

**TOWN OF EMPIRE, COLORADO  
RESOLUTION 24-22**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF EMPIRE  
APPROVING AN AGREEMENT FOR ENGINEERING SERVICES WITH JVA INC.**

**WHEREAS**, pursuant to C.R.S. §§ 31-15-101, *et seq.*, the Town of Empire (the “Town”) may enter into agreements for any lawful municipal purpose;

**WHEREAS**, JVA Inc. (the “Contractor”) currently serves as the Town Engineer subject to an existing agreement for on-call engineering services (the “Services”);

**WHEREAS**, the Town is in need of additional engineering services;

**WHEREAS**, the Board of Trustees for the Town of Empire (the “Board”) wishes to update the scope of work for the Services by approving the Letter of Agreement attached hereto as Exhibit A and incorporated herein by this reference (the “Agreement”) to provide the terms and conditions upon which Contractor will continue to provide the Services to the Town; and

**WHEREAS**, the Board of Trustees for the Town of Empire (the “Board”) wishes to approve the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF EMPIRE as follows:**

**Section 1.** The above recitals are incorporated herein by reference.

**Section 2.** The Board hereby:

- (a) Authorizes the Mayor to execute the Agreement on behalf of the Town and for the Town Clerk to attest their signature; and
- (b) Further authorizes the Mayor, in consultation with the Town Clerk and Town Attorney, to take all necessary actions to implement the Agreement.

**Section 3.** This Resolution shall take effect immediately upon adoption.

**ADOPTED this 16th day of July, 2024.**

TOWN OF EMPIRE

BY:

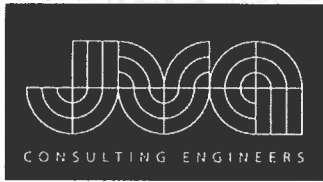
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Wendy Koch, Mayor

ATTEST:

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Liza Kunze, Town Clerk



## Exhibit A

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

June 10, 2024

[www.jvajva.com](http://www.jvajva.com)

Ms. Wendy Koch, Mayor  
Town of Empire  
P.O. Box 100 – 311 E. Park Ave.  
Empire, CO 80438

Reference: Town of Empire 2024 Waterline Replacement Project  
Letter Agreement for Construction Phase Services

Dear Wendy:

JVA, Inc. is pleased to present this letter agreement to the Town of Empire (Town) for construction administration services for the 2024 Waterline Replacement Project. The project includes the installation of approximately 4,300 LF of 8-inch and 6-inch water mains, 1,400 LF of water services, select waterline crossings of HWY 40 and the paving of Main Street. The project was bid on June 6, 2024, with the following results;

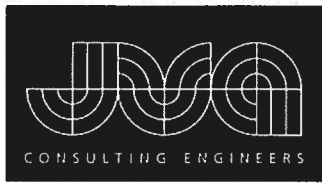
Engineers Estimate	\$ 2.04 million
Bear Excavating	\$ 2.24 million
ESCO	\$ 3.05 million
SMH West	\$ 3.07 million

Contract negotiations are proceeding with Bear Excavating.

The scope of work is based on the following assumptions. The primary point of contact during construction will be Robert Anderson, with back-up from Zach Ferguson and Josh McGibbon.

### ASSUMPTIONS

1. Construction Administration
  - a. 6-month construction contract to final completion.
  - b. Coordinate Preconstruction Meeting
  - c. Attendance at weekly meetings – assume 5 months (20 meetings)
  - d. Provide field observations (average three times/week). Assume one of the observation days will coincide with the weekly meeting. Town staff will provide additional support.
  - e. Review submittals and/or shop drawings
  - f. Answer request for information (RFI's)
  - g. Review pay applications
  - h. Assist with acquiring CDOT HWY 40 Utility Permits
  - i. Evaluate Change Orders and provide recommendation to the Town
  - j. Prepare As-builts from contractor mark-ups
  - k. Assist with final close-out documentation for Town & Funding Agency

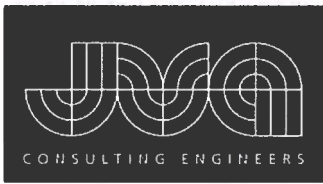


2. Materials Testing (Martinez Associates)
  - a. Standard Proctor, Atterberg Limits & Gradation (12 samples)
  - b. Piping and paving field density tests (50 trips)

## **SCOPE OF SERVICES**

The scope of services for Construction Administration (CA) are detailed in the following. The CA includes both office and field engineering services during construction and project closeout.

1. JVA will coordinate a pre-construction meeting. We will prepare an agenda and distribute minutes following the meeting.
2. JVA will review product and material submittals for conformance with the construction documents. Submittals will be received, reviewed and returned electronically with an electronic submittal review stamp. JVA will maintain and update the submittal review log accordingly.
3. JVA will attend weekly construction meetings and review construction progress while on site. Contractor is required to administer the meetings.
4. JVA will perform periodic construction observation for the installation of water mains, water services and paving. JVA will prepare site observation reports for distribution to the Town for every site visit. (average of three visits per week including weekly meeting)
5. JVA has subcontracted with Martinez Associates to provide the laboratory and field materials testing services for the pipe trenching and pavement.
6. JVA will review monthly pay applications, construction progress and provide a recommendation of approval or corrections to the Town.
7. JVA will prepare responses to Request for Information (RFI). The intent of the RFI is to provide clarification and detail to facilitate construction progress. JVA will notify the Town of any RFI project cost implications.
8. If there is a change in contract price or contract schedule, the contractor will submit the change request in writing for JVA to review. If accepted by the Town, JVA will prepare a Work Change Directive (WCD) documenting the change in contract conditions. Once a certain number of WCDs are accumulated, JVA will prepare a formal Change Order that will combine the WCD's to date. The Change Order will be sent to the Town and contractor for signature.
9. Following project completion, JVA will prepare record drawings of the "as-built conditions" based on the contractor mark-ups. Two hard copies along with electronic pdf and AutoCAD drawings will be submitted to the Town.



- 10. JVA will attend the substantial completion walk through and generate a punch list and Certificate for Substantial Completion. JVA will coordinate with the contractor for completing the punch list items for Final Completion. Once all the punch list items are completed, JVA will recommend to the Town final payment and release of retainage for project closeout. JVA will provide the Town with closeout documentation.
- 11. JVA will assist the Town with project completion documentation for the funding agency.

**BASIS OF PAYMENT**

The basis of payment for the scope of work described above will be monthly billings based on the Time and Materials expended to date to a Not-to-Exceed amount of \$185,000. The fee breakdown is summarized below.

Construction Administration Services	
JVA – Construction Administration	\$ 140,000
Martinez – Materials Testing	\$ 38,000
JVA - Reimbursable Expenses	<u>\$ 7,000</u>
TOTAL FEE	\$ 185,000


These fees are based upon the assumptions and scope of services documented in this letter proposal. Services resulting from significant changes to the assumptions will be considered additional services and may require additional fees. The fee does not include water quality sampling, construction surveying, or major design modifications.

We anticipate the contractor will mobilize by the end of June 2024 with projected substantial completion in November 2024.

We appreciate the opportunity to continue to serve the Town and look forward to a successful project. If you have any questions about this letter or the scope described herein, please do not hesitate to con tact me. If you are in agreement with this proposal, please indicate by signing below and returning a copy to our office, confirming authorization to proceed. We have assumed the general conditions of our on-call agreement will apply.

Sincerely,  
JVA, INCORPORATED

Accepted by:  
TOWN OF EMPIRE

By:   
Robert Anderson, P.E.  
Senior Project Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_