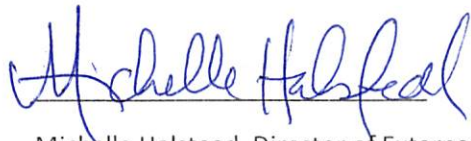
CITY OF COMMERCE CITY



Brian McBroom, City Manager

Date: 11-2-18

Recommended for Approval



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

Date: 11-2-18

**WORK ORDER #3, AMENDMENT #2**

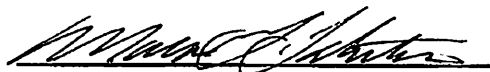
This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement dated July 13, 2017.

Contractor shall perform the following Services:

- PM and Development Review
  - Task 1 – Project Management
  - Task 2 – Daily Operations Support
    - Development Reviews
    - Drainage/Hydrology Report Review
  - Task 3 – Project Management Support
    - Traffic Counts On-Call Contract Management
    - Other Direct Costs
- Cost: \$ No additional cost
- Completion Date: June 9, 2019

Contractor shall obtain approval from Capital Projects Delivery Manager prior to any changes in scope.

**JACOBS ENGINEERING GROUP**



Mark Talvitie, Manager of Projects

Date: 12/05/18

**CITY OF COMMERCE CITY**



Brian McBroom, City Manager

Date: 12-6-18



Joe Wilson, Director of Public Works

Date: 4 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

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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/72<sup>nd</sup> Avenue
6. 2018 Pavement Management
7. OCRI Pavement Testing
8. NAMICS Study
9. Chambers Trail, 104<sup>th</sup> to Heartland
10. Quebec Street Sidewalks
11. 2017 CDBG Project

## MEMO CONTINUED

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

### **Outstanding Projects without an Identified Lead**

1. Safe Routes to School Grant/72<sup>nd</sup> 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. 104<sup>th</sup> Avenue Phase 3B
9. Central Park Boulevard
10. 96<sup>th</sup> Avenue Lighting
11. 88<sup>th</sup> Avenue Widening Federal Grant
12. RTD North Metro Line
13. RTD N Line Betterments
14. 120<sup>th</sup> Avenue/Buckley Road Traffic Signal Improvements
15. Potomac Street Bridge CDOT Grant
16. 112<sup>th</sup> Avenue/Fulton Bridge CDOT Grant
17. Belle Creek Intersection
18. Belle Creek 109<sup>th</sup>/Dayton Way
19. 112<sup>th</sup> Avenue/Lima Sidewalk
20. 112<sup>th</sup> Avenue, Blackhawk to Tower Road

## MEMO CONTINUED

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### 21. 104<sup>th</sup> 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 104<sup>th</sup> 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

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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	SRTS	Cable Station	TISNP	Tower Road	T-88	Highway 2	Tower/Pena	2018 Payment Management	Traffic Signal/Street Light Maintenance	Bus Bench Maintenance	OCRI Ratings	Traffic Counts	NMAIS	Highway 2 Culvert Crossings
Scope/Description	Complete side routes to schools improvements	Improvements to the adjacent RTD station deleted 72nd ave improvements?	Flashing yellows and signal cabinet upgrades along Highway 2 and 2 Quebec interchanges	Widen to four lanes from 10' to 8' with 4' sidewalks, LED lights, transit signals, convert to 10' wide sidewalks, water quality ponds, sidewalk, multiuse trail, bicycle lanes	Add regional storm sewer to tower Road	Deviation widening to 12' on 72nd and 12th, bike lanes, multiuse trail, LED lights, drainage improvements	Add SB to EH over-ramp, realign WB off-ramp and widen Tower from 80th to end of interchange	Complete annual pavement maintenance activities in designated areas per city plan	Draft RFP for contract signal street light maintenance	Draft RFP for bench and shelter maintenance	Pavement condition testing of city streets	Obtain traffic counts at designated intersections	Planning study of industrial area with Denver, Adams County	Part of Blown Ridge site purchase; crossings under Hwy 2 installed - need connection
Project No.	2014-07-PW PW004	2014-06-PW PW005		2014-01-PW PW009	2014-01-PW PW009									Within Hwy 2 S
Logan/GIL Account	095-15-750-309	095-15-750-302		095-15-750-355										
Phase	Closed	Design	Planning	Acceptance	Construction	Construction	Construction	Pre-Design RFP	Pre-Design RFP	Pre-Design RFP	Construction	Pre-Design RFP	Planning	
Federal Money	Yes	Yes	Yes	No	No	No	No	No	No	No	No	No	Yes	No
Federal Budget	\$789,600	\$2,327,000												
\$ Available														
Project Manager	Cates	Thomas	Higgins	Reinhart-Fallice	Reinhart-Fallice	Robner-sh2m	Gill-Scantec	Adler-Adler Consultants (Design Only)	Adler (RFP Only)	Adler (RFP Only)	Adler	Jacobs	Halsedel	Cates/Adams
A/E	Adams	Adams	Michael Baker	Harris-Zellers	Harris-Zellers	HDR	HHT	Michael Baker	Adams		N/A	N/A	Adams	CVI Consultants
Construction Manager				HDR	HDR	Adams	Adams	Schenfeld	Adams		N/A	N/A		
Contractor	Chavez			Flatirons	Flatirons	Flatirons	Castle Rock Construction	THD			TransMap	IDAX		
Risks	<ul style="list-style-type: none"> <li>CDOT/TA concerns</li> <li>Payment discrepancies with contractor</li> <li>No retainage payments</li> </ul>	<ul style="list-style-type: none"> <li>CD needed to complete maintenance plans and issue RFP</li> <li>CDOT approvals/review</li> <li>Utility coordination and ROW Coordination and Procurement</li> <li>Need to issue RFP and award contract prior to 10/15/18</li> </ul>	<ul style="list-style-type: none"> <li>Need to combine the RFP application work from Hwy 2</li> <li>Deadline for \$ expenditure unknown</li> </ul>	<ul style="list-style-type: none"> <li>Outstanding land acquisitions transactions (Republic, JSCo, UP)</li> <li>Convey future storm sewer reimbursement</li> <li>Remain metro district reimbursement (see IGA)</li> <li>SOCWSD punch list</li> <li>Traffic signal reimbursement issues</li> <li>Traffic pole placement issues</li> <li>Stands of license agreements</li> <li>CO for 96th Chambers</li> <li>CO for Buckley Road</li> <li>burial</li> <li>Pavement removal from north end of Buckley Road (USFSWS)</li> <li>CDOT/TA Water Quality</li> <li>Need to coordinate with Second Creek Crossing (ILZ)</li> <li>Gramma Gulch Improvements</li> </ul>	<ul style="list-style-type: none"> <li>T88 Completion Schedule</li> <li>Underdrain Change Order</li> <li>470 Permit Concurrence</li> <li>FCI Serper delay costs</li> </ul>	<ul style="list-style-type: none"> <li>Pull out PUC application work as separate project</li> <li>Savo-Mat Gas Line</li> <li>V-Co trial preparation &amp; response to information request</li> <li>Timberly irrigation</li> <li>reports</li> <li>Chamber fence replacement</li> <li>Punch list completion</li> </ul>	Design work underway; RFP to be released in							
Next Steps	<ul style="list-style-type: none"> <li>Consolidate information</li> <li>Internal strategy meeting</li> <li>Meeting with contractor</li> <li>Meeting with CDOT</li> </ul>	<ul style="list-style-type: none"> <li>Secured city council approval for CO</li> <li>Meeting with CDOT 6/20</li> </ul>	<ul style="list-style-type: none"> <li>Call with DRICOG</li> </ul>										<ul style="list-style-type: none"> <li>Final report and additional design</li> <li>Confirm invoices processed received with finance</li> <li>Invoice CDOT prior to June deadline</li> </ul>	<ul style="list-style-type: none"> <li>Application and design submitted to HNSF/FRCO</li> <li>Decision to move forward</li> </ul>
Completed														

# Current Outstanding Project/Staff Augmentation List

Project Name	Project Description	96th Avenue Extension	104th Avenue Phase 2B	Central Park Blvd	96th Avenue Street Lighting	88th Avenue Widening	RTD North Metro Line	N Lane Betterments	120th Avenue & Buckley Traffic Signal Improvements	Quebec Street Sidewalks	Potomac Street Bridge	112th Avenue/Fulton	Belle Creek Intersection	Belle Creek 109th Ave
	Replace Pointa 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 I/P 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-640	2017-a3								
Logos/CL Account					395-15-750-366					395-15-750-365				
Phase	Planning	Close Out				Planning	Construction	Design		Closure	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-					TBD
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					Hammer	
Contractor		N/A	Zak Diet?					RRP		Silva				
Risks	<ul style="list-style-type: none"><li>Expectations disconnect between city/FRICO</li><li>Three options presented within design memo for consideration</li><li>Reputation management</li></ul>	<ul style="list-style-type: none"><li>Old and incomplete reimbursement agreements</li><li>Lack of contract drawings</li><li>Utility easement location</li><li>No permit cutter installation/UP approval</li><li>FRICO application</li><li>CDOT</li><li>Closure/Approval?</li><li>Available NIGDS</li></ul>	<ul style="list-style-type: none"><li>Project closure?</li></ul>	<ul style="list-style-type: none"><li>Decorative poles and luminaires bought as part of Hwy 2 Project; stored at MSC</li><li>Potential for equipment damage, age</li><li>Council expectations</li><li>Coordination with Richmond F34 Project/UP</li><li>obion-style lights near Refuge (I see?)</li></ul>	<ul style="list-style-type: none"><li>Contract award needs to occur by 10/15 for federal \$</li><li>RFP updates not complete</li><li>CDOT/HMA review and coordination</li><li>Not a lot of \$</li></ul>	<ul style="list-style-type: none"><li>IGA closure/sales tax verification</li><li>Summarize access commitments/rail crossing understanding</li><li>FRICO request for use of 72-in pipe</li><li>York Street access road permit</li></ul>	<ul style="list-style-type: none"><li>Design approved estimate for work is \$59K</li><li>Where is the GL?</li></ul>	<ul style="list-style-type: none"><li>Available funds</li><li>Council expectations</li></ul>	<ul style="list-style-type: none"><li>All construction is complete; need to advertise and process final payment</li><li>Transfer remaining funds to concrete flatwork</li></ul>	<ul style="list-style-type: none"><li>CML/CDOT grant received</li><li>Five Year \$ Spend</li></ul>	<ul style="list-style-type: none"><li>CML/CDOT grant received</li><li>Five Year \$ Spend</li></ul>	<ul style="list-style-type: none"><li>Lack of communication with business/neighborhood</li><li>Potential miscommunication with CDOT on permit access for side of intersection</li></ul>	<ul style="list-style-type: none"><li>Need HOA/District approval</li><li>Convey land to city</li><li>Reappropriation request</li></ul>	
Next Steps	<ul style="list-style-type: none"><li>Need to seek only repair option with FRICO</li><li>Procure additional funds</li></ul>	<ul style="list-style-type: none"><li>Review reimbursement agreements, prepare &amp; issue invoices</li><li>Contract for road</li><li>Complete quote cutter installation &amp; finalize agreement with UP to initiate review</li><li>Locate utility easements &amp; transfer to SACWSD</li><li>Meeting with CDOT</li></ul>	<ul style="list-style-type: none"><li>Confirm project closure; understand outstanding items</li></ul>	<ul style="list-style-type: none"><li>Determine if install can be done with available budget</li><li>Procure contractor and developer install?</li></ul>	<ul style="list-style-type: none"><li>Need to complete RFP updates and send to FRICO</li><li>Thank Le as CDOT for review and approval</li><li>RFP needs to be issued by 7/1/18</li><li>Confirm IGAs complete, project schedule</li></ul>	<ul style="list-style-type: none"><li>Solicit bids, issue contract and oversee construction</li><li>Verify funding</li></ul>	<ul style="list-style-type: none"><li>Coordinate with RTD RFP on installation</li></ul>	<ul style="list-style-type: none"><li>Draft memo transferring remaining funds to concrete flatwork (account?)</li></ul>	<ul style="list-style-type: none"><li>Seeking PM - outside MSA for design up</li></ul>	<ul style="list-style-type: none"><li>Seeking PM - outside MSA for design up</li></ul>	<ul style="list-style-type: none"><li>Follow up with Belle Creek on landscaping and fencing concerns</li><li>Verify signal installation and coordination with CDOT</li><li>Modify striping and signage for westbound traffic on east side of 85</li><li>Coordinate with CDOT to change NB to WB left turn lanes from single to dual</li></ul>	<ul style="list-style-type: none"><li>Share memo/cost information with Metro District</li><li>Attend June 2 meeting to garner support</li></ul>		
Completed														



# Current Outstanding Project/Staff Augmentation List

Project Name	112th Sidewalk	2016-2017 CDGC 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 trip hazards	Annual pavement maintenance program	panel replacement along 104th	Paye existing soft surface trail and make connections	Coordinate traffic studies and designated intersections 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 planner	Update city standards/specifications for stormwater/drainage, pavements, engineering services
Project No.													
Logan/G.L. Account													
Phase	Planning	Design	Planning		Closure	Closure	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					
AE	Jacobs	Jacobs											
Construction Manager		Schoenfeld						Ortega					
Contractor								CITY					
Risks	<ul style="list-style-type: none"> <li>No response to easement purchase request letter sent to owner at 11351 E. 112th Avenue</li> <li>Council request and previous commitment to complete by COY.</li> </ul>	<ul style="list-style-type: none"> <li>Need to expand 50k of funds by July 31</li> <li>Jacobs under contract to perform - schedule TBD</li> </ul>	<ul style="list-style-type: none"> <li>City Council priority to enhance design and construction</li> <li>Various environmental and permitting issues</li> <li>No one is on first - significant capacity challenges</li> </ul>	<ul style="list-style-type: none"> <li>Expectation design has been initiated</li> <li>Coordination with CDOT</li> </ul>	<ul style="list-style-type: none"> <li>All work is complete - close contract and make final payment.</li> <li>Consider shifting \$ from sidewalks to do more.</li> </ul>	<ul style="list-style-type: none"> <li>Outstanding SACWSD punch list items</li> <li>Pavement repaving along Chambers Road near 119th</li> </ul>	<ul style="list-style-type: none"> <li>Notes say \$ in the project budget but no project in CIP by this name?</li> </ul>	<ul style="list-style-type: none"> <li>Need status update; Ortega says few weeks out (previous occurring in May)</li> </ul>	<ul style="list-style-type: none"> <li>Mostly CRM-driven; identify how best to work with enforcement and engineering</li> <li>High profile within public/elected sphere</li> <li>3-5/mo? Need to confirm</li> </ul>	<ul style="list-style-type: none"> <li>Specialty review</li> <li>5/month</li> </ul>	<ul style="list-style-type: none"> <li>Averaging 2 new referrals a week/ various sizes stages</li> <li>5x week turnarounds</li> </ul>	<ul style="list-style-type: none"> <li>Specialty review</li> <li>5/month</li> </ul>	<ul style="list-style-type: none"> <li>Not happening; 2019 budget request</li> </ul>
Next Steps	<ul style="list-style-type: none"> <li>Need to find copy of letter to each owner</li> <li>General design and cost estimate needed</li> </ul>	<ul style="list-style-type: none"> <li>Adler to provide better schedule</li> <li>Decide to construct by EOT.</li> </ul>	<ul style="list-style-type: none"> <li>Review MOU with Oakwood</li> <li>Ring fence city financial commitment (design/construction)</li> </ul>	<ul style="list-style-type: none"> <li>Initiate design activities</li> <li>Establish schedule</li> <li>Complete</li> <li>Reappropriation (6/4)</li> </ul>	<ul style="list-style-type: none"> <li>Address issues and complete closure activities.</li> </ul>	<ul style="list-style-type: none"> <li>Scheduled for completion end of June</li> </ul>						<ul style="list-style-type: none"> <li>Each MSA assumed three reviews; need to parcel out.</li> </ul>	
Completed					COMPLETE, WARRANTY PERIOD	COMPLETE, WARRANTY PERIOD							