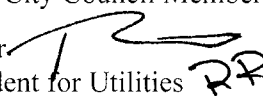



PUBLIC WORKS DEPARTMENT
MEMORANDUM #2013 – 07

DATE: January 28, 2013
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: David H. Willett, Acting City Manager 
Ray Reling, Public Works Superintendent for Utilities 
SUBJECT: CR-10; On-Call Utility Services
2013 Utility Emergency Response Contract

BACKGROUND

In January 2011 staff advertised a Request for Proposals (RFP) for the 2011-2012 Utility Emergency Response Contract in order to establish labor and equipment rates for emergency pipeline repairs. The RFP was issued for emergency repairs to the water, sewer, and storm conveyance systems 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.

On February 10, 2011, the City accepted nine (9) proposals for the 2011-2012 Utility Emergency Response Contract. The two lowest bidders, **C&L Water Solutions, Inc.** and **American West Construction, LLC** were selected. The contract specified two year unit pricing with the option of extended it one additional year. The City utilized both contractors in 2011 and 2012 and their work performance met the City's standards.

Copies of contract addendums for calendar year 2011 and 2012 are attached to this memo. C & L Water Solutions, Inc. did increase their rates for 2013, in accordance to the Denver-Boulder CPI (1.8%). American West Construction, LLC has no changes in their rates for 2013.

BUDGET/TIME IMPLICATIONS

There is available funding (\$80,000) in the 2013 Water and Wastewater Fund/Distribution and Collection/Property Services.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would authorize the Mayor to execute a contract addendum between the City of Northglenn and C&L Water Solutions, Inc. and between the City of Northglenn and American West Construction, LLC for the 2013 Utility Emergency Response Contract.

Staff recommends approval of the proposed Resolution.

STAFF REFERENCE

Ray Reling, Public Works Superintendent for Utilities

rreling@northglenn.org or 303.450.4049

Attachments:

2011 Resolution

2011-2012 Contracts, C&L Water Solutions, Inc and American West Construction, LLC

2012 Contract Addendum #1, C&L Water Solutions, Inc and American West Construction, LLC

2013 Contract Addendum #2, C&L Water Solutions, Inc and American West Construction, LLC

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-32
Series of 2011

11-31
Series of 2011

A RESOLUTION APPROVING AGREEMENTS BETWEEN THE CITY OF NORTHGLENN AND C&L WATER SOLUTIONS, INC. AND THE CITY OF NORTHGLENN AND AMERICAN WEST CONSTRUCTION, LLC FOR EMERGENCY PIPELINE REPAIRS

WHEREAS, the Department of Public Works has a need to perform emergency pipeline repairs to the water, sewer and storm conveyance systems from time to time; and

WHEREAS, the City of Northglenn desires to retain contractors to perform such emergency repairs on an as needed basis for projects that require equipment or expertise not available to the Public Works Department; and

WHEREAS, in order to qualify for Federal Emergency Management Agency (FEMA) funding for a natural disaster, the City is required to have pre-established rates for labor and equipment from contractors providing emergency repair work; and

WHEREAS, a Request for Proposals (RFP) for 2011 Utility Emergency Response Contract has been issued in order to establish labor and equipment rates for emergency pipeline repairs; and

WHEREAS, nine proposals were received in response to the RFP, and City Council desires to enter into agreements with two contractors to establish labor and equipment rates and to allow for flexibility in selecting the type of repair technique used for certain emergency pipeline repairs.

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


Section 1. The On Call Trade Contractor Agreement between the City of Northglenn and C&L Water Solutions, Inc., attached hereto as Exhibit 1, in an amount not to exceed \$60,000.00 for emergency pipeline repairs as needed is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

Section 2. The On Call Trade Contractor Agreement between the City of Northglenn and American West Construction, LLC, attached hereto as Exhibit 2, in an amount not to exceed \$60,000.00 for emergency pipeline repairs as needed is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this 14th day of April, 2011.

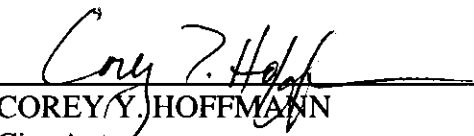

JOYCE DOWNING
Mayor

ATTEST:



JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:



COREY Y. HOFFMANN
City Attorney

ON CALL TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 14th day of April, 2011 between the City of Northglenn, Colorado (the "CITY") and C&L Water Solutions, Inc. ("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 **2011 Utility Emergency Response Contract – RFP 2011-01** in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials 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 Sixty Thousand Dollars (\$60,000.00).

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 Section 1.01 of the General Conditions.

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
Joyce Downing
Mayor 04.14.2011
Title Date

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann 4/14/11
Corey Y. Hoffmann, City Attorney

CONTRACTOR: WGL Water Solutions Inc

By: [Signature]

HARRY R LARSON

Print Name

President

Title

Date

ATTEST:

By: Chrystalla Larson

CHRISTALLA LARSON

Print Name

Secretary

Title

Date

City's Contract # _____

Amy Ward

Name of City's Project Manager

SECTION 004395 – REVISED BID SUMMARY

E/L Water Solutions, Inc.
(Company Name)

Hereby submits to the City of Northglenn, Colorado the following schedule as specified for the 2011 Utility Emergency Response Contract – RFP 2011-01.

Rate Schedule	Description	Available Units	Site Assessment Response/Mobilization Time		Cost Per Unit (\$)
			Critical - 2/8 Hours	Urgent - 8/48 hours	
Labor					
	Superintendent	2	65.00 /hr		65.00 /hr
	Foreman	4	53.00 /hr		53.00 /hr
	Flagger		18.75 /hr		18.75 /hr
	Traffic Control Specialist		45.00 /hr		45.00 /hr
	Pipe layer	4	47.00 /hr		47.00 /hr
	Operator	4	53.00 /hr		53.00 /hr
	Laborer	4	31.50 /hr		31.50 /hr
	Admin/R.O.W. Permit (1 hour per project)		35.00 /LS		35.00 /LS
Equipment Transport					
	Low boy transport	1	400.00 LS		400.00 LS
	Truck, trailer or combination transport	4	255.00 LS		255.00 LS
Equipment					
	Rubber Tired Backhoe – Model - 430 E	4	57.50 /hr		57.50 /hr
	Backhoe W/Vibratory Plate Compactor – Model -	1	83.00 /hr		83.00 /hr
	Skid Steer – Model - 5250	1	30.00 /hr		30.00 /hr
	Skid Steer w/Broom	1	43.00 /hr		43.00 /hr
	Wheel Loader – Small Model- FT 14	1	57.50 /hr		57.50 /hr
	Wheel Loader – Medium Model- L90				
	Wheel Loader – Large Model- L110				
	Excavator – Small Model- EIC 88				
	Excavator – Small (zero swing preferred) Model- EIC 88				
	Excavator – Medium Model- 318	1	65.00 /hr		65.00 /hr

Rate Schedule	Available Units	Site Assessment Response/Mobilization Time	
		Critical - 2/8 Hours	Urgent - 8/48 hours
Description	Cost Per Unit (\$)		
Equipment (continued)			
Excavator - Large Model- EC 360	1	100.00/hr	100.00/hr
Vibratory Compactor - Model- 48"	1	35.00/hr	35.00/hr
Sheepsfoot		41.00/hr	41.00/hr
Motor Grader - Model- NO BID			
Scraper - Model- NO BID			
Tractor with Disc - Model - NO BID			
Water Truck - 2500 gallon	1	56.00/hr	56.00/hr
Water Truck - 4,000 gallon		103.00/hr	103.00/hr
Water Truck - 6-8,000 gallon			
Dump Truck - 10 Wheel	1	85.00/hr	85.00/hr
Dump Truck - 6 Wheel	4	36.75/hr	36.75/hr
Pickup Truck/1 ton and less	6	21.00/hr	21.00/hr
Pickup Truck/2 ton			
Generator - Greater than 30 KW	3	38.00/hr	38.00/hr
Trash Pump - 3 inch	4	12.00/hr	12.00/hr
Trash Pump - 4 inch		14.00/hr	14.00/hr
Trash Pump - 6 inch	1		
Other equipment:			
LEAK LOCATOR	1	168.00/hr	168.00/hr
Shoring Boxes (4x6x11)	3	210.00/day	210.00/day
Shoring Cans	3	210.00/day	210.00/day
Jumping Jack Compactors	3	79.00/day	79.00/day
VAC TRAILER	1	168.00/hr	168.00/hr
Trenchless Technologies Equipment			
Pulling Units			
Support Truck - Model -		Included in lines price	
Circulation Pump			
TV Truck	1	.55/LF	.55/LF
Tap Cutting Unit	1	110.00/TAP	110.00/TAP
Jet Truck - Model -	1	.53/LF	.53/LF

ON CALL TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 14th day of April, 2011 between the City of Northglenn, Colorado (the "CITY") and American West Construction, LLC ("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 **2011 Utility Emergency Response Contract – RFP 2011-01** in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials 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 Sixty Thousand Dollars (\$60,000.00).

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 Section 1.01 of the General Conditions.

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
Joyce Downing

Mayor Title 04.14.2011 Date

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann 4/14/11
Corey Y. Hoffmann, City Attorney

CONTRACTOR: AMERICAN WEST CONSTRUCTION, LLC

By: Paul S. Smoel

Paul S. Smoel
Print Name
PRESIDENT 3-5-11
Title Date

ATTEST:

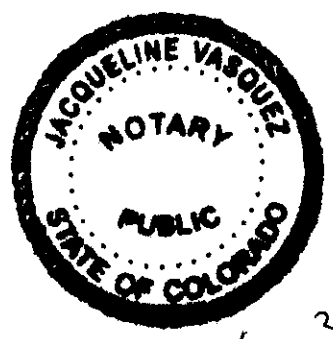
By: Jacqueline Vasquez

Jacqueline Vasquez
Print Name

HR/Notary 3-8-11
Title Date

City's Contract # _____

Amy Ward
Name of City's Project Manager



exp 3/31/2012

SECTION 004395 - REVISED BID SUMMARY
AMERICAN WEST CONSTRUCTION, LLC
(Company Name)

Hereby submits to the City of Northglenn, Colorado the following schedule as specified for the 2011 Utility Emergency Response Contract - RFP 2011-01.

Rate Schedule	Available Dates	Site Assessment Response/Mobilization Time	Cost Per Unit (\$)
Description		General - 24/7 Hours	General - 8/4/24 Hours
LABOR (1/HR)			
Superintendent	3	\$ 55.00	\$ 47.00
Foreman	4	\$ 50.00	\$ 47.00
Flagger	4	\$ 26.00	\$ 25.00
Traffic Control Specialist	2	\$ 50.00	\$ 47.00
Pipe layer	5	\$ 40.00	\$ 35.00
Operator	10	\$ 45.00	\$ 42.00
Laborer	15	\$ 35.00	\$ 31.00
Admin/ R.O.W. Permit (1 hour per project)	1	\$ 50.00	\$ 47.00
EQUIPMENT TRANSPORT (1/HR)			
Low boy transport	6	\$ 150.00	\$ 142.00
Truck, trailer or combination transport	6	\$ 82.00	\$ 78.00
EQUIPMENT (1/HR)			
Rubber Tired Backhoe - Model - KOM 140 / CAT 420	2	\$ 53.00	\$ 52.00
Backhoe W/Vibratory Plate Compactor - Model - SAME	2	\$ 68.00	\$ 64.00
Skid Steer - Model - CAT 246 / CAT 257	2	\$ 46.00	\$ 43.00
Skid Steer w/Broom	1	\$ 52.00	\$ 50.00
Wheel Loader - Small Model- CAT 938	3	\$ 55.00	\$ 52.00
Wheel Loader - Medium Model- CAT 950	2	\$ 61.00	\$ 58.00
Wheel Loader - Large Model- CAT 966	1	\$ 91.00	\$ 86.00
Excavator - Small Model- KOM PC18	1	\$ 47.00	\$ 45.00
Excavator - Small (zero swing preferred) Model- KOM PC228	1	\$ 76.00	\$ 72.00
Excavator - Medium Model- CAT 330	2	\$ 76.00	\$ 72.00

EXHIBIT A

PSS

Rate Schedule	Available Units	Site Assessment Response/Mobilization Time	
		Critical - 28 Hours	Urgent - 8/48 hours
Description	Cost Per Unit (\$)		
Equipment (Continued) (3748)			
Excavator - Large Model- Kom PC400	3	\$ 91.00	\$ 86.00
Vibratory Compactor - Model- CAT 433	1	\$ 91.00	\$ 86.00
Sheepsfoot DYNAPAC CA152	1	\$ 91.00	\$ 86.00
Motor Grader - Model- CAT 14 / CAT 140	2	\$ 89.00	\$ 84.00
Scraper - Model- CAT 627	4	\$ 154.00	\$ 146.00
Tractor with Disc - Model - CASE 9170 / JD 8640	2	\$ 144.00	\$ 136.00
Water Truck - 2500 gallon	3	\$ 29.00	\$ 28.00
Water Truck - 4,000 gallon	1	\$ 39.00	\$ 37.00
Water Truck - 6-8,000 gallon	1	\$ 94.00	\$ 89.00
Dump Truck - 10 Wheel	4	\$ 104.00	\$ 99.00
Dump Truck - 6 Wheel	4	\$ 85.00	\$ 80.00
Pickup Truck/ 1 ton and less	7	\$ 17.00	\$ 16.00
Pickup Truck/ 2 ton	2	\$ 22.00	\$ 21.00
Generator - Greater than 30 KW	2	\$ 22.00	\$ 21.00
Trash Pump - 3 inch	4	\$ 12.00	\$ 11.00
Trash Pump - 4 inch	2	\$ 16.00	\$ 15.00
Trash Pump - 6 inch	2	\$ 26.00	\$ 25.00
Other equipment: LIGHT PLANT - WACKER	2	\$ 23.00	\$ 23.00
Equipment (Continued) (3749)			
Pulling Units			
Support Truck - Model -			
Circulation Pump			
TV Truck			
Tap Cutting Unit			
Jet Truck - Model -			

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Rate Schedule	Available Units	Site Assessment Response/Mobilization Time	
		Critical - 2/8 Hours	Urgent - 8/48 hours
Description	Cost Per Unit (\$)		
Trenchless Technologies Equipment (continued)			
Other equipment:			
Materials			
Erosion Control			
Steel Plates (\$/DAY)	2	\$ 50.00	\$ 49.00
Plugs (\$/DAY)	6	\$ 10.00	\$ 10.00
6mm Liner 8 inch or approved equal			
6mm Liner 10 inch or approved equal			
6mm Liner 12 inch or approved equal			
Other TRENCH BOX - 8' x 24' 3" x 24' 3" x 12' STEEL (\$/DAY)	3	\$ 65.00	\$ 62.00
TRENCH BOX (MH) - 8' x 10' STEEL (\$/DAY)	2	\$ 65.00	\$ 62.00
Travel Time			
Travel Allowance per day	EA	\$ 0.00	\$ 0.00
Mark-up			
Materials Mark-up	7%	10.7%	10.7%
Rental Equipment Mark-up	7%	10.7%	10.7%
PERFORMANCE + PAYMENT BOND (IF REQUIRED)	7%	1.8%	1.8%

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SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-19
Series of 2012

12-17
Series of 2012

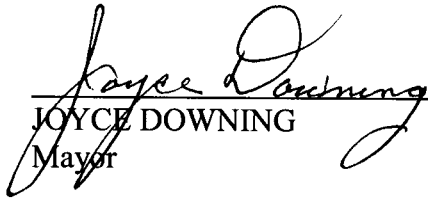
A RESOLUTION APPROVING ADDENDUM NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND C&L WATER SOLUTIONS, INC. AND ADDENDUM NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND AMERICAN WEST CONSTRUCTION, LLC FOR EMERGENCY PIPELINE REPAIRS

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

Section 1. Addendum No. 1 to the On Call Trade Contractor Agreement between the City of Northglenn and C&L Water Solutions, Inc., attached hereto as Exhibit 1, in an amount not to exceed \$60,000.00 for emergency pipeline repairs as needed is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

Section 2. Addendum No. 1 to the On Call Trade Contractor Agreement between the City of Northglenn and American West Construction, LLC, attached hereto as Exhibit 2, in an amount not to exceed \$60,000.00 for emergency pipeline repairs as needed is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

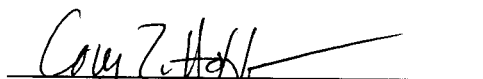
DATED at Northglenn, Colorado, this 9th day of February, 2012.


JOYCE DOWNING
Mayor

ATTEST:


JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:


COREY Y. HOFFMANN
City Attorney

FIRST ADDENDUM TO ON CALL TRADE CONTRACTOR AGREEMENT

THIS FIRST ADDENDUM TO ON CALL TRADE CONTRACTOR AGREEMENT is made and entered into this 9th day of February 2012, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and C&L Water Solutions, Inc. (hereinafter referred to as "Contractor").

RECITALS:

- A. On April 14, 2011 the City and Contractor entered into an On Call Trade Contractor Agreement (the "Agreement").
- B. The parties desire to extend the Agreement with this First Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this First Addendum.

1. Section 1, entitled "Scope of Work," is amended to read as follows:

Section 1. Scope of Work. CONTRACTOR shall perform all **2012 Utility Emergency Response Contract – RFP 2011-01** in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the "Project").

2. Section 2, entitled "Agreement Amount," is amended to read as follows:

Section 2. Addendum Amount. In accordance with the provisions of the Section 5 of the original Agreement, 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 Sixty Thousand Dollars (\$60,000.00).

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement and this First Addendum constitute all of the agreements between the City and the Contractor.

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

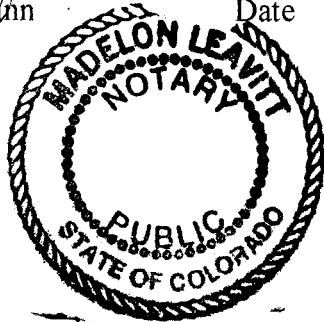
CITY OF NORTHGLENN, COLORADO

By: Joyce Downing 2/9/12
Joyce Downing Date
Title: Mayor

ATTEST:
Johanna Small 02/09/2012
Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann 2/9/12
Corey Y. Hoffmann Date
City Attorney



ATTEST:

By: Chrystalla Larson
CHRYSTALLA LARSON
Print Name
President 1-31-2012
Title Date

CONTRACTOR

By: Chris Larson
Chris Larson
Print Name
Project Manager 01-31-2012
Title Date

State: Colorado Chrystalla Larson
County: Douglas Chris Larson
My Commission Expires: 01/11/13
[Signature]

FIRST ADDENDUM TO ON CALL TRADE CONTRACTOR AGREEMENT

THIS FIRST ADDENDUM TO ON CALL TRADE CONTRACTOR AGREEMENT is made and entered into this 9th day of February 2012, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and American West Construction, LLC (hereinafter referred to as "Contractor").

RECITALS:

- A. On April 14, 2011 the City and Contractor entered into an On Call Trade Contractor Agreement (the "Agreement").
- B. The parties desire to extend the Agreement with this First Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this First Addendum.

1. Section 1, entitled "Scope of Work," is amended to read as follows:

Section 1. Scope of Work. CONTRACTOR shall perform all **2012 Utility Emergency Response Contract – RFP 2011-01** in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the "Project").

2. Section 2, entitled "Agreement Amount," is amended to read as follows:

Section 2. Addendum Amount. In accordance with the provisions of the Section 5 of the original Agreement, 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 Sixty Thousand Dollars (\$60,000.00).

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement and this First Addendum constitute all of the agreements between the City and the Contractor.

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

CITY OF NORTHGLENN, COLORADO

By: Joyce Downing 2/9/12
Joyce Downing Date
Title: Mayor

ATTEST:
Johanna Small 02/09/2012
Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:
Corey Y. Hoffmann 2/9/12
Corey Y. Hoffmann Date
City Attorney

CONTRACTOR

By: Paul Snyder
PAUL SNYDER
Print Name
MANAGER 1/31/12
Title Date

ATTEST:
By: Jason Arnold
JASON ARNOLD
Print Name
PROJECT MANAGER 1/31/12
Title Date

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-10
Series of 2013

Series of 2013

A RESOLUTION APPROVING ADDENDUM NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND C&L WATER SOLUTIONS, INC. AND ADDENDUM NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND AMERICAN WEST CONSTRUCTION, LLC FOR EMERGENCY PIPELINE REPAIRS

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

Section 1. Addendum No. 2 to the On Call Trade Contractor Agreement between the City of Northglenn and C&L Water Solutions, Inc., attached hereto as Exhibit 1, in an amount not to exceed \$60,000.00 for emergency pipeline repairs, as needed, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

Section 2. Addendum No. 2 to the On Call Trade Contractor Agreement between the City of Northglenn and American West Construction, LLC, attached hereto as Exhibit 2, in an amount not to exceed \$60,000.00 for emergency pipeline repairs, as needed, 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 _____, 2013.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

SECOND ADDENDUM TO ON CALL TRADE CONTRACTOR AGREEMENT

THIS SECOND ADDENDUM TO ON CALL TRADE CONTRACTOR AGREEMENT is made and entered into this _____ day of _____ 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and C&L Water Solutions, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. On April 14, 2011, the City and Contractor entered into an On Call Trade Contractor Agreement (the "Agreement").

B. On February 9, 2012, the City and Contract executed the First Addendum to the On Call Trade Contractor Agreement (the "Agreement").

C. The parties desire to supplement and amend the Agreement, with this Second Addendum to allow for the contract to continue through December 31, 2013.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this Second Addendum.

1. Section 1, entitled "Scope of Work," is amended to read as follows:

Section 1. Scope of Work. CONTRACTOR shall perform all **2013 Utility Emergency Response Contract – RFP 2011-01** in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefore (the "Project").

2. Section 2, entitled "Agreement Amount," is amended to read as follows:

Section 2. Addendum Amount. In accordance with the provisions of the Section 5 of the original Agreement, 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 Sixty Thousand Dollars (\$60,000.00).

3. The original Agreement and the First Addendum remain in full force and effect and are hereby ratified by the City and the Contractor. The original Agreement, the First Addendum and this Second Addendum constitute all of the agreements between the City and the Contractor.

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

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing Date
Title: Mayor

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONTRACTOR

C&L Inter-Solutions Inc.

By: *Christina Larson* _____

CHRISTINA LARSON _____
Print Name

President _____ *12-28-12*
Title Date

ATTEST:

By: *[Signature]* _____
MARK B. HANSEN _____
Print Name

Secretary _____ *12-28-12*
Title Date

EXHIBIT A

RATE SCHEDULE

To That Trade Contractor Agreement
Between the City of Northglenn ("City") and
C&L Water Solutions, Inc. ("Contractor")

The Contractor's schedule of charges for calendar year 2013 are as follows:

Rate Schedule	Available Units	Site Assessment Response/ Mobilization Time	
		Critical - 2/8 Hours	Urgent - 8/48 Hours
Description		Cost Per Unit (\$)	

Labor			
Superintendent	2	65.00/HR	65.00/HR
Foreman	4	53.00/HR	53.00/HR
Flagger		18.75/HR	18.75/HR
Traffic Control Specialist		45.00/HR	45.00/HR
Pipe Layer	4	47.00/HR	47.00/HR
Operator	4	53.00/HR	53.00/HR
Laborer	4	31.50/HR	31.50/HR
Admin/R.O.W. Permit (1 hour per project)		35.00/LS	35.00/LS

Equipment Transport			
Low Boy Transport	1	400.00/LS	400.00/LS
Truck, Trailer, or Combination Transport	4	255.00/LS	255.00/LS

Equipment			
Rubber Tired Backhoe - Model - 430 E	4	57.50/HR	57.50/HR
Rubber Tired w/Vibratory Plate Compactor - Model -	1	83.00/HR	83.00/HR
Skid Steer - Model - S 250	1	30.00/HR	30.00/HR
Skid Steer w/Broom	1	43.00/HR	43.00/HR
Wheel Loader - Small Model - IT 14	1	57.50/HR	57.50/HR
Wheel Loader - Medium Model - L90			
Wheel Loader - Large Model - L110			
Excavator - Small Model - ECR 88			
Excavator - Small (Zero Swing Preferred) Model - ECR 88			
Excavator - Medium Model - 318	1	65.00/HR	65.00/HR
Excavator - Large Model - EC 360	1	100.00/HR	100.00/HR

Rate Schedule	Available Units	Site Assessment Response/ Mobilization Time	
		Critical - 2/8 Hours	Urgent - 8/48 Hours
Description		Cost Per Unit (\$)	

Equipment, Continued			
Vibratory Compactor - Model -	1	35.00/HR	35.00/HR
Sheepsfoot - 48"		41.00/HR	41.00/HR
Motor Grader - Model - (No Bid)			
Scraper - Model - (No Bid)			
Tractor with Disc - Model - (No Bid)			
Water Truck - 2,500 Gallon	1	56.00/HR	56.00/HR
Water Truck - 4,000 Gallon		103.00/HR	103.00/HR
Water Truck - 6,000-8,000 Gallon (No Bid)			
Dump Truck - 10 Wheel	1	85.00/HR	85.00/HR
Dump Truck - 6 Wheel	4	36.75/HR	36.75/HR
Pickup Truck - 1 Ton and Less	6	21.00/HR	21.00/HR
Pickup Truck - 2 Ton (No Bid)			
Generator - Greater than 30 KW	3	38.00/HR	38.00/HR
Trash Pump - 3 Inch	4	12.00/HR	12.00/HR
Trash Pump - 4 Inch	1	14.00/HR	14.00/HR
Trash Pump - 6 Inch			
Other Equipment:			
Leak Locator	1	168.00/HR	168.00/HR
Shoring Boxes (4x6x11)	3	210.00/DY	210.00/DY
Shore Cans	2	210.00/DY	210.00/DY
Jumping Jack Compactors	3	79.00/DY	79.00/DY
Vac Trailer	1	168.00/HR	168.00/HR

Trenchless Technologies Equipment			
Pulling Units (Included in Liner Price)			
Support Truck - Model - (Included in Liner Price)			
Circulation Pump (Included in Liner Price)			
TV Truck	1	0.55/LF	0.55/LF
Tap Cutting Unit	1	110.00/TAP	110.00/TAP
Jet Truck - Model -	1	0.52/LF	0.52/LF

Rate Schedule	Available Units	Site Assessment Response/ Mobilization Time	
		Critical - 2/8 Hours	Urgent - 8/48 Hours
Description		Cost Per Unit (\$)	

Materials			
Erosion Control		500.00	
Steel Plates 5'x10'	4	50.00/DY	
Plugs 6", 8", 10", 12", 15"	14	30.00/DY	
6 mm Liner 8 inch or approved equal (3 mm Fiberglass UV CIPP)		32.50/LF	
6 mm Liner 10 inch or approved equal (3 mm Fiberglass UV CIPP)		37.00/LF	
6 mm Liner 12 inch or approved equal (3 mm Fiberglass UV CIPP)		39.50/LF	
Other:			
4" Bypass	8	450.00/DY	
6" Bypass		2000.00/DY	

Travel Time			
Travel Allowance Per Day - 2 HRS/DY			

Miscellaneous			
Materials Mark-Up (Overhead)		20%	
Rental Equipment Mark-Up (Overhead)		20%	

SECOND ADDENDUM TO ON CALL TRADE CONTRACTOR AGREEMENT

THIS SECOND ADDENDUM TO ON CALL TRADE CONTRACTOR AGREEMENT is made and entered into this _____ day of _____ 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and American West Construction, LLC (hereinafter referred to as "Contractor").

RECITALS:

A. On April 14, 2011, the City and Contractor entered into an On Call Trade Contractor Agreement (the "Agreement").

B. On February 9, 2012, the City and Contract executed the First Addendum to the On Call Trade Contractor Agreement (the "Agreement").

C. The parties desire to supplement and amend the Agreement, with this Second Addendum to allow for the contract to continue through December 31, 2013.**AGREEMENT**

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this Second Addendum.

1. Section 1, entitled "Scope of Work," is amended to read as follows:

Section 1. Scope of Work. CONTRACTOR shall perform all **2013 Utility Emergency Response Contract – RFP 2011-01** in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefore (the "Project").

2. Section 2, entitled "Agreement Amount," is amended to read as follows:

Section 2. Addendum Amount. In accordance with the provisions of the Section 5 of the original Agreement, 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 Sixty Thousand Dollars (\$60,000.00).

3. The original Agreement and the First Addendum remain in full force and effect and are hereby ratified by the City and the Contractor. The original Agreement, the First Addendum and this Second Addendum constitute all of the agreements between the City and the Contractor.

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

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing Date
Title: Mayor

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONTRACTOR

By: Paul S. Smidel

WITNESS
ATTEST:

Paul S. Smidel
Print Name

By: Kayla Kelderman
Print Name

PRESIDENT 12-18-12
Title Date

Admin. Assistant 12-27-12
Title Date

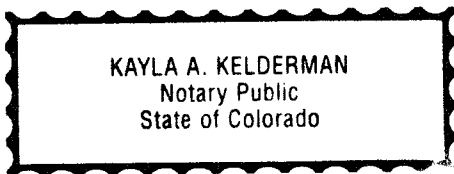


EXHIBIT A

RATE SCHEDULE

To That Trade Contractor Agreement
Between the City of Northglenn ("City") and
American West Construction, LLC ("Contractor")

The Contractor's schedule of charges for calendar year 2013 are as follows:

Rate Schedule	Available Units	Site Assessment Response/ Mobilization Time	
		Critical - 2/8 Hours	Urgent - 8/48 Hours
Description		Cost Per Unit (\$)	

Labor (\$/HR)			
Superintendent	3	\$56.00	\$48.00
Foreman	4	\$51.00	\$48.00
Flagger	4	\$26.00	\$25.00
Traffic Control Specialist	2	\$51.00	\$48.00
Pipe Layer	5	\$41.00	\$36.00
Operator	10	\$46.00	\$43.00
Laborer	15	\$36.00	\$32.00
Admin/R.O.W. Permit (1 hour per project)	1	\$51.00	\$48.00

Equipment Transport (\$/HR)			
Low Boy Transport	6	\$153.00	\$145.00
Truck, Trailer, or Combination Transport	6	\$83.00	\$79.00

Equipment (\$/HR)			
Rubber Tired Backhoe - Model - KOM 140/CAT 420	2	\$56.00	\$53.00
Rubber Tired w/Vibratory Plate Compactor - Model - KOM140/CAT 420	2	\$69.00	\$65.00
Skid Steer - Model - CAT 246/CAT 257	2	\$47.00	\$44.00
Skid Steer w/Broom	1	\$53.00	\$51.00
Wheel Loader - Small Model - CAT 938	3	\$56.00	\$53.00
Wheel Loader - Medium Model - CAT 950	2	\$62.00	\$59.00
Wheel Loader - Large Model - CAT 966	1	\$93.00	\$88.00

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Rate Schedule	Available Units	Site Assessment Response/ Mobilization Time	
		Critical - 2/8 Hours	Urgent - 8/48 Hours
Description	Cost Per Unit (\$)		

Equipment, Continued (\$/HR)			
Excavator - Small Model - KOM PC78	1	\$48.00	\$46.00
Excavator - Small (Zero Swing Preferred) Model - KOM PC228	1	\$77.00	\$73.00
Excavator - Medium Model - CAT 330	2	\$77.00	\$73.00
Excavator - Large Model - KOM PC400	3	\$93.00	\$88.00
Vibratory Compactor - Model - CAT 433	1	\$93.00	\$88.00
Sheepsfoot - DYNAPAC CA152	1	\$93.00	\$88.00
Motor Grader - Model - CAT 14/CAT 140	2	\$91.00	\$86.00
Scraper - Model - CAT 627	4	\$157.00	\$149.00
Tractor with Disc - Model - CASE 9170/JC 8640	2	\$147.00	\$138.00
Water Truck - 2,500 Gallon	3	\$30.00	\$29.00
Water Truck - 4,000 Gallon	1	\$40.00	\$38.00
Water Truck - 6,000-8,000 Gallon	1	\$96.00	\$91.00
Dump Truck - 10 Wheel	4	\$106.00	\$101.00
Dump Truck - 6 Wheel	4	\$87.00	\$81.00
Pickup Truck - 1 Ton and Less	7	\$17.00	\$16.00
Pickup Truck - 2 ton	2	\$22.00	\$21.00
Generator - Greater than 30 KW	2	\$22.00	\$21.00
Trash Pump - 3 Inch	4	\$12.00	\$11.00
Trash Pump - 4 Inch	2	\$16.00	\$15.00
Trash Pump - 6 Inch	2	\$26.00	\$25.00
Other Equipment:			
LIGHT PLANT - WACKER	2	\$23.00	\$23.00

Materials			
Steel Plates (\$/DY)	2	\$51.00	\$50.00
Plugs (\$/DY)	6	\$10.00	\$10.00
Other Equipment:			
TRENCH BOX - 8'x24', 3'x24', 8'x12' STEEL (\$/DY)	3	\$66.00	\$63.00
TRENCH BOX (MH) - 8'x10' STEEL (\$/DY)	2	\$66.00	\$63.00

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Rate Schedule	Available Units	Site Assessment Response/ Mobilization Time	
		Critical - 2/8 Hours	Urgent - 8/48 Hours
Description		Cost Per Unit (\$)	

Travel Time			
Travel Allowance Per Day (\$/DY)		\$0.00	\$0.00

Miscellaneous			
Materials Mark-Up (%)		10%	10%
Rental Equipment Mark-Up (%)		10%	10%
Performance and Payment Bond (%)		1.8%	1.8%