

City of Evans, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT
CONTRACTOR

THIS AGREEMENT is made and entered into this **19th** day **April 2022**, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and **J.U.B. Engineers Inc.** (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services for **Construction Management Services for 37th Street Widening Phase 1** hereinafter referred to as "Project").

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, provided the Consultant is paid for their services, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk without liability to the consultant.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant on a time and materials basis an amount not to exceed **One Hundred and Eighty Four Thousand Seven Hundred and Sixteen Dollars (\$184,716.00)**. Payment shall be made in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly break down for all

personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement. No payment shall be due on the portion of any invoice for which the City has requested clarification unless and until 30 days after clarification satisfactory to the City has been provided by Consultant.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for all costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other

person or entity whatsoever, for any purpose whatsoever. To the extent allowable under C.R.S. Section 13-50.5-102(8), the Consultant shall defend, indemnify and hold harmless the City, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, to the extent resulting from the fault of, or negligent services rendered by the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its mayor and City council, its officers, agents and employees from damages resulting from the sole negligence of the City's mayor and City council, officials, officers, directors, agents and employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.

4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 2, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Evans
1100 37th Street
Evans, Colorado 80620-2036
Attn: Safety and Risk Management
6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, the Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If, however, the City has substantially or materially breached the standards and terms of this Agreement, the Contractor shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado.

XV. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

B. Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

XVI. NO WAIVER

Delays by the City in enforcement of this Agreement or the waiver by the City of any one or more defaults or breaches of this Agreement by the Consultant shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A-B are the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The City: City of Evans
 Attn: City Engineer
 1100 37th Street
 Evans, Colorado 80620-2036

Consultant: Jeff Temple
 4745 Boardwalk Drive Building D, Suite 200
 Fort Collins, CO 80525

XIX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

XX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit C** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By: _____
Mark C. Clark, Mayor

ATTEST:

Julie Kamka, City Clerk

APPROVED AS TO FORM:

Scott Krob, City Attorney

APPROVED AS TO CONTENT:

James L. Becklenberg, City Manager

CONSULTANT

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

Exhibit A
Scope of Services

received 03/17/2022
meo
1151 hours



Proposal to provide

2022 37th Street Widening Ph 1 CM Services

March 17, 2022



J-U-B ENGINEERS, INC.

4745 Boardwalk Dr. Bldg D, Suite 200

Fort Collins, CO 80525

p. 970.377.3602 | w. jub.com



Cover Letter 1

Detailed Project Approach 2

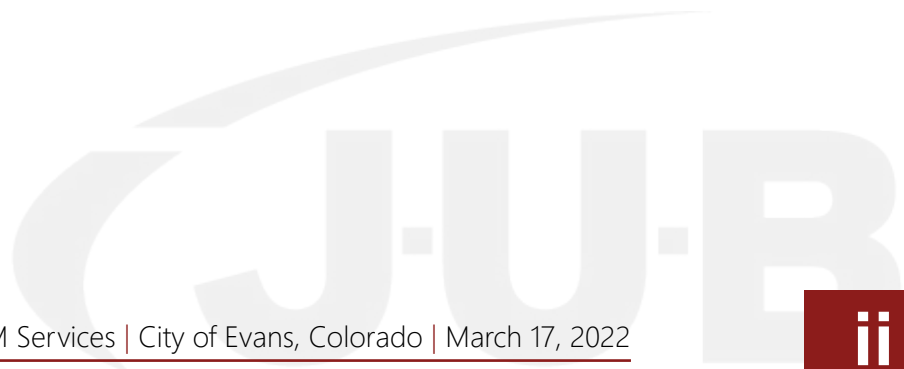
Personnel 4

Effort and Deliverables 14

Project Schedule 14

Similar Projects and References 15

Exhibit A 18





THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

March 17, 2022

Mr. Mark Oberschmidt, P.E.
City Engineer
City of Evans, Colorado
1100 37th Street, Evans, Colorado 80620

Re: Request for Proposals | Construction Management Services

Mr. Mark Oberschmidt and Selection Committee Members:

J-U-B ENGINEERS, Inc. is committed to providing the City of Evans with a proven project team to manage the construction phase of this project. Our staff's seasoned construction industry experience, knowledge of the CDOT process, and proactive risk management will be valuable assets through the construction of this project. We relish the opportunity to be your "Trusted Advisor" on this project.

Todd Gunderman will serve as the Construction Manager, just as he has done on multiple CDOT funded Local Agency projects. Jeff Meis will leverage his contractor experience to proactively address risks as the Construction Manager Assistant. Lydia Stegall will utilize her long-standing knowledge of roadway projects and CDOT's field documentation as the Inspector. Cheryl Turner is our Documentation Specialist, streamlining our CDOT documentation process and the City's pay application procedures. The major benefits our team brings:

A well-seasoned construction management team. Our Construction Manager and Inspector each have more than 30 years of construction experience on both the contractor and owner's side. This gives J-U-B unique insight into how the contractor views the project dynamics and enables us to deliver a higher quality project by facilitating a truly collaborative effort between all parties.

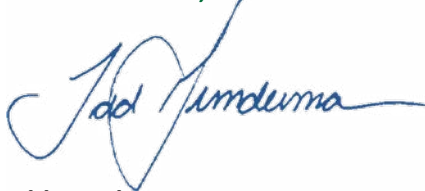
Directly related hands-on experience. Todd and Jeff have spent a significant amount of their careers working for a contractor building the same elements this project includes. We utilize this experience to elevate the contractor's planning process to eliminate risks, which minimizes change orders and schedule delays.

Proven experience with CDOT funding requirements. We've managed multiple CDOT Local Agency projects over the past seven years. We are familiar with these requirements and the effort required to keep your funding intact. Todd and Cheryl have well-established relationships with Region 4's LA project coordinator which streamlines the communication and expectations being met.

Thank you once again for this opportunity and please do not hesitate to contact us at any time if you have any questions.

Sincerely,

J-U-B ENGINEERS, Inc.



Todd Gunderman, P.E.
Construction Services Group Manager
tgunderman@jub.com
801-641-8951



Our Construction Management Philosophy

is unique in that every action we take is to reduce risk by bolstering a true project collaboration culture, where open honest respectful discussions occur naturally. Individuals that are a part of this culture are dedicated communicators that don't take things personally and don't make assumptions. We have visited the project site and studied the plans and specifications. We have managed multiple Local Agency projects successfully through the CDOT process with keeping funding intact 100% of the time and with efficient project closeouts. Many of these projects have been with the same CDOT personnel assigned to your project. Based on this knowledge and established relationships, we have prepared our approach to interject our philosophy by focusing on managing project risk, maximizing quality, and protecting the City's investment and funding to deliver **A Successful Project in Evans, Colorado.**

A Successful Project in Evans, Colorado:

- **Meets or exceeds** Stakeholder expectations & goals
- **Minimizes** change orders with thorough planning/risk mitigation
- **Addresses concerns** of affected residents and businesses
- **Solves** problems in a **positive** manner
- Completes **ahead of schedule**
- Comes in **under budget**
- Team members **want to work together again**

**Communication, Trust, and
Belief in the Team is Needed to Succeed**

Promote Efficient and Effective Communication

- ▲ We will meet with you right after award to glean a deeper understanding of your residents' concerns, needed third-party utility coordination, any concerns/risks that you may have, develop a plan of action to stay ahead of those concerns, and put together a list of all other project risks. ●●●●●●●●
- ▲ Once the Contractor is on board, we will immerse them into our team culture by meeting with them before the preconstruction meeting to discuss each other's project risks and goals. We will jointly start putting action items together to mitigate these risks. Having all team members acknowledge each other's concerns is the crux to building the collaborative culture foundation. Once this is established, all project team members will function at a higher level because there is trust. ●●●●●●●●
- ▲ If deemed appropriate, we would like to meet with the residents and farmers, especially the townhouses at the eastern end of the project, that will be directly affected by the project, so that we can have face-to-face interaction. We believe this promotes proactive communication that helps calm their concerns. ●●●●●●●●
- ▲ As potential change order items and/or material testing issues arise, Todd will keep CDOT in the loop so that we get their concurrence on the project team's chosen resolution prior to making a final decision. ●●●●●●●●
- ▲ Working as part of a design firm, we know how important it is to keep the designer in the loop while resolving project issues. Todd has an established relationship with Tim Tuttle and will contact him before construction starts to discuss the risks encountered during design and establish expectations regarding their involvement during construction. ●●●●●●●●

Proactively Mitigate Project Risks

- ▲ **Utility Relocations** – Todd will immediately check on the status of utility relocations. We would like to assume coordination responsibilities or at least be included in the communication with them. We've seen that having the ability to be directly involved in the collaboration effort with the Contractor reduces impacts to the project schedule. ●●●●●●●●
- ▲ **Roadway Soft Spots** – We suggest including an unsuitable material bid item with a soft spot repair detail. It has been our experience that most roadway projects run into this in some fashion. Having this as a bid item provides a competitive cost on the work as well as a predesigned solution that keeps the project moving with no change order required. ●●●●●●●●
- ▲ **Concrete Joint Control** – As a prior Concrete Pavement Superintendent, Todd knows the importance of having a solid concrete jointing plan in place prior to placing any concrete, especially in a roundabout. This will be a requirement from the Contractor that Todd will leverage his experience to provide an in-depth review. Next step is to follow through with the plan in the field and make adjustments that include all concrete elements thought

through for the roundabout. Lydia will be on point making sure the “right” adjustments are made and that the joints land on the center of the dowel baskets. ●●●●

- ▲ **Prairie Dog Management** – Coordinating this work with CPW can be a potential schedule risk. We will dive into the mitigation of this risk by garnering knowledge to see where we are at in the process and have our in-house environmental specialist, Jennifer Gorek, assist with putting an action plan in place. She has deep relationships with CPW and CDOT environmental that we can leverage to keep the process moving. Jeff Meis has implemented many different levels of management plans as a contractor, which further bolsters our ability to reduce any project impact. ●●●●

Maximize the City’s Investment

- ▲ At our initial meeting with the contractor, we will discuss how we can raise the level of quality and work through roadblocks that may reduce the chance of meeting this goal. We will make sure we are both on the same page with the difference between contractor QC effort and our QA effort when it comes to material testing. ●●●
- ▲ Lydia will pay particular attention to the details that affect long term maintenance, such as: addressing any soft spots prior to concrete & HMA placement; ensuring the HMA joints are not in the wheel path and have adequate overlap on the lifts; ensuring positive drainage on new curb and gutter. ●●●
- ▲ Apply lessons learned from prior projects to work with the Contractor in the planning stages of critical quality elements, such as ensuring ADA slopes are maintained during concrete placements. This is best done by checking concrete forms of the pedestrian ramps and sidewalks with a smart level prior to concrete being placed. ●●●
- ▲ Conduct pre-activity meetings for the critical items, such as waterline and sewer installation, concrete pavement, and HMA placements. These meetings will also include Terracon and the Contractor’s QC material testing firm so that the team is on the same page with meeting CDOT’s 250 requirements and splitting of material samples. ●●●●
- ▲ Budget Control – If we’ve done our job meeting project budget, you will not have even noticed it. By proactively mitigating risks minimizes them from occurring and lessens their impact. Nurturing an open honest collaborative project culture cultivates open honest discussions. Our internal control approach includes the project team meeting before the project starts to discuss each team member’s roles and responsibilities. Part of this discussion includes how many hours they have to complete their tasks. Once the project starts, we use Deltek Vision accounting software for our timekeeping, invoicing, and monthly cost reporting. We communicate this information with you on a regular basis. We are committed to communicating all budget concerns so you will not experience surprises. Our team has managed all of our projects this way for the past 13 years with much success. ●●●●●

Provide Project Close Out within 30 Days of Final Acceptance

- ▲ Once under contract, Cheryl will discuss with CDOT their expectations of our documentation effort and jointly establish a filing system and schedule when certain items need to be in their system. Todd and Lydia will review the 250 requirements with Terracon and establish an action plan. Terracon has been a part of the J-U-B CM team for 13 years, which will produce seamless communication and expectations. ●●●●●
- ▲ Meeting this goal begins the first day we are under contract. After Cheryl’s conversation with CDOT’s Kyle Ralston, she will develop a documentation checklist with Todd. The project team will review it at every weekly meeting and before processing each pay estimate. The checklist verifies that every test and documentation item is completed at the correct time for payment. ●●●●●
- ▲ At our initial meeting with the Contractor, we will establish expectations, review the documentation checklist and review Buy America requirements so expectations can be set with their subcontractors and suppliers, especially with items such as the waterline items, sign posts, street lighting elements, and concrete pavement dowel baskets. ●●●●
- ▲ Cheryl is our gatekeeper for documentation flow – nothing is missed. She knows CDOT’s expectations, particularly Kyle’s, which streamlines the ongoing documentation during the project as well as the project closeout process. ●●●●
- ▲ Lydia will record placed quantities and review with the Contractor on a daily basis. This avoids delays in processing the estimate and verifies daily that the correct amount of testing and certifications have been completed. ●●●●
- ▲ We expedite the period between Substantial Completion and Final Acceptance. We maintain and share a “working punch list” with the Contractor before Substantial Completion to facilitate their completion efficiently and economically. ●●●●●

Project Team

Our entire team is CDOT-certified and has constructed multiple Local Agency Federal-Aid projects. With the combination of our Construction Services Group (CSG) in our Colorado and Utah offices, our CSG has over 200 years of combined construction experience with core experts on certain project elements. Jeff Morgan is one of these core experts on waterline installations with his 30-year career as a construction manager and water operator for a large water conservancy district. We will have Jeff attend our preactivity meeting and have him available for consultation on inspections and field issue resolution. Terracon has been part of our CM team on literally hundreds of projects and is our go to firm for material testing. This relationship enhances our ability to meet the City's success goal of **"Communication, Trust, and Belief in the Team is Needed to Succeed."**



Personnel

Todd Gunderman, PE | Construction Services Manager | Colorado-049303



30 Years' Experience

Construction Services Manager

J-U-B ENGINEERS, Inc.
2008 – Present

Project Engineer

Tighe & Bond, Inc.
2006 – 2008

Project Manager

Crane Construction
Northwest
2004 – 2006

Project Manager

Edward Kraemer & Sons, Inc.
2003 – 2004

Project Superintendent

Washington Group
International
1994 – 2003

Bridge Project Engineer

CALTRANS
1991 – 1994

Education

BS, Civil Engineering
University of Massachusetts
- Lowell, 1991

Role:

Todd will be the liaison between your staff, the contractor, and CDOT. His main objective will be to reduce your workload and stress through proactive risk mitigation, constant communication, and a commitment to building long-term relationships with the City's staff. Duties will include managing the material documentation effort, coordination with CDOT's Local Agency coordinator, conducting weekly meetings, monitoring the Contractor's schedule and budgets, and negotiating, analyzing, and drafting change orders.

Benefit to the City:

Todd has worked in the construction industry for 30 years, both as a Contractor and an owner's advocate. A portion of his Contractor experience included being a project superintendent for the Concrete Pavement Group on the I-15 Reconstruction Design-Build Project in Utah. This will provide the City with an experienced eye to the details that produce a long lasting pavement. As well as providing constructible solutions to field issues and analysis of change order requests from a contractor perspective to verify their fairness. This reinforces our ability to meet the City's success goal of "**Minimizes** change orders with thorough planning/risk mitigation." He has managed multiple CDOT Local Agency projects along with more than 50 federal aid projects for other state transportation departments. Todd knows Region 4's Local Agency coordinators' expectations, especially with their change order process. This experience has given Todd the expertise to, first and foremost, help protect your project funding by streamlining the change order review process.

Similar Project Experience:

Roadway Repairs, Flood Recovery, Town of Lyons, CO/HUD (2020);

Construction Manager – Roadway reconstruction on multiple town streets, which included storm drain and waterline improvements, new sidewalk, curb and pedestrian ramps, and guardrail replacement.

Utica & Humboldt Street Slope Stabilization and Resurfacing, Boulder

County, CO (2019); Construction Manager – J-U-B is performing construction management and inspection services for this HUD funded project in the Town of Ward. Project elements included constructing a 300-foot-long Gabion wall to provide slope stabilization on the main road through the Town, replacing storm drainage and reconstructing Utica and Humboldt Street. The pavement designs were completed in December 2017 and pavements had experienced increased pavement failure. Todd led a value engineering effort and developed a solution to perform six feet of Full Depth Reclamation (FDR) with fiber reinforced Hot Mix Asphalt. The addition of fiber to the HMA mix design extends pavement life and reduces life-cycle costs, which added a huge benefit for the Town of Ward; since these streets experience extreme weather conditions, and the Town does not have funds to provide for pavement maintenance.

Todd Gunderman, PE | Construction Services Manager | Colorado-049303



Lefthand Canyon Drive at Glendale Gulch, Boulder County, CO (2019);

Construction Manager – J-U-B performed construction management and inspection services for this HUD funded project. This project required extending the existing box culvert to widen the existing roadway so that the existing horizontal curve could be flattened to enhance the safety of the corridor. Other project elements included new guardrail, wingwall extensions, boulder walls and rip rap to upgrade scour protection on the existing box culvert and roadway. As soon as the Contractor was awarded the project, Todd worked closely with them to value-engineer a solution that dealt with switching the box culvert design from precast to cast-in-place. This solved a conflict with the overhead power line and the need for a large crane to set the precast culvert sections. This solution also allowed the project to start sooner without having the long lead time for precast.

North County Line Road over Little Thompson River Crossing, Boulder County, Longmont, CO (2018); Construction Manager

– J-U-B performed the construction management and inspection services for this Local Government FEMA-funded Emergency Relief project. This road was washed out during the 2013 flooding. The replacement was a reinforced concrete low flow river crossing structure to protect the existing 60" CMP culverts, installation of additional rip rap, and 350' of reinforced PCCP on the roadway.

Platt Middle School Safe Routes to School: CDOT, Boulder County, CO (2017);

Construction Manager – J-U-B performed construction management and inspection services for this Local Agency Federal-Aid Safe Routes to School project. The project included constructing a sidewalk and bikeable curb and gutter across from the Platt Middle School to provide the students a safe route to school on busy Baseline Road. Other project elements included constructing a cast-in-place retaining wall around an existing historic irrigation box culvert, a new storm drain system, and relocating a bus shelter. Project challenges included maintaining a safe work environment for the students, workers, and traveling public, coordinating with the school, adjacent residents, and an irrigation canal company.

East County Line Road Bridge over Boulder Creek: CDOT, Boulder County, CO (2017); Construction Manager

– J-U-B performed construction management and inspection services for this Local Agency Federal-Aid Emergency Relief Bridge Repair project. This bridge suffered scour damage during the 2013 flooding. This project constructed a larger wing wall that was founded on drilled caissons, placed 1500 cy of rip rap on the riverbanks, abutments, and around the center bridge pier. The County also used its own funding to replace the bridge guardrail and retrofit the abutments by constructing concrete bridge corbels at both abutments and repaired spalled concrete. Project challenges included intensive dewatering effort, maintaining water quality, wetland protection and monitoring swallows that had nested on the bridge. We were able to close out this project in record time with our dedication to document control. CDOT's civil rights auditor quoted, "A HUGE shout out to Cheryl- the organization of documentation was stellar. Thank you!!"



Jeff Meis | Construction Manager Assistant



7 Years' Experience

Construction Manager
J-U-B ENGINEERS, Inc.
2022 – Present

Project Engineer
Kraemer North America
2018 – 2022

**Anatomical Pathology
Lab Technician**
UC Health,
AnSchutz Campus
2016 – 2018

Quality Control Manager
Vestas
2011 – 2015

Education

BS, Integrated Biology
University of Colorado
at Denver

AS, General Science
Casper College, Casper, WY

Role:

Jeff comes from a family of bridge builders, as his father and two older brothers have all been in the contracting business their entire lives. Jeff will provide assistance with resolving field issues, proactive work item planning, reviewing RFI's and submittals, assisting with conducting weekly meetings, and providing additional inspection efforts when needed.

Benefit to the City:

Jeff has worked as a contractor field engineer for the past three years on CDOT projects as can be seen below. This contracting experience gives him the ability to look ahead of contractor's schedules to stay ahead of potential risks or conflicting work, which strengthens our ability to meet the City's success goal of "Completes **ahead of schedule**." His expertise in environmental compliance and knowledge of the CDOT process will keep our project armored from risks associated with SWMP issues or any other environmental commitments. Jeff has been managing a large waterline distribution project for Johnstown the past few months that includes over 37,000 LF of various sizes and required bores. This brings direct related experience to this project with resolving challenges such as waterline supply shortages, utility conflicts and phasing testing requirements.

Similar Project Experience:

North I-25 Express Lanes DB CDOT (2018 - 2022); Field Engineer – Mobility hub construction oversight including walls, pedestrian concrete box culvert, electric vehicle charging stations, underdrains, traffic control, temporary drainage, cost estimating, constructability design, stakeholder coordination, quantity tracking, and daily diaries. Site supervisory audits, weekly, safety-critical construction plans for bridge demolitions and girder erections. Participated in plan constructability reviews and major change orders, tracking of weekly labor and bid item quantities. Developed look-ahead schedules, assisted internal design engineers with bridge overhang design, girder erection and demolition plans, field design changes, requests for information, submittals, and transmittals. Conducted project aerial photography and developed the drone program within Kraemer. Supported all crews associated with assigned structures, providing guidance, scheduling, financial management, productivity, and all other applicable construction logistics. Managed environmental requirements.

I-25 South GAP CMGC CDOT (2018 - 2022); Field Engineer – Oversaw all environmental aspects of this CDOT CMGC project on behalf of Kraemer North America, including stormwater compliance, biological resources, prairie dog management, historical and archaeological surveys, contractor environmental management, and fulfilling all permit requirements.

Cheryl Turner | Construction Document Specialist | UDOT CEMT Certified



9 Years' Experience

Construction Document Specialist
J-U-B ENGINEERS, Inc.
2016 – Present

Education

Medical Assistant,
Bryman School

Role:

Cheryl will be the sole source for all documentation to flow through, which promotes project file organization, makes team members accountable, and provides rapid project closeouts that will help ensure funding continuity. She works directly with CDOT's Local Agency coordinator on all CDOT requirements and is very adept at LCP tracker and B2G. Cheryl will continuously work with the Contractor throughout the project to help ensure their compliance. She manages the pay estimate spreadsheet, enters quantities, and distributes it for signatures and final processing. She also assists Todd to ensure the project's documentation needs list is current and that no estimate is approved until all necessary documentation requirements are met.

Benefit to the City:

Cheryl is highly versed in federal aid documentation gained through more than 50 projects over the past nine years. She has well-established working relationships with Region 4's Local Agency coordinator and their Civil Rights staff. The ultimate benefit of having Cheryl as part of our team is that we can all sleep better knowing the pay estimates are handled with no mistakes every month, documentation is in place before payments, and project closeout was started on day one. This leads us to meeting the City's success goal of "Comes in **under budget**."

Similar Project Experience:

- 71st Street Shoulders/Multi-use Path, Boulder County/CDOT/City of Boulder
- North 83rd Street Bridge over Little Thompson River – Boulder County
- East County Line Road/Weld County Road 1 Bridge over Saint Vrain Creek – Boulder County/CDOT
- Platt Middle School Safe Routes to School – Boulder County/CDOT
- Williams Fork Trail Multi-Modal Sidewalk – Boulder County/CDOT
- East County Line Road Bridge over Boulder Creek – Boulder County/CDOT
- Old Saint Vrain Road Bridge over South Saint Vrain Creek – Boulder County
- North County Line Road Little Thompson River Crossing – Boulder County
- 95th Street Reconstruction Segment #2 – Boulder County
- 47th Avenue Turn Lane – City of Greeley
- Lefthand Canyon Drive at Glendale Gulch – Boulder County/HUD
- Prairie Ridge Trail and Trailhead – City of Loveland/CWF

Lydia Stegall | Senior Construction Inspector | CDOT Inspector Certified



28 Years' Experience

Senior Construction Inspector

J-U-B ENGINEERS, Inc.
2017 – Present

Inspector II

Adams County
Government
2014 – 2017

Senior Inspector

Jefferson County
Public Works
2000 – 2014

Role:

Lydia is a Senior Construction Inspector and will be responsible for inspecting the quality of all of the Contractor's work by determining compliance with plans and specifications, SWMP, and traffic control requirements. She will schedule Terracon for all material testing needs, be present for the testing, and review the testing reports. Lydia has completed many CDOT Local Agency projects and knows all the up-to-date required CDOT field documentation and material testing frequencies. She will keep a daily log (including photos) of the Contractor's activities, and perform Davis-Bacon wage interviews.

Benefit to the City:

Lydia is our core expert for the CSG when it comes to roadway projects, especially those that follow CDOT Local Agency requirements. Before joining J-U-B, Lydia worked as an operator, snowplow driver, and construction inspector at the Missouri Department of Transportation (MDOT)/Jefferson County Highway Department for more than 23 years. Her background in overall public service gives her the detailed knowledge necessary to protect the City's interests, enhance public perception, and mitigate long-term pavement maintenance issues on this project. By having Lydia on our project everyday allows us to meet the City's success goal of "**Addresses concerns** of affected Residents and Businesses."

Similar Project Experience:

Roadway Repair Project; CDBG, FEMA, Town of Lyons, CO (2020);

Construction Inspector – J-U-B performed the construction management and inspection services for this Local Agency FEMA- HUD funded roadway repairs within the Town. These repairs included full depth replacement of the pavement, mill and overlay of certain sections, storm drain improvements and new concrete curb and sidewalk.

37th Street Connector & Monroe Roundabout; City of Loveland, CO (2020);

Construction Inspector – Performed rebar inspection and concrete pour on bridge deck.

Utica & Humboldt Street Slope Stabilization and Resurfacing, Boulder

County, CO (2019-2020); Construction Inspector – The inspection of gabion rock basket wall installation, storm drainpipe installation, inlets, roadway reclamation, roadway milling, paving, striping, and signs.

Lefthand Canyon at Glendale Gulch, Boulder County, CO (2019); Construction

Inspector – The inspection of the box culvert extension and backfill, new roadway reclamation and paving, new guardrail installation, signs, and striping.

North County Line Road over Little Thompson River Crossing, Boulder

County, Longmont, CO (2018); Construction Inspector – J-U-B performed the construction management and inspection services for this Local Government FEMA-funded Emergency Relief project. This road was washed out during the 2013 flooding. The replacement was a reinforced concrete low flow river

Lydia Stegall | Senior Construction Inspector | CDOT Inspector Certified



crossing structure to protect the existing 60" CMP culverts, installation of additional rip rap, and 350' of reinforced PCCP on the roadway.

Arterial and Collector Capital Maintenance Construction; Ada County Highway District, ID (2018); Construction Inspector – Inspection on roadway reclamation, roadway milling, paving roadways and striping for the Ada County.

Cameron Street/Fairfield Avenue/Alpine Street Construction; Ada County Highway District, ID (2017); Construction Inspector – Inspection for roadway milling, new sidewalks and ADA ramps, asphalt paving, storm drain installation, irrigation lines, landscaping, signs, and striping.

Dry Creek Ranch Phase 1, Boise Hunter Homes (2017-2018); Construction Inspector – Inspection of water lines and storm drain installation, and water pressure test.

Mountain Home Air Force Base Water Supply, Mountain Home Air Force Base (2017); Construction Inspector – Helped with Inspection for light installation, asphalt milling, and asphalt paving.

Ontario Airport AIP 13 and 15, Ontario Airport (2017); Construction Inspector – Helped out with asphalt paving inspection.

Oaks South Subdivision Phases 5 and 6 (2018); Construction Inspector – Helped with surveying, lay out for water lines, storm drains, sewer lines, and roadways.

Hexon Bridge Repair, Notus-Parma Highway District (2017); Construction Inspector – Inspection on new pier installation.

Caven Ridge East Subdivision Phase 1 (2018); Construction Inspector – Helped with surveying, layout for water lines, storm drains, sewer lines, and roadways.

Payette Lakes Recreational Water and Sewer District Reuse Implementation (2017); Construction Inspector – Helped with surveying, layout for water lines, storm drains, sewer lines, and roadways.

Winfield Springs Subdivision Phase 1 (2018); Construction Inspector – Helped with surveying, layout for water lines, storm drains, sewer lines, and roadways.

Aspens Subdivision No. 5 (2018); Construction Inspector – Helped with surveying, layout for water lines, storm drains, sewer lines, and roadways.

Roundtree Road Subdivision (2018); Construction Inspector – Helped with surveying, layout for water lines, storm drains, sewer lines, and roadways.

Kenwood Outfall, Adams County (2016-2017); Construction Inspector – Inspection for Adams County for the installation of an 84" RCP Storm Drain, new sidewalks and ADA Ramps, asphalt paving, waterline relocations, signs and striping.

Chip Seal, Street Paving and Misc. Concrete; Adams County (2015 & 2016); Construction Inspector – Inspection for Adams County for the Yearly Chip Seal, Street Paving and Misc. Concrete Programs.



Duane Burdick | Senior Construction Inspector | CDOT Inspector Certified



30+ Years' Experience

Senior Construction Inspector
J-U-B ENGINEERS, Inc.
2019 – Present

Education

AA, Design
Front Range
Community College

Role:

Duane has been in the construction industry for his entire career. He started out building custom homes throughout northern Colorado for a private developer and then started his own business doing the same for over ten years. This is where he honed his collaboration and communication skills dealing with homeowners, architects, city building officials, and utility companies on a daily basis. Duane moved on to the heavy civil construction industry and worked for Flatiron Corporation as a structure superintendent. While working there, he gained significant experience with constructing bridges and roadways.

Duane's contractor experience provides a huge benefit as the owner's advocate on construction projects. Duane has the vision and knowledge of how projects are built and utilizes this to proactively assist the project team with avoiding and mitigating risks. He knows what it takes to build quality into every element of the project and works closely with the contractor to exceed the owner's expectations. Duane has the personal skills to ease the stress of the project stakeholders and is adaptable with his communication abilities to match all personalities involved in a project. Duane holds many job safety certifications, which provides the project with added value by keeping a close eye on safety and keeping workers and the public safe.

Similar Project Experience:

HWY 392 & Colorado Blvd Intersection Improvements and Trail project, Town of Windsor, CO (2021); Construction Inspector – This project included widening of the intersection, installation of a new Traffic Signal system, 10' concrete trail with a 140' pedestrian Bridge over the Poudre River.

Williams Fork Trail Multi-Modal Sidewalk Connections, CDOT, Boulder County, CO (2019-2021) Construction Inspector – Constructability services, construction management and inspection services for this roadway reconstruction project that included constructing a 10' concrete sidewalk to provide students a safe route to school as well as connect to multiple trails in the area. Other project elements included replacing sections of PCCP roadway that were in disrepair, replacing curb and gutter, and updating the pedestrian ramps to ADA requirements.

95th Street Reconstruction Segment #2; Boulder County, CO (2019) Construction Inspector – Construction management and inspection services for this roadway reconstruction project that included four miles of full-depth roadway widening, full depth reclamation of sections of roadway, and mill and overlay. This project also included new storm drain, guardrail, and all new signage along the corridor.

47th Avenue Turn Lane, City of Greeley, CO (2019); Construction Inspector – Construction inspection and administrative services for this turn lane improvement project that included full depth turn lane widening on 47th Avenue, reconstruction of pedestrian ramps, and new striping.

Eva Rojas, PE | Construction Management Assistant | Colorado-55894



Role:

Eva is a registered professional engineer with a passion for infrastructure and developing communities. Prior to joining J-U-B in 2020, Eva worked at the City of Greeley in diverse roles and worked alongside many of its departments to serve the residents through the implementation of engineering projects. She understands the processes that government entities have regarding their engineering projects, their funding, and their citizens.

Similar Project Experience:

44th Avenue and Centerplace Dr Construction, City of Greeley, CO (2021);

Construction Admin. Engineer – Support to City staff during bidding and construction. Submittal and Design Changes review. Construction Assistance. Project Closeout.

95th Street Reconstruction, Boulder County, CO (2020 - ongoing); Project

Engineer – Analysis and optimization of proposed culvert installation in a large arterial reconstruction/overlay corridor. Coordination with hydraulic engineers, roadway design, plan preparation. Utility Coordination. Plan Preparation. Environmental Coordination.

WCR 19/46.5A Bridge, Weld County, CO (2020- ongoing); Project Engineer

– Bridge replacement and road widening of a county road. Utility and Right of Way Coordination. Subconsultant coordination. SUE investigation observance. Environmental measures coordination. Plan production, cost estimates and overall assistance to project manager.

WCR 54/13A Bridge, Weld County, CO (2020- ongoing); Project Engineer

– Bridge replacement and road widening of a county road. Utility and Right of Way Coordination. Subconsultant coordination.

Broadview Acres Phase 2 & 3 Design Revisions, City of Greeley, CO

(2020-Ongoing); Project Engineer – Updates to design due to nearby widening of road and updated design standards as a CDOT local agency project. Utility relocation coordination.

15 Years' Experience

Project Engineer

J-U-B ENGINEERS, Inc.
2020 – Present

Design Build Engineer

Kiewit Infrastructure
Engineers
2019 – 2020

Civil Engineer/Staff Engineer

City of Greeley, CO
2014 – 2019

Planner I

Regional Municipality of
Wood Buffalo, Canada
2013 – 2014

Urban Designer

Canada Wald Designs, China
2012

Field/Office Engineer Intern

Hansel Phelps
Construction Company
2007 & 2008

Education

MPlanning (Urban Design)

University of Calgary
Canada, 2013

BS, Civil Engineering

North Dakota State
University, 2010

Jeff Morgan | Construction Inspector | Inspection General Level IV



30+ Years' Experience

Construction Inspector
J-U-B ENGINEERS, Inc.
2018 – Present

District Inspector
Weber Basin Water
Conservancy District
2004 – 2017

Role:

Prior to joining J-U-B, Jeff worked for more than thirty years at Weber Basin Water Conservancy where he worked in many capacities with his final 14 years being spent working as a District Inspector. Jeff was involved in the inspection and construction management of various pipeline projects, the drilling, equipping and rehabilitation of several culinary wells and the seismic upgrade of two water treatment plants. Jeff also managed the installation of four phases of secondary meters in existing services as well as many developments and subdivisions being constructed.

Similar Project Experience:

UDOT/Hwy 89 Reconstruction, Central Davis Sewer District, UT (2020-ongoing); Construction Inspector – Project included relocation installation of Central Davis sewer pipelines. Also, drawing review prior to construction.

UDOT/Hwy 89 Reconstruction, Weber Basin Water, UT (2019-ongoing); Construction Inspector – Project included relocation of both Weber Basin Water culinary water and Bureau of Reclamation secondary irrigation pipelines. Also, drawing review prior to construction as well as protection of existing and newly installed infrastructure during third party utility installation.

4700 South/4800 South to 5100 South Roadway and Utility Reconstruction, Hooper City, UT (2018-2019); Construction Inspector – Project included 1550LF of complete roadway reconstruction with 8" sanitary sewer, 12" secondary water, 8" culinary water, curb, gutter & sidewalk. Jeff supported public involvement efforts with stakeholders within limits of the project.

4700 W. Roadway Project, Hooper City, UT (2018); Construction Inspector – Installation of approximately 5000 lf of 12 inch PVC secondary waterline. Project included in-stall of casings under Howard Slough and Hooper Canal.

Water System Improvements, Clinton City, UT (2018); Construction Inspector – 16" PVC waterline in city streets. Included two pressure reducing vaults.

A detailed description of effort and list of deliverables to be provided can be found in our separate scope and fee attachment.

These tasks include, but are not limited to:

- Meetings and coordination
- Review and approve and track submittals
- Review and address RFIs
- Review and coordinate any requested change orders
- Review and track pay applications FHWa required documentation
- Review and track all testing and other CDOT 250 documentation
- Coordinate all testing
- Daily inspections
- Compile and organize CDOT-
- Maintain project records
- Track schedule
- Conduct final punch list walk-through
- Assist City staff with PM efforts

Deliverables will include:

- Full project documentation
- CDOT 250 book



J-U-B acknowledges and approves the construction schedule provided in the RFP by the City of Evans.

37th Street Widening Ph1 CM Services		
Bid / Construction Schedule		
Task	Start Date	Duration (Days)
Advertise Date	February 10, 2022	1
On the Street	February 11, 2022	6
Pre-Proposal Meeting	February 17, 2022	1
Proposal Preparation	February 18, 2022	27
Proposal Submit	March 17, 2022	1
Proposal Review	March 18, 2022	11
CC Meeting and Award	March 29, 2022	1
Contract Paperwork/CDOT	March 30, 2022	91
NTP	June 29, 2022	5
Construction	July 4, 2022	80
Substantial Completion	September 22, 2022	13
Final Completion	October 5, 2022	1
CDOT Project Paperwork	October 6, 2022	183
CDOT Project Close-out	April 7, 2023	1
Total Workdays		66

Highway 6 MMOF | Town of Palisade



Project Details:

Budget: \$1.3M

Completed: Expected April 2022

Project Reference:

Janet Hawkinson

Town of Palisade Town Manager

970-296-0468, jhawkinson@townofpalisade.org

Project Description:

J-U-B is performing construction management and inspection services for this **CDOT Local Agency Federal-Aid project**. The project involved widening Highway 6 to include a landscaped median and a detached sidewalk for a safe route to school. Other project elements included both **full-depth roadway widening replacement, new ADA pedestrian ramps**, storm drain improvements, and new rapid flashing beacons at the new school crossings.

North 71st Street Shoulders and Multi-Use Path | Boulder County Public Works



Project Details:

Budget: \$2.4M

Completed: Expected 2022

Project Reference:

Colton Coughlin

Boulder County Engineer, PM

406-544-2894, ccoughlin@bouldercounty.org

Project Description:

The **J-U-B/Terracon team** performed construction management, inspection services, and material testing for this **CDOT Local Agency Federal-Aid project**. The project involved widening 71st Street to include bikeable shoulders and construction of a ten-foot-wide **concrete trail**. This required the widening of an existing irrigation canal bridge, which consisted of building new bridge abutments and setting new precast deck panels. Other project elements included both **full-depth roadway widening replacement**, mill and overlay, **new sidewalk, 13 new ADA pedestrian ramps**, guardrail replacement, storm drain improvements, and a new traffic signal at the intersection of 71st Street and Lookout Boulevard.



SH392 and Colorado Boulevard – Trail, Bridge, and Roadway Improvements | Town of Windsor



Project Details:

Budget: \$1.3M
Completed: 2021

Project Reference:

Curtis Templeton
Town of Windsor PM
970-518-9780, ctempleman@windsorgov.com

Project Description:

J-U-B assisted the Town of Windsor with construction management and inspection services for this intersection widening and trail project. The project included a **full widening** of the SH-392 and Colorado Boulevard intersection with a new traffic signal system and the construction of a ten-foot-wide **concrete trail** along Colorado Boulevard that included a 140-foot single-span pedestrian bridge over the Cache la Poudre River founded on drilled concrete caissons. This project also included rip rap bank protection and MSE Block retaining walls for the bridge. All work performed in the intersection required collaboration with Tim Bilobran at CDOT's Permit Unit, especially during the phasing of the traffic signal changes.

Williams Fork Trail Multi-Modal Sidewalk Connections | Boulder County Public Works



Project Details:

Budget: \$380K
Completed: 2019

Project Reference:

Colton Coughlin
Boulder County Engineer, PM
406-544-2894 , ccoughlin@bouldercounty.org

Project Description:

The **J-U-B/Terracon team** performed constructability services, construction management and inspection services for this **CDOT Local Agency Federal-Aid Safe Routes to School** project. The project included constructing a 10' **concrete sidewalk** to provide students a safe route to school as well as connecting to multiple trails in the area. Other project elements included replacing sections of **PCCP roadway** that were in disrepair and updating the pedestrian ramps to ADA requirements.



95th Street Reconstruction Segment #2 | Boulder County Public Works



Project Details:

Budget: \$4.1M
Completed: 2019

Project Reference:

Dan DeLange
Boulder County Engineer, PM
303-579-5291, ddelange@bouldercounty.org

Project Description:

The **J-U-B/Terracon team** performed construction management and inspection services on this County funded roadway reconstruction widening project. The project includes four miles of **full depth widening, full depth reclamation of sections of roadway** and mill and overlay. This project also included new storm drain, guardrail and all new signage along the corridor. Project challenges included project phasing to keep lanes open at all times as this is a heavily traveled roadway, intense coordination with multiple residents, businesses, active farms, and a church.

East County Line Road/Weld County Road #1 at St. Vrain Creek | Boulder County Public Works



Project Details:

Budget: \$3.5M
Completed: 2014

Project Reference:

Kristine Obendorf
Boulder County Engineering Division Manager, PM
303-903-2642, kobendorf@bouldercounty.org

Project Description:

The **J-U-B/Terracon team** performed an accelerated design, and construction management and inspection services for this **CDOT Local Agency Federal-Aid** Emergency Relief Bridge Replacement project. This bridge was destroyed during the 2013 flooding. The replacement was a 276' three-span bridge with precast box culvert girders with a composite deck. This bridge was the first permanent emergency repair project constructed after the 2013 floods. The project was designed and constructed within a 15-month time period, an impressive feat that required extraordinary communication and cooperation. Project challenges included monitoring American Bald Eagles, wetland protection, utility relocations, and intensive coordination that included two separate counties, City of Longmont Parks and Open Space, an irrigation company, third-party utilities and adjacent residents. Despite these challenges and through an extensive partnering effort, **bridge removal and replacement and a quarter mile of roadway reconstruction was completed in 56 days**. This project was the recipient of the 2015 Colorado APWA Disaster or Emergency Construction and Repair for Large Communities.

EXHIBIT A – Request for Proposals Receipt Acknowledgement

Contractor hereby acknowledges receipt of the City of Evans Request for Proposals (RFP) and acknowledges that they have read and agree to be fully bound by all of the terms, conditions, and other provisions set forth in the RFP. Additionally, the Contractor hereby makes the following representations to the City of Evans:

- a. All of the statements and representations made in this proposal are true to the best of my knowledge and belief.
- b. I further agree that the method of award is acceptable to my company.
- c. I also agree to complete the proposed Agreements with the City of Evans within thirty (30) days of notice of award.
- d. If contract is not completed and signed within thirty (30) days, City reserves the right to cancel and award to the next highest rated firm.
- e. I acknowledge receipt of 1 addenda.

Firm Name: J-U-B ENGINEERS, Inc.
Physical Address: 4745 Boardwalk Dr. Bldg D, Suite 200,
Fort Collins, CO 80525
Remit to Address: 4745 Boardwalk Dr. Bldg D, Suite 200,
Fort Collins, CO 80525
Phone: 970-377-3602
Authorized Agent of Firm Name: Todd Gunderman, P.E.
Signature of Authorized Agent: 
Primary Contact for Project: Todd Gunderman, P.E.
Title: Construction Services Group Manager
Email Address: tgunderman@jub.com
Phone: 970-377-3602
Cell Phone: 801-641-8951

Exhibit A

Exhibit B
Schedule of Charges

J-U-B Engineers, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

FOR
37th Street Widening Phase 1
City of Evans, CO

Scope of Services, Schedule, and Basis of Fee
March 17, 2022

PROJECT UNDERSTANDING

The Service Request items are detailed in Part 1 to perform the Construction Management and Inspection services for the 37th Street Widening Phase 1 project. The project includes widening 37th Street and a portion of 47th Avenue to be a 4-lane Arterial with a 2-lane roundabout at the intersection. This project is a CDOT Local Agency project, and their requirements shall govern the project.

PART 1 – PROFESSIONAL SERVICE REQUEST

- A. **Basic Services** – J-U-B's Basic Services under this Request are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. The following abbreviations are used in this scope:

J-U-B – J-U-B Engineers, Inc.

CMI – Construction Management and Inspection

Specific scope items are based upon Exhibit C of the RFP and described below.

1. Plans and specification review/setup project files
 - a. Scope of Services:
 - i. CMI team members will review plans and specifications, right of way contracts and environmental commitments. The team members will compare the plans to CDOT's Form 250 & Material Testing Requirements and develop a documentation needs list based upon the project pay items and documentation requirements.
 - b. Deliverables:
 - i. Documentation needs list
2. Pre-Construction Meeting & Coordination
 - a. Scope of Services:
 - i. CMI team members will begin coordinating with the City of Evans staff on establishing roles, responsibilities and expectations. J-U-B will initiate a meeting with the awarded contractor prior to the Pre-Construction Meeting. This is the first step towards a collaborative project. The purpose is to informally meet the team members and discuss expectations, project concerns and jointly establish project goals.
 - ii. J-U-B will coordinate and notify by email all interested parties regarding attendance to a pre-construction conference. This will occur prior to contractor mobilization on the project. The interested parties will include City of Evans, CDOT, the Contractor, Subcontractors, and affected agencies. J-U-B will conduct the Pre-Construction Meeting and prepare and distribute meeting minutes to all attendees.
 - b. Deliverables:
 - i. Pre-Construction Meeting Agenda & Minutes

3. Coordination/weekly Meetings
 - a. Scope of Services:
 - i. J-U-B will schedule and conduct a weekly project coordination meeting with City of Evans, CDOT and the Contractor to discuss the project schedule and resolve project related issues. 16 meetings are anticipated for this project based upon the stated 80 working day Contractor schedule limit. J-U-B will address concerns that arise from the Contractor, stakeholders and affected agencies during construction.
 - ii. J-U-B will coordinate with all stakeholders, CDOT, affected agencies and third party utilities.
 - b. Deliverables:
 - i. Meeting Agenda & Minutes (16 each)
4. Negotiate, Prepare and Process Change Orders
 - a. Scope of Services:
 - i. J-U-B will prepare and justify change orders, provide negotiation meetings for change orders and keep complete and accurate documentation using CDOT change order forms. J-U-B will obtain City and CDOT approval prior to processing all change orders. Our hours are based on two change orders being required.
 - b. Deliverables:
 - i. Change Orders (2 each)
5. Review and Approve Contractor Submittals
 - a. Scope of Services:
 - i. J-U-B will review any submittals and shop drawings from the Contractor and verify compliance with specifications. J-U-B will review the Contractor's Critical Path Method (CPM) baseline and monthly updated schedules. This work plan is based upon an 80 working day construction timeline. Therefore, it is anticipated 4 schedules will be reviewed. J-U-B will review and track requests for information (RFI's) submitted by the contractor.
 - b. Deliverables:
 - i. Review of submittals and RFI's
6. CDOT Administrative Documentation
 - a. Scope of Services:
 - i. J-U-B will provide current electronic and hard copy documentation in a format that is agreeable to City and will be submitted at the end of the project. J-U-B will review certified payrolls using the LCP tracker, work with contractor on correcting deficiencies and project filing. We will verify that CDOT Local Agency Documentation requirements are being fulfilled to meet DBE, subcontractor and prompt payment requirements. Our Observer will conduct employee interviews as required and review the project Bulletin Board for adherence to CDOT's requirements. J-U-B will prepare the required final forms for closeout per the Local Agency Checklist, coordinate and respond to CDOT review comments as necessary for final acceptance.
 - b. Deliverables:
 - i. CDOT Project Documentation
7. Project Accounting
 - a. Scope of Services:
 - i. J-U-B will document pay quantities and perform a quality check of the entries and verify the calculations. J-U-B will prepare monthly partial estimates in a format acceptable to the City of Evans. J-U-B will provide estimates to the Contractor for review and approval. J-U-B will then submit the estimates to the City of Evans for processing (once per month). 4 partial estimates are

anticipated for this project. Payment will be made in accordance with the contract documents and specifications. J-U-B will prepare the final estimate at the end of project in a format acceptable by the City of Evans. J-U-B will provide the estimate to the Contractor for review and approval. Following Contractor approval, J-U-B will submit the estimate to the City of Evans.

- b. Deliverables:
 - i. Partial Pay Estimates (4 each)
 - ii. Final Pay Estimate
 8. Observe Construction (80 Working Days)
 - i. Scope of Services:
 - i. J-U-B will actively observe the Contractor's work with regard to the plans and specifications. J-U-B will provide sufficient observation and documentation to confirm that the Contractor is constructing the project per the contract requirements. J-U-B anticipates the Contractor will be working eight-hour days, five days a week for 16 weeks. The total amount of observation hours is an estimate based upon this assumption and the stated requirement of full time inspection for 60 calendar days (45 working days) and half time inspection for the remainder (35 working days) . The construction observer will make periodic checks of plan lines and grades. They will measure quantities and review with the Contractor. J-U-B will monitor the Contractor's traffic control and safety effort. The observer will review the Contractor's compliance to the project SWMP and notify them of any non-compliant issues.
9. Field Documentation
 - a. Scope of Services:
 - i. The construction observer will complete a daily report to document construction activities and field issues. J-U-B will prepare weekly time count reports and provide a copy to the Contractor for signature. J-U-B will collect and assemble weigh tickets and concrete tickets. All reporting of material inspection and testing will be completed as outlined in the CDOT's Field Materials Manual and the project's form 250 and 379.
 - b. Deliverables:
 - i. Construction Observation Daily Reports (80 each)
 - ii. Weekly Time County Reports (16 each)
 - iii. Form 266 for all bid items
 - iv. Red lined as-built plan set
10. Final Inspection and Follow-up
 - a. Scope of Services:
 - i. J-U-B will coordinate and conduct a final inspection with City of Evans, CDOT, the Contractor and affected agencies. J-U-B will prepare minutes and a punch list and distribute to attendees. J-U-B will periodically observe the Contractor's effort to complete the punch list items to verify their completion. An 8-hour observation effort is estimated for this part of the task.
 - b. Deliverables:
 - i. Punch List
11. CDOT Material Documentation
 - a. Scope of Services:
 - ii. J-U-B will provide current electronic and hard copy documentation in a format that is agreeable to City & CDOT and will be submitted at the end of the project. J-U-B will review materials documentation before processing the monthly partial pay estimates to verify that CDOT Local Agency Documentation requirements are being fulfilled. J-U-B will prepare the project material files for closeout, prepare forms 250 and 379 with the required backup documentation,

- coordinate and respond to CDOT review comments as necessary for final acceptance.
- iii. Terracon will perform the quality acceptance testing on materials and reporting for the project under contract with the City. J-U-B will coordinate directly with Terracon for testing schedule and will review their reports.
- b. Deliverables:
 - i. Completed CDOT forms 250 and 379

PART 2 – SCHEDULE OF SERVICES

- A. The following table summarizes the anticipated schedule for the identified Basic Services based upon schedule and specifications in the RFP.

Task Name	Anticipated Schedule
Notice of Award	March 2022
Contractor’s Notice To Proceed	July 2022
Contractor’s Substantial Completion	October 2022
Contractor’s Final Acceptance	November 2022
Completion of project and closeout	April 2023

PART 3 – BASIS OF FEE

- A. The hours and fees for each task are presented on the attached spreadsheet.

Task Number	Task Description	Construction Manager Todd Gunderman	Construction Manager Assistant Jeff Meis	Senior Construction Observer Lydia Stegall	Document Specialist Cheryl Turner	Administration	Total Labor	Task Total	Total
		\$215.00	\$170.00	\$150.00	\$125.00	\$77.00			
Pre-Construction Activities									
1	Plans and specification review/setup project files	4	2	2	4	2	\$2,154.00	\$2,154.00	
2	Pre-Construction Meeting & Coordination	20	20	4	4		\$8,800.00	\$8,800.00	
	Hour Subtotal	24	22	6	8	2		Subtotal	\$10,954.00
Construction Engineering Management									
3	Coordination/weekly Meetings	80	40		30		\$27,750.00	\$27,750.00	
4	Negotiate, Prepare and Process Change Orders	16	4		4		\$4,620.00	\$4,620.00	
5	Review and Approve Contractor Submittals		30				\$5,100.00	\$5,100.00	
	Hour Subtotal	96	74	0	34	0		Subtotal	\$37,470.00
Project Administration									
6	CDOT Project Documentation	4			80		\$10,860.00	\$10,860.00	
7	Project Accounting	2			20	6	\$3,392.00	\$3,392.00	
	Hour Subtotal	6	0	0	100	6		Subtotal	\$14,252.00
Field Inspection									
8	Observe Construction (80 working days)			650			\$97,500.00	\$97,500.00	
9	CDOT Field Documentation			60			\$9,000.00	\$9,000.00	
10	Final Inspection and Follow-up	4	4	8			\$2,740.00	\$2,740.00	
11	CDOT Material Documentation	40	10		20		\$12,800.00	\$12,800.00	
	Hour Subtotal	44	14	718	20	0		Subtotal	\$122,040
	Total Hours	170	110	724	162	8		TOTAL	\$184,716.00

Exhibit C

Special Provisions Required by §§ 8-17.5-101 et seq., C.R.S.

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens. §

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. 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

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall 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. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.