



1199 Bayfield Parkway ◦ P.O. Box 80 ◦ Bayfield, CO 81122 ◦ (970) 884-9544

MEMORANDUM

TO: THE HONORABLE MAYOR AND BOARD OF TRUSTEES
FROM: KATHLEEN SICKLES, TOWN MANAGER
SUBJECT: BAYFIELD SHARED USE PATH BID TABLUATION
DATE: 3/28/2024

Shared Use Path (SUP): The SUP Award was \$1,025,070 attached. The Town has paid KLJ \$88,711 to date with a contract not to exceed \$89,742.34. The remaining funds total \$935,327 to cover a portion of the low bidder Jaynes Corp at \$1,024,540. An additional \$89,213 + construction oversight can be funded from the sidewalk budget. The bid tabulation is attached. It would be good to know if there is any opposition to proceeding with award documents that will come back to the Board April 16, 2024.



COLORADO
Department of Transportation

Region 5
Traffic & Safety
3803 N. Main Avenue, Suite 100
Durango, CO 81301

September 1, 2020

Project Numbers: TAP M300-001, MTF M065-008
Project Codes: 23709, 24004
Project Name: Bayfield SUP Improvements

VIA EMAIL

Katie Sickles
Town Manager
Town of Bayfield
PO Box 80
Bayfield, CO 81122
ksickles@bayfieldgov.org

RE: Scoping and Clearance Letter for the Bayfield SUP Improvements Project

Dear Ms Sickles:

Below is a description of the clearance requirements necessary for the proposed Bayfield SUP Improvements Project based upon the Scoping Meeting held on August 3, 2020. Scoping meeting attendees were:

- Katie Sickles – Town Manager, Town of Bayfield
- Becky Eisenbraun – Bayfield Parks and Rec. Program Coordinator
- Kathleen Cathcart – Town Clerk, Town of Bayfield
- Jeremy Schulz – Public Works Director, Town of Bayfield
- Robert Shanks - CDOT Region 5 Local Agency Engineer
- David Seiler - CDOT Region 5 Survey
- Ralph Campano - CDOT Region 5 ROW

The Town of Bayfield was awarded State of Colorado Multi Modal Options Funds (MMOF) and Federal Highway Administration (FHWA) Transportation Alternatives Program (TAP) funds for construction only as follows:

TAP Funds (FY2021) (federal):	\$583,412
TAP Funds (FY2022) (federal):	\$192,980
MMOF Funds (state):	\$248,678
Town of Bayfield:	\$0
Total	\$1,025,070

All clearance work shall be conducted by qualified personnel.

Bid Results Summary - Bayfield Shared Use Path Improvements
Town of Bayfield, Colorado
Bid Opening 3/25/2024



KLJ Proj No. 2104-01400 / CDOT Proj No. TAP M300-001, MTF M065-008 / CDOT Proj Code 23709, 24004

Base Bid				ENGINEER'S ESTIMATE		JAYNES CORPORATION (1)			PAP, LLC		K&K Concrete, Inc.		NEIL'S EXCAVATION & GC, INC.	
Contract Item No.	Contract Item Long Description	Estimated Quantity	Unit	Unit Price	Total	Unit Price	Total (math correct)	Total (per bid)	Unit Price	Total	Unit Price	Total	Unit Price	Total
202-00200	Removal of Sidewalk	4,949	SY	\$ 24.00	\$ 118,776.00	\$ 11.61	\$ 57,457.89	\$ 57,473.00	\$ 15.00	\$ 74,235.00	\$ 10.00	\$ 49,490.00	\$ 15.00	\$ 74,235.00
203-00000	Unclassified Excavation	1,850	CY	\$ 25.00	\$ 46,250.00	\$ 25.14	\$ 46,509.00	\$ 46,509.00	\$ 25.00	\$ 46,250.00	\$ 25.00	\$ 46,250.00	\$ 60.00	\$ 111,000.00
203-01597	Potholing	20	HOUR	\$ 400.00	\$ 8,000.00	\$ 396.55	\$ 7,931.00	\$ 7,931.00	\$ 420.00	\$ 8,400.00	\$ 125.00	\$ 2,500.00	\$ 120.00	\$ 2,400.00
208-00002	Erosion Log Type 1 (12 Inch)	3,666	LF	\$ 7.00	\$ 25,662.00	\$ 5.72	\$ 20,969.52	\$ 20,960.00	\$ 6.37	\$ 23,352.42	\$ 8.00	\$ 29,328.00	\$ 7.50	\$ 27,495.00
208-00075	Pre-fabricated Vehicle Tracking Pad	1	EACH	\$ 6,000.00	\$ 6,000.00	\$ 2,832.00	\$ 2,832.00	\$ 2,832.00	\$ 19,566.75	\$ 19,566.75	\$ 11,000.00	\$ 11,000.00	\$ 22,362.00	\$ 22,362.00
208-00146	Pre-fabricated Concrete Washout Structure (Type 2)	1	EACH	\$ 3,800.00	\$ 3,800.00	\$ 1,118.00	\$ 1,118.00	\$ 1,118.00	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
208-00106	Sweeping (Sediment Removal)	80	HOUR	\$ 150.00	\$ 12,000.00	\$ 55.90	\$ 4,472.00	\$ 4,472.00	\$ 125.00	\$ 10,000.00	\$ 200.00	\$ 16,000.00	\$ 120.00	\$ 9,600.00
208-00207	Erosion Control Management	22	DAY	\$ 200.00	\$ 4,400.00	\$ 302.55	\$ 6,656.10	\$ 6,656.00	\$ 179.00	\$ 3,938.00	\$ 500.00	\$ 11,000.00	\$ 190.00	\$ 4,180.00
210-04050	Adjust Valve Box	1	EACH	\$ 750.00	\$ 750.00	\$ 1,416.00	\$ 1,416.00	\$ 1,416.00	\$ 850.00	\$ 850.00	\$ 1,200.00	\$ 1,200.00	\$ 850.00	\$ 850.00
212-01200	Landscape Restoration	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 4,615.00	\$ 4,615.00	\$ 4,615.00	\$ 15,000.00	\$ 15,000.00	\$ 32,250.00	\$ 32,250.00	\$ 15,000.00	\$ 15,000.00
240-00000	Wildlife Biologist	10	HOUR	\$ 150.00	\$ 1,500.00	\$ 173.30	\$ 1,733.00	\$ 1,733.00	\$ 160.65	\$ 1,606.50	\$ 275.00	\$ 2,750.00	\$ 184.00	\$ 1,840.00
250-00010	Environmental Health and Safety Management	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,243.00	\$ 5,243.00	\$ 5,243.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,500.00	\$ 6,500.00
304-06000	Aggregate Base Course (Class 6)	1,542	TON	\$ 50.00	\$ 77,100.00	\$ 63.48	\$ 97,886.16	\$ 97,887.00	\$ 55.00	\$ 84,810.00	\$ 45.00	\$ 69,390.00	\$ 70.00	\$ 107,940.00
304-09014	Aggregate Base Course (Special)	659	TON	\$ 50.00	\$ 32,950.00	\$ 78.18	\$ 51,520.62	\$ 51,518.00	\$ 60.00	\$ 39,540.00	\$ 36.00	\$ 23,724.00	\$ 80.00	\$ 52,720.00
403-00721	Hot Mix Asphalt (Patching) (Asphalt)	198	SY	\$ 170.00	\$ 33,660.00	\$ 84.97	\$ 16,824.06	\$ 16,825.00	\$ 45.00	\$ 8,910.00	\$ 155.00	\$ 30,690.00	\$ 80.00	\$ 15,840.00
607-11525	Fence (Plastic)	150	LF	\$ 5.00	\$ 750.00	\$ 4.43	\$ 664.50	\$ 665.00	\$ 4.10	\$ 615.00	\$ 10.00	\$ 1,500.00	\$ 4.70	\$ 705.00
608-00015	Detectable Warnings	120	SY	\$ 130.00	\$ 15,600.00	\$ 79.52	\$ 9,542.40	\$ 9,542.00	\$ 78.20	\$ 9,384.00	\$ 410.00	\$ 49,200.00	\$ 85.00	\$ 10,200.00
608-00006	Concrete Sidewalk (6 Inch)	4,972	SY	\$ 115.00	\$ 571,780.00	\$ 105.40	\$ 524,048.80	\$ 524,062.00	\$ 102.00	\$ 507,144.00	\$ 105.00	\$ 522,060.00	\$ 112.00	\$ 556,864.00
614-00026	Sign Panel (Class I) (Install Only)	6	LF	\$ 35.00	\$ 210.00	\$ 37.83	\$ 226.98	\$ 227.00	\$ 750.00	\$ 4,500.00	\$ 100.00	\$ 600.00	\$ 180.00	\$ 1,080.00
625-00000	Construction Surveying	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 19,805.00	\$ 19,805.00	\$ 19,805.00	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
626-00000	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 88,765.00	\$ 88,765.00	\$ 88,765.00	\$ 40,000.00	\$ 40,000.00	\$ 52,000.00	\$ 52,000.00	\$ 45,386.00	\$ 45,386.00
630-00000	Flagging	10	HOUR	\$ 60.00	\$ 600.00	\$ 40.80	\$ 408.00	\$ 408.00	\$ 33.60	\$ 336.00	\$ 60.00	\$ 600.00	\$ 50.00	\$ 500.00
630-00012	Traffic Control Management	107	DAY	\$ 1,300.00	\$ 139,100.00	\$ 185.20	\$ 19,816.40	\$ 19,816.00	\$ 790.00	\$ 84,530.00	\$ 675.00	\$ 72,225.00	\$ 955.00	\$ 102,185.00
630-80340	Pedestrian Barricade (ADA)	100	LF	\$ 70.00	\$ 7,000.00	\$ 3.06	\$ 306.00	\$ 306.00	\$ 65.13	\$ 6,513.00	\$ 46.00	\$ 4,600.00	\$ 33.00	\$ 3,300.00
630-80341	Construction Traffic Sign (Panel Size A)	4	EACH	\$ 80.00	\$ 320.00	\$ 39.75	\$ 159.00	\$ 159.00	\$ 68.55	\$ 274.20	\$ 60.00	\$ 240.00	\$ 42.00	\$ 168.00
630-80380	Traffic Cone	50	EACH	\$ 15.00	\$ 750.00	\$ 7.94	\$ 397.00	\$ 397.00	\$ 13.65	\$ 682.50	\$ 15.00	\$ 750.00	\$ 9.00	\$ 450.00
700-70010	F/A Minor Contract Revisions	1	F A	-	\$ 20,000.00	-	\$ 20,000.00	\$ 20,000.00	-	\$ 20,000.00	-	\$ 20,000.00	-	\$ 20,000.00
700-70023	F/A On-The-Job Trainee	1	F A	-	\$ 3,200.00	-	\$ 3,200.00	\$ 3,200.00	-	\$ 3,200.00	-	\$ 3,200.00	-	\$ 3,200.00
700-70380	F/A Erosion Control	1	F A	-	\$ 10,000.00	-	\$ 10,000.00	\$ 10,000.00	-	\$ 10,000.00	-	\$ 10,000.00	-	\$ 10,000.00
				TOTAL	\$ 1,276,158.00	TOTAL	\$ 1,024,522.43	\$ 1,024,540.00	TOTAL	\$ 1,074,637.37	TOTAL	\$ 1,081,547.00	TOTAL	\$ 1,219,000.00

(1) For Jaynes Corporation only, the yellow highlighted items show the extended total math correct vs the extended total as submitted on their bid

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **November 1, 2021** (“Effective Date”) between Town of Bayfield, Colorado (“Owner”) and KLJ Engineering LLC (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: CDOT Project No.: TAP M300-001, MTF M065-008, Project Code: 23709, 24004, Bayfield Shared Use Path (SUP) Improvements Project (“Project”).

Engineer’s services under this Agreement are generally identified as follows: See Exhibit A for scope of services (“Services”).

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: **6 months from the Effective Date**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in

writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Time & Materials not to exceed*

- A. Owner shall pay Engineer for Services as follows:
 - 1. A not to exceed amount of **\$89,742.34**.
 - 2. In addition to the not to exceed amount, reimbursement as shown in Exhibit C.
- B. The amount billed monthly for Engineer's Services will be based upon Engineer's actual time (hours), expenses, and materials charged to the project during the billing period and in accordance with Exhibit B, Budget Estimate. Mileage, plan copies and other incidental expenses are not typically charged to the Owner without prior written authorization.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1. Additional services must be approved in writing, by Owner, before Engineer performs said services.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the

2024 Capital Improvements

Department	Specific	Estimate	Description	Potential Grant	Fund Total
10-General	Admin	\$ 12,000	Technology Upgrades		
10-General	Admin	\$ 15,000	Harmann, Morlan and Stephenson Street Art	\$10,000	\$27,000
10-General	Fac and Ground	\$ 5,000	Parking Lot Curb Stops		
10-General	Fac and Ground	\$ 7,500	Way Finding Town Hall, PW and Senior Center		
10-General	Fac and Ground	\$ 1,000	Finish LED conversion		
10-General	Fac and Ground	\$ 10,000	ADA Ramp Replacement at Senior Center		
10-General	Fac and Ground	\$ 1,300	Park Shop Warehouse Storage (Ladder)		\$ 24,800
10-General	Police Dept	\$ 70,000	One (1) Patrol Marked Vehicle + Equipment		
10-General	Police Dept	\$ 8,000	Shipping Container One (1) newer container 40'		
10-General	Police Dept	\$ 5,000	Office Equipment		
10-General	Police Dept	\$ 6,000	Pistol Program		
10-General	Police Dept	\$ 10,200	3-Stalker RADAR Units		
10-General	Police Dept	\$ 129,000	Body Cameras SB23-217	\$25,000	\$228,200
10-General	Parks & Trails	\$ 50,000	Mesa Park 50'X50' Playground Shade Structure		
10-General	Parks & Trails	\$ 5,000	Gosney Park Update Irrigation System		
10-General	Parks & Trails	\$ 6,000	Bear Proof Trash Cans		
10-General	Parks & Trails	\$ 6,000	Park Benches & Tables		
10-General	Parks & Trails	\$ 5,000	Shade Trees		
10-General	Parks & Trails	\$ 1,505,000	Master Park Plan Development	GOCO-\$1,025,000	\$ 1,577,000
10-General	Culture R & R	\$ 4,400	Gym Floor Tarps		
10-General	Culture R & R	\$ 14,000	Portable basketball hoops		
10-General	Culture R & R	\$ 7,500	Movie Screen		\$ 25,900
			Total General Fund		\$ 1,882,900
30-Sewer	Treatment	\$ 342,375	Engineering and Contractor Nutrient Removal Final	ARPA	
30-Sewer	I&I	\$ 10,000	Sewer tap camera inspections		
30-Sewer	Treatment	\$ 35,000	Red Lion Master for Backup all HMI/Step Screen PLC replacement		
30-Sewer	Building/Grou	\$ 12,000	Side Walks/ rocks	\$200,000	
30-Sewer	Treatment	\$ 30,000	BDP Belt Press Rehabilitation		
30-Sewer	Vehicles	\$ 10,000	Back Hoe		
30-Sewer	Building/Grou	\$ 25,000	Road		
30-Sewer	Infrastructure	\$ 50,000	Dump station		
30-Sewer	Infrastructure	\$ 250,000	Sewer Tap/main replacement/rehabilitation		\$ 764,375
37-Stormwater/	Infrastructure	\$ 1,143,000	2024 Projects	USDA, EIAF, CWRPDA	\$ 1,143,000
50-Water	Building/Grou	\$ 15,000	Office Space		
50-Water	Infrastructure	\$ 120,000	Meter Replacement & Relocation		
50-Water	Treatment	\$ 100,000	Water Treatment Plant Standby Generator		
50-Water	Treatment	\$ 60,000	Filters 1, 2 & 3, Raw Water Strainer		
50-Water	Treatment	\$ 5,000	Replace solar b Batteries @ 900k Tank & Res		
50-Water	Vehicles	\$ 10,000	1/2 Truck bed		
50-Water	Building/Grou	\$ 5,000	Landscaping around plant		\$ 315,000
71-Streets	Street	\$ 40,000	Crack Seal		
71-Streets	Street	\$ 200,000	Surface Treatment		
71-Streets	Street	\$ 55,000	Line Striping		
71-Streets	Street	\$ 500,000	Street Reconstruction		
71-Streets	Vehicles	\$ 8,000	New Snow Plow		
71-Streets	Stormwater	\$ 25,000	Drainpan Day Lily and Sunflower		
71-Streets	Vehicles	\$ 8,000	Utility bed		
71-Streets	Building/Grou	\$ 6,000	Air compressor		
71-Streets	Building/Grou	\$ 8,000	Jumping jack and vibro plate		
71-Streets	Street	\$ 78,000	Wayfinding		
71-Streets	Street	\$ 2,000,000	East Intersection Signal	\$1,500,000	
71-Streets	Street	\$ 500,000	Pedestrian Crossing		
71-Streets	Sidewalks/Trai	\$ 525,000	Center Sidewalk Section Mill Street & \$25k Revitali	\$300,000	
71-Streets	Sidewalks/Trai	\$ 6,000	Historic Walking Tour	\$3,000	
71-Streets	Sidewalks/Trai	\$ 900,000	Bayfield Center SUP	\$900,000	\$ 4,859,000
Housing	Infrastructure	\$ 2,872,701	Cinnamon Heights Lots 12-41 Infrastructure		\$ 2,872,701
		\$11,836,976		\$2,938,000	\$11,836,976