
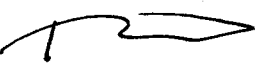


**PUBLIC WORKS DEPARTMENT**  
**MEMORANDUM # 2014 – 15**

DATE: February 24, 2014  
TO: Honorable Mayor Joyce Downing and City Council Members  
FROM: John Pick, City Manager   
David Willett, Director of Public Works   
SUBJECT: Council Resolution - 2014 Utility Emergency Response Contracts CR-22  
• American West Construction, LLC  
• C&L Water Solutions, Inc.

**BACKGROUND**

The Utility Emergency Response contract provides for emergency repairs to the water distribution and sewer collection 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.

The original contracts were for two-year terms (2011-2012), with a maximum of three one-year extensions (2013, 2014, and 2015), each at a 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 contracts were awarded to American West Construction, LLC and C&L Water Solutions, Inc. for 2011 and were renewed for 2012 and 2013. Staff recommends extending the contract for 2014. Both contractors have proposed price increases within the current CPI.

The standard on-call trade contractor agreements are attached, for reference. Exhibit B reflects the adjusted prices for 2014.

**BUDGET/TIME IMPLICATIONS**

The proposed contracts would be funded from the 2014 Water/Wastewater Fund, Distribution and Collection/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 **American West Construction, LLC** for the 2014 Utility Emergency Response Contract in the amount not to exceed **\$60,000.00**.
- 2) Authorize the Mayor to execute a contract between the city of Northglenn and **C&L Water Solutions, Inc.** for the 2014 Utility Emergency Response Contract in the amount not to exceed **\$60,000.00**.

Staff recommends approval of the proposed Resolution.

**STAFF REFERENCE**

Raymond Reling – PW Superintendent for Utilities  
Kent Kisselman, PE – PW Superintendant for M&O

[rreling@northglenn.org](mailto:rreling@northglenn.org) or 303.450.4049  
[kkisselman@northglenn.org](mailto:kkisselman@northglenn.org) or 303.450.4005

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-22  
Series of 2014

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

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

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 American West Construction, LLC, 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 C&L Water Solutions, Inc., 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 \_\_\_\_\_, 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 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 2014 Utility Emergency Response work 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").

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 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 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:

\_\_\_\_\_  
Johanna Small, CMC                      Date  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffman                      Date  
City Attorney

**CONTRACTOR**

By: BDS                      1/30/14  
Signature                      Date

BRIAN D. SCHRAMER  
Print Name

VICE PRESIDENT  
Title

ATTEST:

By: JR Ge                      1/30/14  
Signature                      Date

JASON ARNOLD  
Print Name

PROJECT MANAGER                      1/30/14  
Title                      Date

Tom Kawamoto, Civil Engineer II  
Name of City's Project Manager

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 2014 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	\$58.00	\$49.00
Foreman	4	\$52.00	\$49.00
Flagger	4	\$27.00	\$26.00
Traffic Control Specialist	2	\$52.00	\$49.00
Pipe Layer	5	\$42.00	\$37.00
Operator	10	\$47.00	\$44.00
Laborer	15	\$37.00	\$33.00
Admin/R.O.W. Permit (1 hour per project)	1	\$52.00	\$49.00

Equipment Transport (\$/HR)			
Low Boy Transport	6	\$157.00	\$149.00
Truck, Trailer, or Combination Transport	6	\$85.00	\$81.00

Equipment (\$/HR)			
Rubber Tired Backhoe - Model - KOM 140/CAT 420	2	\$58.00	\$54.00
Rubber Tired w/Vibratory Plate Compactor - Model - KOM140/CAT 420	2	\$71.00	\$67.00
Skid Steer - Model - CAT 246/CAT 257	2	\$48.00	\$45.00
Skid Steer w/Broom	1	\$54.00	\$52.00
Wheel Loader - Small Model - CAT 938	3	\$58.00	\$54.00
Wheel Loader - Medium Model - CAT 950	2	\$64.00	\$61.00
Wheel Loader - Large Model - CAT 966	1	\$96.00	\$90.00

EXHIBIT A

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	\$49.00	\$47.00
Excavator - Small (Zero Swing Preferred) Model - KOM PC228	1	\$79.00	\$75.00
Excavator - Medium Model - CAT 330	2	\$79.00	\$75.00
Excavator - Large Model - KOM PC400	3	\$96.00	\$90.00
Vibratory Compactor - Model - CAT 433	1	\$96.00	\$90.00
Sheepsfoot - DYNAPAC CA152	1	\$96.00	\$90.00
Motor Grader - Model - CAT 14/CAT 140	2	\$94.00	\$88.00
Scraper - Model - CAT 627 (No Bid)			
Tractor with Disc - Model - CASE 9170/JC 8640	2	\$151.00	\$142.00
Water Truck - 2,500 Gallon	3	\$31.00	\$30.00
Water Truck - 4,000 Gallon	1	\$41.00	\$39.00
Water Truck - 6,000-8,000 Gallon	1	\$99.00	\$94.00
Dump Truck - 10 Wheel	4	\$109.00	\$104.00
Dump Truck - 6 Wheel	4	\$89.00	\$83.00
Pickup Truck - 1 Ton and Less	7	\$17.00	\$16.00
Pickup Truck - 2 ton	2	\$23.00	\$22.00
Generator - Greater than 30 KW	2	\$23.00	\$22.00
Trash Pump - 3 Inch	4	\$12.00	\$11.00
Trash Pump - 4 Inch	2	\$16.00	\$15.00
Trash Pump - 6 Inch	2	\$27.00	\$26.00
Other Equipment:			
LIGHT PLANT - WACKER	2	\$24.00	\$24.00

Materials			
Steel Plates (\$/DY)	2	\$52.00	\$51.00
Plugs (\$/DY)	6	\$10.00	\$10.00
Other Equipment:			
TRENCH BOX - 8'x24', 3'x24', 8'x12' STEEL (\$/DY)	3	\$68.00	\$65.00
TRENCH BOX (MH) - 8'x10' STEEL (\$/DY)	2	\$68.00	\$65.00

EXHIBIT A

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 (%)		15%	15%
Rental Equipment Mark-Up (%)		15%	15%
Performance and Payment Bond (%)		1.8%	1.8%

EXHIBIT 2

**ON CALL TRADE CONTRACTOR AGREEMENT FORM**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, 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 2014 Utility Emergency Response work 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").

**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 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 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:

\_\_\_\_\_  
Johanna Small, CMC                      Date  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffman                      Date  
City Attorney

**CONTRACTOR**

By: Christalla Larson 1-2-14  
Signature                                      Date

CHRISTALLA LARSON  
Print Name

President  
Title

ATTEST:  
By: [Signature] 1-02-14  
Signature                                      Date

LARRY B. LARSON  
Print Name

Secretary 1-02-14  
Title    Date

Tom Kawamoto, Civil Engineer II  
Name of City's Project Manager

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 2014 are as follows:

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

<b>Labor</b>			
Superintendent	2	66.82/HR	66.82/HR
Foreman	4	54.48/HR	54.48/HR
Flagger		19.28/HR	19.28/HR
Traffic Control Specialist		46.26/HR	46.26/HR
Pipe Layer	4	48.32/HR	48.32/HR
Operator	4	54.48/HR	54.48/HR
Laborer	4	32.38/HR	32.38/HR
Admin/R.O.W. Permit (1 hour per project)		35.98/LS	35.98/LS

<b>Equipment Transport</b>			
Low Boy Transport	1	411.20/LS	411.20/LS
Truck, Trailer, or Combination Transport	4	262.14/LS	262.14/LS

<b>Equipment</b>			
Rubber Tired Backhoe - Model - 430 E	4	59.11/HR	59.11/HR
Rubber Tired w/Vibratory Plate Compactor - Model -	1	85.32/HR	85.32/HR
Skid Steer - Model - S 250	1	30.84/HR	30.84/HR
Skid Steer w/Broom	1	44.20/HR	44.20/HR
Wheel Loader - Small Model - IT 14	1	59.11/HR	59.11/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	66.82/HR	66.82/HR
Excavator - Large Model - EC 360	1	102.80/HR	102.80/HR

EXHIBIT A

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	35.98/HR	35.98/HR
Sheepsfoot - 48"		42.15/HR	42.15/HR
Motor Grader - Model - (No Bid)			
Scraper - Model - (No Bid)			
Tractor with Disc - Model - (No Bid)			
Water Truck - 2,500 Gallon	1	57.57/HR	57.57/HR
Water Truck - 4,000 Gallon		105.88/HR	105.88/HR
Water Truck - 6,000-8,000 Gallon (No Bid)			
Dump Truck - 10 Wheel	1	87.38/HR	87.38/HR
Dump Truck - 6 Wheel	4	37.78/HR	37.78/HR
Pickup Truck - 1 Ton and Less	6	21.59/HR	21.59/HR
Pickup Truck - 2 Ton (No Bid)			
Generator - Greater than 30 KW	3	39.06/HR	39.06/HR
Trash Pump - 3 Inch	4	12.34/HR	12.34/HR
Trash Pump - 4 Inch	1	14.39/HR	14.39/HR
Trash Pump - 6 Inch			
Other Equipment:			
Leak Locator	1	172.70/HR	172.70/HR
Shoring Boxes (4x6x11)	3	215.88/DY	215.88/DY
Shore Cans	2	215.88/DY	215.88/DY
Jumping Jack Compactors	3	81.21/DY	81.21/DY
Vac Trailer	1	172.70/HR	172.70/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	0.57/LF	0.57/LF
Tap Cutting Unit	1	113.08/TAP	113.08/TAP
Jet Truck - Model -	1	0.53/LF	0.53/LF

EXHIBIT A

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

Materials			
Erosion Control		514.00	
Steel Plates 5'x10'	4	51.40/DY	
Plugs 6", 8", 10", 12", 15"	14	30.84/DY	
6 mm Liner 8 inch or approved equal (3 mm Fiberglass UV CIPP)		33.41/LF	
6 mm Liner 10 inch or approved equal (3 mm Fiberglass UV CIPP)		38.04/LF	
6 mm Liner 12 inch or approved equal (3 mm Fiberglass UV CIPP)		40.61/LF	
Other:			
4" Bypass	8	462.60/DY	
6" Bypass		2056.00/DY	

Travel Time			
Travel Allowance Per Day - 2 HRS/DY			

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