

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 09-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
EXTENSION OF ON-CALL TRAFFIC ENGINEERING AGREEMENT
FOR PROFESSIONAL SERVICES WITH FELSBURG HOLT &
ULLEVIG, INC.**

WHEREAS, the Town of Mead (“Town”) is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the Town previously entered into that certain agreement for professional services with Felsburg Holt & Ullevig, Inc. (“FHU”) for on-call traffic engineering services dated April 8, 2019 (“FHU Agreement”); and

WHEREAS, based on FHU’s satisfactory performance and the ongoing need for on-call traffic engineering services, the Board of Trustees desires to extend the term of the FHU Agreement through December 31, 2020 for the specific not to exceed (“NTE”) annual compensation amount set forth below in Section 1 of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The Board of Trustees hereby: (a) approves an extension of the term of the FHU Agreement to December 31, 2020; (b) approves the NTE annual compensation amount set forth below; and (c) authorizes the Mayor to execute the 2020 extension to the FHU Agreement, following the review and approval of the same by the Town Attorney.

	<u>Services</u>	<u>NTE Compensation for 2020</u>
<u>FHU</u>	On-call traffic engineering services	\$30,000.00

Section 2. Except as authorized by this Resolution, the original terms and conditions of the FHU Agreement shall not be amended and shall remain in full force and effect for the remainder of the term, as extended herein to December 31, 2020.

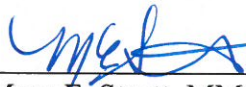
Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this Resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this Resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.


INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF JANUARY, 2020.

ATTEST:

By: 
Mary E. Strutt, MMC, Town Clerk



TOWN OF MEAD

By: 
Colleen G. Whitlow, Mayor

**TOWN OF MEAD
AGREEMENT FOR PROFESSIONAL SERVICES
2020 EXTENSION**

Project/Services Name: **On-Call Traffic Engineering Services**

THIS AGREEMENT FOR PROFESSIONAL SERVICES 2020 EXTENSION (“2020 Extension”) extends the term of that certain Agreement for Professional Services entered into by and between **Felsburg Holt & Ullevig, Inc.**, a Colorado corporation, whose business address is 6300 S. Syracuse Way, Suite 600, Centennial, CO 80111 (the “Contractor”) and the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (the “Town”), collectively referred to herein as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into an Agreement for Professional Services effective as of April 8, 2019 (“Agreement”), pursuant to which the Contractor provides on-call traffic engineering services to the Town; and

WHEREAS, Section II.A. of the Agreement contemplates that the term of the Agreement may be extended by written agreement of the Parties; and

WHEREAS, the Town desires to extend the Agreement for calendar year 2020, such that the term thereof shall expire December 31, 2020; and

WHEREAS, the Parties desire to set forth the annual not to exceed amount for calendar year 2020 in this 2020 Extension,

NOW, THEREFORE, the Parties agree as follows:

1.0 EXTENSION OF TERM. The Agreement shall be extended to terminate on December 31, 2020, unless further extended or terminated in accordance with its terms.

2.0 2020 FEES AND CHARGES. For 2020, fees shall be the same as set forth in Attachment 1 attached hereto. Attachment 1 shall supersede and replace **Exhibit B** of the Agreement. Contractor agrees to provide the Town Representative with updated certificates of insurance (as required by Section VII.A. of the Agreement) prior to providing any services to the Town in calendar year 2020.

3.0 SECTION II.A. OF AGREEMENT AMENDED. Section II.A. of the Agreement shall be amended to read in its entirety as follows:

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (“Effective Date”) and shall continue until **December 31, 2020** or until terminated as provided herein (“Termination Date”). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.


4.0 ANNUAL NOT TO EXCEED AMOUNT (2020). The second sentence of Section IV.A. of the Agreement shall be amended as follows:

A. Not-to-Exceed Amount. . . . Compensation to be paid hereunder shall not exceed **Thirty Thousand Dollars and No Cents (\$30,000.00)** (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. [*Balance of Section IV.A. of Agreement unchanged*]

5.0 NO FURTHER AMENDMENTS. No other terms or conditions of the Agreement are amended hereby.

6.0 EFFECTIVE DATE. This 2020 Extension shall be effective as of the date of mutual execution by the Parties.

TOWN OF MEAD, COLORADO


By: 
Colleen G. Whitlow, Mayor

Date of execution: January 13, 2020

ATTEST:

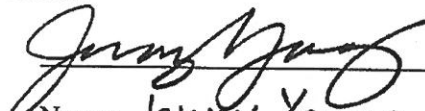

Mary E. Strutt, MMC, Town Clerk

REVIEWED BY (*Excluding Exhibits*):


Marcus McAskin, Town Attorney

CONTRACTOR:

Felsburg Holt & Ullevig, Inc., a Colorado corporation

By: 
Name: Jenny Young
Title: Principal

Date of execution: January 6, 2020

Attachment 1

**Contractor Hourly Rate Schedule
FHU 2020 Rate Schedule**



2020 Rate Sheet

The following hourly billing rates apply to all "Time and Materials" contracts.

Staff Rates

Principal III.....	\$270
Principal II.....	\$240
Principal I.....	\$220
Associate.....	\$210
Sr. Bridge Engineer.....	\$195
Bridge Engineer V.....	\$175
Bridge Engineer IV.....	\$155
Bridge Engineer III.....	\$130
Bridge Engineer II.....	\$115
Bridge Engineer I.....	\$110
Sr. Engineer.....	\$195
Engineer V.....	\$175
Engineer IV.....	\$155
Engineer III.....	\$130
Engineer II.....	\$115
Engineer I.....	\$105
Sr. Environmental Scientist/Planner.....	\$190
Environmental Scientist/Planner V.....	\$175
Environmental Scientist/Planner IV.....	\$155
Environmental Scientist/Planner III.....	\$130
Environmental Scientist/Planner II.....	\$115
Environmental Scientist/Planner I.....	\$105
GIS Manager.....	\$190
GIS Specialist V.....	\$170
GIS Specialist IV.....	\$155
GIS Specialist III.....	\$130
GIS Specialist II.....	\$115
GIS Specialist I.....	\$105
Sr. Transportation Planner.....	\$190
Transportation Planner V.....	\$170
Transportation Planner IV.....	\$155
Transportation Planner III.....	\$130
Transportation Planner II.....	\$115
Transportation Planner I.....	\$105
Lead ITS Specialist.....	\$200
CADD Manager.....	\$190
Sr. Bridge Designer.....	\$185
Lead Designer.....	\$180
Sr. Designer/Project Technician.....	\$160
Designer V/Project Technician V.....	\$145
Designer IV/Project Technician IV.....	\$135
Designer III/Project Technician III.....	\$115
Designer II/Project Technician II.....	\$100
Designer I/Project Technician I.....	\$90

Sr. Construction Technician.....	\$140
Construction Technician V.....	\$130
Construction Technician IV.....	\$115
Construction Technician III.....	\$100
Construction Technician II.....	\$90
Construction Technician I.....	\$75
Intern I.....	\$55
Graphic Design Manager.....	\$150
Graphic Design Specialist V.....	\$140
Graphic Design Specialist IV.....	\$135
Graphic Design Specialist III.....	\$120
Graphic Design Specialist II.....	\$105
Graphic Design Specialist I.....	\$90
Marketing Manager.....	\$150
Marketing Specialist.....	\$115
Systems Administrator.....	\$120
Sr. Administrative Assistant.....	\$115
Administrative.....	\$90

Other Direct Costs

Plots

Bond.....	\$0.31/sq ft
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Prints

Black and White.....	\$0.12/print
Color.....	\$0.19/print

Presentation Boards

Bond Foam Core Mounted.....	\$1.51/sq ft
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Travel

Mileage.....	\$0.545/Mile (or current allowable Federal rate)
Truck (Construction).....	\$45.00/day
Parking.....	Actual Costs
Lodging/Airfare.....	Actual Costs

Other Miscellaneous Costs

Courier/Postage.....	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors.....	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.