## TOWN OF MEAD, COLORADO RESOLUTION NO. 70-R-2020

# A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A SPECIAL PROJECT TASK ORDER FOR JVA, INC. TO COMPLETE THE THIRD STREET RECONSTRUCTION PROJECT FINAL DESIGN

- WHEREAS, the Town of Mead is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and
- WHEREAS, the Board of Trustees previously approved that certain Agreement for Professional Services between JVA, Inc. ("Contractor") and the Town of Mead for general town engineering services, including special projects, dated March 11, 2019, as amended by the First Amendment to Agreement for Professional Services dated January 13, 2020 (the "Agreement"); and
- WHEREAS, the Town has need of Contractor's services to assist with completing the final design of the Third Street Reconstruction Project ("Special Project"); and
- WHEREAS, the Special Project is identified as a priority project in the Town's Capital Improvement Plan; and
- WHEREAS, in accordance with the terms of the Agreement, Task Order No. 2020-011, attached hereto as Exhibit 1 ("Task Order"), has been completed for the Special Project; and
- WHEREAS, the cost for completion of the Special Project is forty-seven thousand five hundred dollars (\$47,500.00), and funds for the Special Project are available in the Town's approved 2020 Budget, as amended by Resolution No. 66-R-2020 (Amending the 2020 Budget and Appropriating Additional Funds for the Third Street Reconstruction Project); and
- **WHEREAS**, the Board of Trustees desires to approve the Task Order in substantially the form attached to this Resolution and delegate authority to the Town Manager to execute the Task Order.
- **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 the Task Order in substantially the same form as is attached hereto and incorporated herein; (b) authorizes the Town Manager, in consultation with the Town Attorney, to make any non-material changes to the Task Order as may be necessary that do not increase the Town's obligations; and (c) authorizes the Town Manager to execute the Task Order when in final form.
- Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.
- **Section 3.** 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 $10^{\mathrm{TH}}$ DAY OF AUGUST, 2020.

ATTEST:

Mary E. Strutt, MMC, Town Clerk

SEAL

**TOWN OF MEAD:** 

Colleen G. Whitlow, Mayor

### Exhibit 1 Task Order No. 2020-011

[see attached task order and memorandum]



## TASK ORDER - SPECIAL PROJECTS

TASK ORDER NO.	.: 2020-011		
Task Name:	3 <sup>rd</sup> Street Reconstruction Project – Final Design		
Requested By:	Public Works, Erika Rasmussen Proposed Start Date: August 10, 2020 (Town Dept. / Project Mgr.)		
Funding Source:	19-40-5500 Proposed Completion Date: October 31, 2020		
Tasks / Deliverable	es: See attached memorandum Total Task Order Budget: \$47,500.00		
Approval: Town Manager	Date:       2   2026		
Additional Commo	ents: This Task Order is not valid without attached Task Order memorandum own Engineer.		
Attachment: Task	Order Memorandum		
FINANCE DIRECT Finance has reviewe	OR REVIEW: ed this Task Order and the funds:		
☑ are appropriated ☐ are not appropria	ted (note:) $-\frac{8/7/202}{}$		
Account reference	/information: 19-40-5500 Capital Improvement Engineering		



#### TASK ORDER MEMORANDUM

To:

Helen Migchelbrink, Town Manager

From:

Erika Rasmussen, Town Engineer

Date:

August 10, 2020

**Subject**: 3<sup>rd</sup> Street Reconstruction Project – Final Design

Task Order No.: 2020-011

This Task Order Memorandum has been prepared in accordance with the Town's Professional Services Agreement (PSA) with JVA, Inc. (the "Contractor") for engineering services, including special projects. No special projects shall be performed by the Contractor until the Town's Authorized Representative has executed a Task Order authorizing the Contractor to proceed with the Task(s) identified below.

<u>Task(s)</u> to be performed: Final design and preparation of the construction documents, technical specifications and bid package for replacement of a section of 3rd Street (WCR 7) between WCR 34.5 and WCR 36.

Time schedule: Completed by October 31, 2020.

<u>Deliverables</u>: See attached scope of work.

Charges: Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed (NTE) figure. Charges shall be calculated pursuant to the hourly rates in the PSA, unless otherwise set forth herein. A copy of the Letter Agreement related to the Task(s) outlined above is attached to this Task Order Memorandum as <u>ATTACHMENT A</u>. I have reviewed and approved the Letter Agreement, and I therefore request that you proceed to approve the attached Task Order, which will authorize the Contractor to proceed with the special project described above for the not to exceed fee of \$47,500.00.

Review and approval of Task Order Memorandum:

Erika Rasmussen, Town Engineer

(Note: This Task Order Memorandum is not valid unless and until a Task Order has been executed by the Town Manager and approved by the Finance Director.)



JVA, Incorporated

1319 Spruce Street Boulder, CO 80302 303.444.1951 info@jvajva.com

www.jvajva.com

July 17, 2020

Mrs. Erika Rasmussen, Town Engineer/Public Works Director Town of Mead 441 Third Street Mead, CO 80542

Reference:

Town of Mead – 3<sup>rd</sup> Street Reconstruction – Final Design

(CR34.5 to North Town Limits)

Letter Agreement for Civil Engineering Services

JVA Job No. 1970.115c

#### Dear Erika:

JVA, Inc. (JVA) has estimated the scope of work and associated fees required to provide civil engineering services to the Town of Mead (CLIENT). The estimated scope and fees are for the evaluation and the preparation of final construction documents for the 3<sup>rd</sup> Street reconstruction project from County Road 34.5 to the north town limits in the Town of Mead (Town). We have outlined the following Scope of Work and propose to bill these efforts on a time and materials basis in accordance with our on-call engineering services agreement.

#### SCOPE OF WORK

The scope of services below is based on our discussions to date and review of the information provided. In reference to our discussions, 3<sup>rd</sup> Street pavement is in significant disrepair and the Capital Improvement Plan has identified this section of road as a priority for repairs or replacement. JVA previously provided a preliminary design under separate scope and fee. It is anticipated that the current road section is not adequate and will require full reconstruction. The project scope has been modified to include curb and gutter and a detached sidewalk on the east side of the road between CR34.5 and Lake Helen Boulevard. The portion of 3<sup>rd</sup> Street north of Lake Helen Boulevard will maintain the current 24' wide asphalt section with roadside ditches.

Based on this information and our understanding of the design efforts required for street widening projects, the civil engineering services anticipated for this project include the following detailed tasks:

#### **Final Construction Documents**

- 1. JVA will prepare plan and profile construction documents of the entire length of proposed roadway reconstruction and concrete sidewalk. Plan and profiles of the roadside ditches will also be included. Final construction documents will also include applicable cross-sections, erosion control plans, and utility crossing revisions.
- 2. JVA will continue to refine the grading from the preliminary design to the final grading required on the site with critical spot elevations provided at all intersection. Storm sewer inlets, piping profiles and grass-lined swales will be designed and detailed in this phase. Final earthwork calculations are anticipated.



- 3. JVA will finalize the design of road, sidewalk, and access drive connections and produce a horizontal control plan with signage and striping. Traffic signals or signalization plans and site lighting are not included with this proposal. We anticipate receiving pavement design criteria from the project's geotechnical consultant.
- 4. JVA will identify existing dry utilities that will need to be relocated to accommodate the proposed concrete sidewalk alignment. Final design of dry utility relocation is not included in this scope and fee as it is assumed that this will be completed by the appropriate utility company.
- 5. It is anticipated that the design will include replacement of the existing storm culverts crossing the road. Minimal new storm infrastructure is anticipated at this time. No new water or sanitary improvements are not anticipated at this time.
- 6. JVA will produce the technical Specifications for pertinent civil engineering sections and update the construction cost estimate. We will attend coordination meetings with CLIENT, and other project team members to complete the document review process.
- 7. Any required easement dedication and right-of-way dedication is not included with this proposal. Any required easement and right-of-way negotiations will be completed by the CLIENT. JVA will assist owner in the easement or ROW dedication process by delineating easements/ROW and providing CAD files. We assume a licensed land surveyor will produce all required easement or ROW legal descriptions and exhibits, and the owner will coordinate the easement submittal process.

#### **Bid Phase Services**

- 8. JVA will assist the Town in preparing all Division One front end specifications for the bidding process.
- 9. Bid phase services include attendance at the prebid meeting and addendum preparation.

#### Construction Phase Services (Not included in the scope at this time)

- Services during construction comprise of the review of product submittals, change order documentation, and response to contractor information requests for civil engineering related items.
- 11. JVA will complete site observations as requested during construction. We have assumed that the CLIENT will provide the lead on all the construction services for this project. All Construction Services will be completed under a separate contract to be completed at time of construction.
- 12. Construction record drawings will be produced from contractor submitted records.

#### BASIS OF PAYMENT

Per our current on-call contract, the basis of payment for the scope of work described above will be monthly billings based on the the percentage of lump sum completed to date, plus standard reimbursable expenses. This amount will not be exceeded without written authorization of the CLIENT.



**Basic Civil Engineering Services** 

Final Construction Documents	\$ 44,500
Bid Phase Services	\$ 3,000
Construction Phase Services	\$ TBD*
Civil Engineering Subtotal	\$ 47,500

<sup>\*</sup> Construction Phase Services are not included in this proposal and will be provided under separate contract once final scope is more clearly defined or as requested by the Town after the Final Design Phase.

Exclusions: Services resulting from significant changes to the project scope, significant bid alternate design, rezoning/replatting, and significant site plan changes and additional design work or plans related to field conditions or contractor issues after plans are complete that could not have been reasonably foreseen may require extension of the time scheduled for our work and additional fees. Environmental assessment or design efforts for contamination cleanup measures are not included at this time. LEED support services are not included at this time. This proposal assumes that the development is designed and constructed in one phase. Overlot grading plans, early start grading/foundation packages, phased plans, and alternate designs will require additional services.

#### **SCHEDULE**

We can begin working with your team immediately and plan to meet the project deadlines.

If you are in agreement with the scope in this letter, please indicate by signing below and returning a copy to this office as our authorization to proceed. All of us look forward to working with Town of Mead on this project and continuing to build upon our positive past relationships.

Sincerely,

JVA,	Incorporated
By:	Kenneth J. Clifford. PE Project Manager, Associate
	pted by: 'N OF MEAD
Title	Date