

## City Council Action Report

To: Mayor and City Council  
From: Steve Zoet, Parks, Recreation and Cultural Services Director  
Subject: 2006 Right Of Way (ROW) Maintenance Contract  
Date: July 13, 2006  
Strategic Council Goals: Goal #5 – Clean and Beautiful City, Goal #2 – Fiscally Responsible Government

### **Background:**

- In 2004 the City of Northglenn released several Parks Maintenance and Operations personnel. To compensate for the loss of work force staff began to look at alternative ways to accomplish the same work load without hiring additional employees.
- It was determined that outsourcing some of the ROW mowing and perennial bed maintenance may be a good solution and alternative to hiring personnel.
- Staff reviewed all parks related maintenance practices and developed a plan that would allow for ROW mowing and some perennial bed maintenance to be accomplished by outside contract.
- The bid was advertised through all normal means and, although receiving several pre-bid inquiries, only one bidder, American Civil Constructors, submitted a conforming bid.
- Award of this contract will aid staff in their efforts to assure a Clean and Beautiful City while being Fiscally Responsible as established by Council goals.

### **Budget/Financial Considerations:**

- All funds for award of this contract would come out of the 2006 Parks operating budget where sufficient funds have been appropriated.
- Staff requests that Council approve this contract and expenditure of funds not to exceed \$95,000.00.

### **Legal Considerations:**

- Council is within its legal purview to approve this contract.


### **Policy Considerations:**

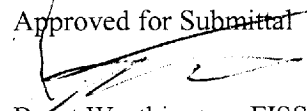
- Approval of this contract will allow the city to cost-effectively maintain public grounds and ROW without increasing personnel.

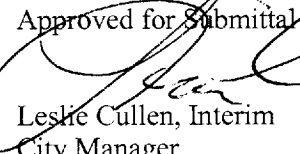
### **Recommended Action:**

- Authorize the Mayor to approve a contract with American Civil Constructors in an amount not to exceed \$95,000.00.

**References:** References were contacted and favorable reviews were provided by Jefferson County and the City of Lakewood and are attached for your review. Additionally, we have contracted the services of ACC the past two years for similarly related duties and have been pleased with their performance.

Respectfully Submitted,  
  
Steve Zoet, Parks, Recreation  
and Cultural Services Director

Approved for Submittal  
  
Brent Worthington, FISS  
Director

Approved for Submittal  
  
Leslie Cullen, Interim  
City Manager

COUNCIL ACTION

PASSED: \_\_\_\_\_ FAILED: \_\_\_\_\_ TABLED: \_\_\_\_\_

**AGREEMENT**

**PROJECT NAME: 2006 NORTHGLENN LANDSCAPE MAINTENANCE CONTRACT**

**PROJECT NUMBER: 2006 IFB - 10      PROJECT MANAGER: Jim Urland**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Northglenn, hereinafter called "CITY", and American Civil Constructors, Inc., hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the project named:

**"2006 NORTHGLENN LANDSCAPE MAINTENANCE CONTRACT"**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor supervision, and other services necessary for the completion of the PROJECT described herein.

3. The 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 10 days after the date of the NOTICE OF AWARD.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum NOT TO EXCEED \$ 95,000.00, or as shown in the BID schedule. The CONTRACTOR will commence the work within 7 calendar days after the date of NOTICE TO PROCEED. The CONTRACTOR will complete the work by December 31, 2006, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The term "CONTRACT DOCUMENTS" means and includes all items as set forth in Section 1.01 of the General Conditions.

6. 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 by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in TWO copies, each of which shall be deemed an original on the date first above written.

CITY:  
City of Northglenn  
By \_\_\_\_\_  
Name Kathleen M. Novak  
Title Mayor

ATTEST:

Name Diana L. Lentz, CMC  
Title City Clerk

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

(SEAL)  
ATTEST:

W Todd Smith  
W TODD SMITH  
Name (Please Print or Type)  
Title ASST SECRETARY

CONTRACTOR:  
By \_\_\_\_\_  
Name Todd Smith  
(Please Type or Print)  
Title Vice President  
Address \_\_\_\_\_

**ADDITIONAL PROVISIONS FOR STANDARD CITY SERVICES CONTRACT \***

**21. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

**22. VERIFICATION REGARDING ILLEGAL ALIENS:** Contractor has verified or attempted to verify through participation in the basic pilot program of the United States Government that Contractor does not employ any illegal aliens or Contractor verifies that Contractor has not been accepted into the basic pilot program prior to entering into this Contract. Contractor further verifies that if Contractor has not been accepted in to the basic pilot program of the United States Government, Contractor will apply to participate in the basic pilot program of the United States Government every three months until Contractor is accepted or this Contract is completed, whichever is earlier. [CRS 8-17.5-102(2)(b)(I).]

**23. LIMITATION REGARDING BASIC PILOT PROGRAM:** Contractor shall not use basic pilot program procedures to undertake preemployment screening of job applicants while performing this Contract. CRS 8-17.5-102(2)(b)(II).]

**24. DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS:** If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

(a) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. CRS 8-17.5-102(2)(b)(III)(A) & (B).]

**25. DUTY TO COMPLY WITH STATE INVESTIGATION:** Contractor shall comply with any reasonable request of the Colorado Department of Labor and

Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5). CRS 8-17.5-102(2)(b)(IV).]

**26. DAMAGES FOR BREACH OF CONTRACT:** In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any paragraph numbered twenty-one (21) through twenty-five (25) inclusive, Contractor shall be liable for actual and consequential damages to the City.

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

FROM: American Civil Constructors Inc.  
(Prospective Contractor)

TO: CITY OF NORTHGLENN  
c/o CIP Coordinator  
11701 Community Center Drive  
Northglenn, Colorado 80233

Project Name 2006 Northglenn Landscape Maintenance Contract

Bid Number 2006 IFB-10

Project No. \_\_\_\_\_

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 and that I (we) have participated in or attempted to participate in the basic pilot program of the United States Government in order to verify that I (we) do not employ any illegal aliens.

Executed this 11<sup>th</sup> day of July, 2006.

Prospective Contractor American Civil Constructors Inc.

By: [Signature]

Its: Vice President  
Title

*(Insert the Individual, Corporate or Partnership Certificate as appropriate)*

**From:** "Kyle Newmyer" <KNewmyer@co.jefferson.co.us>  
**To:** <marado@northglenn.org>  
**Date:** 6/28/2006 11:36 am  
**Subject:** ACC reference

Mark,

Jefferson County has contracted the services of American Civil Constructors for mowing medians and road right-of-way the past two growing seasons. So far the experience has been positive: The crews do good work and the supervisors are responsive when we have a complaint or concern.

Let me know if you need anything else.

Kyle Newmyer  
Grounds Maintenance Supervisor  
Jefferson County Road and Bridge



**City of Lakewood**  
**Department of Public Works**  
**Maintenance Division**

850 Parfet Street  
Lakewood, Colorado 80215-5508  
(303) 987-7950  
(FAX) 987-7961

To Whom It May Concern:

The City of Lakewood Maintenance Division has used ACC since the early 90's for snow and ice control. In early 2000 we acquired their services in keeping the Cities gulches clear of tree debris.

ACC has always given us quality work at a reasonable cost and the work has always been completed in a timely matter.

You can rest assured that your project will receive this level of attention. If you need any further information please feel free to contact me.

Sincerely,

Ken Cornelius

A handwritten signature in black ink that reads "Ken Cornelius".

Stormwater Maintenance Tech  
303-987-7949