



**PUBLIC WORKS DEPARTMENT**  
**MEMORANDUM # 2014 – 26**

DATE: May 12, 2014  
TO: Honorable Mayor Joyce Downing and City Council Members  
FROM: John Pick, City Manager   
David Willett, Director of Public Works   
SUBJECT: Council Resolution CR-46  
2014 On-Call/Emergency Ditch & Creek Channel Maintenance Contract

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**BACKGROUND**

The On-Call Emergency Ditch & Creek Channel Maintenance contract provides for emergency repairs or debris removal to the open channel creek and ditch system (not including any open channel that is part of a recognized irrigation ditch system) in situations where the field conditions require equipment or expertise unavailable to the Public Works Department. In addition, the City is required to have pre-established rates for labor and equipment from contractors performing work in order to qualify for Federal Emergency Management Agency (FEMA) funding in the event of a natural disaster.

The original contract was for the second half of 2013, with a maximum of three one-year extensions (2014, 2015, and 2016), each at a potential price rate increase equal to the annual change in the Denver-Boulder-Greeley Consumer Price Index (CPI). The current CPI is 2.8%.

The original contract was awarded to Grounds Service Company, Inc. for 2013. Staff recommends extending the contract for 2014. The contractor has not proposed any price increases for this year.

The standard on-call trade contractor agreement is attached, for reference. Exhibit B reflects the prices for 2014.

**BUDGET/TIME IMPLICATIONS**

The proposed contract would be funded from the 2014 Stormwater Fund, Stormwater Operations/Property Services account.

**RECOMMENDATION**

Attached to this memorandum is a Resolution that, if approved, would:

- 1) Authorize the Mayor to execute a contract between the city of Northglenn and **Grounds Service Company, Inc** for the 2014 On-Call/Emergency Ditch & Creek Channel Maintenance Contract in the amount not to exceed **\$30,000.00**.

Staff recommends approval of the proposed Resolution.

**STAFF REFERENCE**

Kent Kisselman, PE – PW Superintendant for M&O  
Pam Acre, CSM – Stormwater Coordinator

[kkisselman@northglenn.org](mailto:kkisselman@northglenn.org) or 303.450.4005  
[pacre@northglenn.org](mailto:pacre@northglenn.org) or 303.450.8792

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-46  
Series of 2014

\_\_\_\_\_  
Series of 2014

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND GROUNDS SERVICE COMPANY FOR THE 2014 ON-CALL/EMERGENCY DITCH & CREEK CHANNEL MAINTENANCE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agreement between the City of Northglenn and Grounds Service Company, attached hereto, in an amount not to exceed \$30,000 for the 2014 On-Call/Emergency Ditch & Creek Channel Maintenance is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**ON CALL TRADE CONTRACTOR AGREEMENT FORM**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_ between the City of Northglenn, Colorado (the "CITY") and Grounds Service Company ("CONTRACTOR").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the CITY and CONTRACTOR agree as follows:

Section 1. Scope of Work. CONTRACTOR shall perform all On-Call/Emergency Ditch & Creek Channel Maintenance in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and material therefor (the "Project").

Section 2. Agreement Amount. In accordance with the provisions of Section 5 hereof, the CITY shall pay CONTRACTOR for the performance and completion of work requested by the CITY via a Written Notice to Proceed on a particular repair task, in a total amount not to exceed Thirty Thousand Dollars (\$30,000.00).

Section 3. Required Documents. CONTRACTOR will provide performance and payment bonds and a certificate of insurance naming the CITY as an additional insured for purposes of said Project within ten (10) days after the date of the NOTICE OF AWARD.

Section 4. Contract Documents Defined. The term "CONTRACT DOCUMENTS" means and includes all items set forth in Exhibit A and Exhibit B of the RFP documents.

Section 5. Agreement on an "On-Call" Basis. Subject to the limitations as to compensation set forth in Section 2, CONTRACTOR shall commence work upon receipt of a written Notice to Proceed on a particular repair task. Invoices will be itemized and include an hourly breakdown for all personnel, dates of work performed, which repair task the work was performed on, and any other charges.

Section 6. Payment. The CITY will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required herein, following a written Notice to Proceed on a particular repair task.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_  
Joyce Downing Date  
Mayor

ATTEST:

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Johanna Small CMC  
City Clerk  
APPROVED AS TO FORM:

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Corey Y. Hoffmann                  Date  
City Attorney

Contractor:

By: Randy Dzman                  4/8/2014  
Signature                                  Date  
Randy L Dzman  
Print name  
Grounds Service Company  
Title

ATTEST:

By: Maureen Kelly                  4-8-14  
Signature                                  Date  
Maureen Kelly  
Print name  
Secretary  
Title

FAM ACRE  
Name of City's Project Manager

**SCHEDULE A – TRASH AND DEBRIS REMOVAL**

2014

**RATE SCHEDULE**

To That On-Call Trade Contractor Agreement  
Between the City of Northglenn ("City") and  
Grounds Service Company ("Contractor")

Rate Schedule	Available Units	Site Assessment Response/Mobilization Time	
		Urgent – 24 Hours	Maintenance– 5 Business Days
Description		Cost per Unit (\$)	

<b>Labor</b>			
Supervisor	1	50.00/HR	40.00/HR
Foreman	2	45.00/HR	35.00/HR
Crew Member	3-10	40.00/HR	30.00/HR
Equipment operator	5	40.00/HR	30.00/HR

<b>Equipment Transport</b>			
Mobilization	As Required	150.00 /HR	100.00HR

<b>Equipment</b>			
Chainsaw	4	45.00HR	35.00/HR
Dump Truck (2 Ton)	2	75.00HR	65.00/HR
Dump Truck (6ton)	2	85.00/HR	75.00HR
Tandem Dump Truck	1	95.00/HR	85.00/HR
Tree and Brush Chipper	1	65.00/HR	55.00/HR
Weed Eater	12	45.00HR	35.00/HR
Back Pack Spray w/ Rodeo	5	55.00/HR	45.00HR
Spray Rig-Weed Control	2	85.00/HR	75.00/HR
Chemical			Cost at 25%
Wheel Loader	1	130.00/HR	120.00/HR
Skidsteer - Bobcat 853	2	80.00/HR	70.00/HR
Backhoe	1	95.00/HR	85.00/HR
Tractor w/ 6' Bushog	1	75.00/HR	65.00/HR
Tractor w/ 15' mower	1	110.00/HR	90.00/HR

Rate Schedule	Available Units	Site Assessment Response/Mobilization Time	
		Urgent – 24 Hours	Maintenance– 5 Business Days
Description		Cost per Unit (\$)	

Materials			
Bid supplied as needed			

Travel Time			
Operator plus Equipment			75.00/HR

Miscellaneous			
Disposal Fee	as needed		Receipt+20%
Bid supplied as needed			

**SCHEDULE A – SEDIMENT REMOVAL  
2014**

**RATE SCHEDULE**

To That On-Call Trade Contractor Agreement  
Between the City of Northglenn ("City") and  
Grounds Service Company ("Contractor")

Rate Schedule	Available Units	Site Assessment Response/Mobilization Time	
		Urgent – 24 Hours	Maintenance– 5 Business Days
Description		Cost per Unit (\$)	

<b>Labor</b>			
Supervisor	1	50.00/HR	40.00/HR
Foreman	2	45.00/HR	35.00/HR
Crew Member	3-10	40.00/HR	30.00/HR
Equipment Operator	5	40.00/HR	30.00/HR

<b>Equipment Transport</b>			
Mobilization	As Required	150.00 /HR	100.00HR

<b>Equipment</b>			
Tandem Dump Truck	1	95.00/HR	85.00/HR
Dump Truck (2 Ton)	2	75.00HR	65.00/HR
Dump Truck (6ton)	2	85.00/HR	75.00HR
Skidsteer Loader	2	80.00/HR	70.00/HR
Backhoe	1	95.00/HR	85.00/HR
Mini Excavator	1	100.00/HR	90.00/HR

Rate Schedule	Available Units	Site Assessment Response/Mobilization Time	
		Urgent – 24 Hours	Maintenance– 5 Business Days
Description		Cost per Unit (\$)	

Materials			
Bid supplied as needed			

Travel Time			
Operator and Equipment			75.00/HR

Miscellaneous			
Bid supplied as needed			



**SCHEDULE A – MOWING OPERATIONS  
2014**

**RATE SCHEDULE**

To That On-Call Trade Contractor Agreement  
Between the City of Northglenn ("City") and  
Grounds Service Company ("Contractor")

Rate Schedule	Available Units	Site Assessment Response/Mobilization Time	
		Urgent – 24 Hours	Maintenance– 5 Business Days
Description		Cost per Unit (\$)	

<b>Labor</b>			
Supervisor	1	50.00/HR	40.00/HR
Foreman	2	45.00/HR	35.00/HR
Crew member	3-10	40.00/HR	30.00/HR
Equipment Operator	5	40.00/HR	30.00/HR

<b>Equipment Transport</b>			
Mobilization	As needed	150.00/HR	100.00/HR

<b>Equipment</b>			
Tractor Mower	2	75.00/HR	65.00/HR
Stander Mower	4	55.00/HR	50.00/HR
Tractor Mower 15'	1	120.00/HR	100.00/Hr
Weed Eater	12	45.00/HR	35.00/HR

Rate Schedule	Available Units	Site Assessment Response/Mobilization Time	
		Urgent – 24 Hours	Maintenance– 5 Business Days
Description		Cost per Unit (\$)	

Materials			
Bid supplied as needed			

Travel Time			
Operator and Equipment			75.00/HR

Miscellaneous			
Bid supplied as needed			

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR  
CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Grounds Service Company  
(Prospective Contractor)

TO: City of Northglenn  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

Project Name On-Call Ditch Maintenance Contracts

Bid Number N/A

Project No. Cont# 2014-061

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 8 day of April, 2014

Prospective Contractor Grounds Service Co

By: Rafael D. [Signature]

Title: Manager - Grounds Service Co.