

**PUBLIC WORKS MEMORANDUM  
#32-2023**

**DATE:** Nov. 13, 2023  
**TO:** Honorable Mayor Meredith Leighty and City Council Members  
**THROUGH:** Heather Geyer, City Manager *hmg*  
Jason Loveland, Interim Deputy City Manager *AL2*  
**FROM:** Kent Kisselman PE, Director of Public Works *FKK*  
**SUBJECT:** CR-149 – 2023 Utility Emergency Response Contract Addendum #1

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**PURPOSE**

To consider CR-149, a resolution to appropriate additional funding for the American West Construction Emergency Response contract.

**BACKGROUND**

On April 20, 2023, the City awarded an On-Call Trade Contractor Agreement to American West Construction for 2023 Utility Emergency Response services in the amount of \$60,000.

In May 2023, American West responded to two water breaks, one at the intersection of 104<sup>th</sup> Avenue and Inca Street and another at the intersection of 104<sup>th</sup> Avenue and Melody Drive. The final bill for both breaks is \$102,017.15.

**BUDGET/TIME IMPLICATIONS**

Staff is requesting a contract amendment to provide an additional \$100,000 to cover the cost of the breaks, and any additional pipeline failures that may occur during the remainder of the year. The adjusted total expenditure limit is proposed at \$160,000.

	<b>Amount</b>
Emergency Response Contract #2023-041	\$60,000.00
Contract Addendum #1 (CR-149)	\$100,000.00
104 <sup>th</sup> Avenue and Inca Street break	(\$48,914.62)
104 <sup>th</sup> Avenue and Melody Drive break	(\$53,102.53)
Previously spent	(\$25,515.63)
<b>Available Funds</b>	<b>\$32,467.22</b>

**STAFF RECOMMENDATION**

Attached is CR-149, a resolution that, if approved, would authorize the Mayor to execute Addendum #1 to the contract between the City and American West Construction for 2023 Utility Emergency Response services for a total amount not to exceed \$160,000. Staff recommends approval of CR-149.

**STAFF REFERENCE**

If Council Members have any questions, please contact Kent Kisselman, Director of Public Works, at [kkisselman@northglenn.org](mailto:kkisselman@northglenn.org) or 303.450.4005.

**ATTACHMENT**

1. American West Contract #2023-041, April 20, 2023

CR-149 – 2023 Utility Emergency Response Contract Addendum #1  
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CR-149 – 2023 Utility Emergency Response Contract Addendum #1  
2023 Utility Emergency Response Contract Addendum #1

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of April 2023, 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. The City requires professional services.
- B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, professional consulting services for the Project.

**I. SCOPE OF SERVICES**

Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

**II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

**III. OWNERSHIP OF WORK PRODUCT**

The City acknowledges that the Contractor's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

**IV. COMPENSATION**

A. In consideration for the completion of the services specified herein by Contractor, the City shall pay Contractor an amount not to exceed sixty thousand dollars (\$60,000). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Contractor in performing all services hereunder.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice

on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Within seven (7) days of receipt from the City of a Notice to Proceed, Contractor shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete, and Contractor shall furnish the City the specified deliverables as provided in Exhibit A.

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

## **VII. PROFESSIONAL RESPONSIBILITY**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

### **VIII. INDEMNIFICATION**

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for

the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. INSURANCE**

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by Contractor pursuant to Section IX. above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX above, by reason of its failure to obtain or maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section IX. above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance on projects over \$1,000,000 with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall

be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Contractor's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn  
Attn: Kathy Kvasnicka  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

E. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

**X. NON-ASSIGNABILITY**

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

**XI. TERMINATION**

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Contractor with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

**XII. CONFLICT OF INTEREST**

The Contractor shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

**XIII. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

**XIV. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purposes.

**XV. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

**XVI. ENTIRE AGREEMENT**

This Agreement and the attached **Exhibits A and B** is the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

**XVII. SUBJECT TO ANNUAL APPROPRIATION**

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

**XVII. NOTICE**

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

Contractor: American West Construction, LLC  
275 E 64<sup>th</sup> Ave  
Denver, CO 80221



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

**CITY OF NORTHGLENN, COLORADO**

By: Heather Geyer  
 Heather Geyer  
 Print Name  
 City Manager  
 Title

ATTEST:

Johanna Small 04/20/2023  
 Johanna Small, CMC Date  
 City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann 4/24/2023  
 Corey Y. Hoffmann Date  
 City Attorney

**CONTRACTOR:**

By: Brian Schrameyer  
 Brian Schrameyer  
 Print Name  
 Member/Vice President 04/17/23  
 Title Date

ATTEST:

By: Chantel Lucero  
 Chantel Lucero  
 Print Name  
 Witness 04/17/23  
 Title Date

### SCOPE OF SERVICES

- A. The following list includes potential required services, but may not be limited to:
1. Attend construction meetings as required.
  2. Provide traffic detours and traffic control plans.
  3. Provide equipment, materials, and appurtenances for repair and/or replacement of the water, sanitary sewer, and/or storm sewer, complete-in-place, including:
    - a. Excavation of the pipeline trench including shoring and protection of existing utilities
    - b. Removal and disposal of existing pipe in accordance with current Environmental Protection Agency regulations and procedures.
    - c. Placement of new water, sanitary sewer, and/or storm sewer pipelines
    - d. Backfill (including flow fill) and compaction of trenches
    - e. Resurfacing and restoring streets per City of Northglenn Public Right-of-Way Standards and Specifications (latest edition)
    - f. Repairs and replacements using trenchless methods, upon approval from the Director of Public Works, meeting ASTM F1216, ASTM F2019-03, and ASTM C109 standards as applicable. Trenchless technologies used on water pipelines must comply with NSF/ANSI 60 and 61.
  4. Work site storing of all construction equipment and materials.
  5. Work site safety and security conforming to OSHA standards.
  6. Maintaining sewer flow including by-pass pumping, if necessary.
  7. Provide construction survey (horizontal and vertical alignment).
  8. Restoration of project area as approved by the City.
  9. Provide required erosion control.
- B. The Contractor shall respond to emergency calls within 2 hours for a site assessment and mobilize within 8 hours if the situation is determined to be critical. The Contractor shall respond within 8 hours for a site assessment and mobilize within 48 hours if the situation is deemed to be urgent. The response time is defined as the time between the notification to the Contractor and the Contractor's initiation of the work. The appropriate response and mobilization times will be determined by the City based on the severity and nature of the incident.
- C. The typical construction parameters for the water, sanitary sewer, and storm sewer work are:
1. Water
    - a. Depth: 5 to 20 feet
    - b. Pipe Diameter: 6 to 27 inches
    - c. Pipe Material: PVC, asbestos cement, or ductile iron
  2. Sanitary Sewer
    - a. Depth: 5 to 20 feet
    - b. Pipe Diameter: 6 to 27 inches
    - c. Pipe Material: vitrified clay, PVC, or reinforced concrete
  3. Storm Sewer
    - a. Depth: 1/2 to 12 feet
    - b. Pipe Diameter: 12 to 60 inches
    - c. Pipe Material: reinforced concrete, corrugated steel, or PVC
  4. These are the typical repair and/or replacement conditions; however, there is a possibility of deeper excavation and larger pipe diameters.

- D. The Contractor is required to follow all applicable City Public Right-of-Way Standard and Specifications (latest edition) in the repair and/or replacement of pipes.

EXHIBIT A

**RATE SCHEDULE – AMERICAN WEST**  
 To That Trade Contractor Agreement  
 Between the City of Northglenn ("City") and  
 ("Contractor")

The Contractor's schedule of charges for calendar year 2023 is 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	4	\$155.00	\$145.00
Foreman	6	\$135.00	\$125.00
Flagger			
Traffic Control Specialist			
Pipe Layer	5	\$85.00	\$80.00
Operator	12	\$90.00	\$85.00
Laborer	20	\$80.00	\$75.00
Admin/R.O.W. Permit (1 hour per project)	1	\$85.00	\$80.00

<b>Equipment Transport</b>			
Low Boy Transport	6	\$320.00	\$295.00
Truck, Trailer, or Combination Transport	6	\$220.00	\$195.00

<b>Equipment</b>			
Rubber Tired Backhoe – KOM 140/Cat 420	2	\$125.00	\$115.00
Rubber Tired w/Vibratory Plate Compactor - Model – Kom140/Cat 420	2	\$130.00	\$120.00
Skid Steer - Model – Cat 246/257	2	\$130.00	\$120.00
Skid Steer w/Broom	1	\$145.00	\$135.00
Wheel Loader - Small Model – Cat 938	3	\$165.00	\$155.00
Wheel Loader - Medium Model –Cat 950	2	\$175.00	\$165.00
Wheel Loader - Large Model – Cat 966	1	\$225.00	\$215.00
Excavator - Small Model – Kom PC78	1	\$170.00	\$160.00
Excavator - Small (Zero Swing Preferred) Model – Kom PC228	1	\$195.00	\$185.00
Excavator - Medium Model – Cat 330	2	\$245.00	\$235.00
Excavator - Large Model – Kom PC400	3	\$295.00	\$285.00

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			
Vibratory Compactor - Model – Cat 433	1	\$270.00	\$260.00
Sheepsfoot - 48" Dynapac CA152	1	\$200.00	\$190.00
Motor Grader - Model – Cat 140	2	\$240.00	\$230.00
Scraper - Model – Cat627	7	\$395.00	\$375.00
Tractor with Disc - Model -	2	\$290.00	\$270.00
Water Truck - 2,500 Gallon	3	\$90.00	\$85.00
Water Truck - 4,000 Gallon	1	\$110.00	\$105.00
Water Truck - 6,000-8,000 Gallon	1	\$210.00	\$200.00
Dump Truck - 10 Wheel	4	\$205.00	\$195.00
Dump Truck - 6 Wheel	4	\$190.00	\$180.00
Pickup Truck - 1 Ton and Less	7	\$3200	\$30.00
Pickup Truck - 2 Ton	2	\$38.00	\$35.00
Generator - Greater than 30 KW	4	\$38.00	\$35.00
Trash Pump - 3 Inch	4	\$26.00	\$25.00
Trash Pump - 4 Inch	2	\$32.00	\$30.00
Trash Pump - 6 Inch	2	\$47.00	\$45.00
Other Equipment:			
Leak Locator			
Shoring Boxes	3	\$20.00	\$10.00
Shore Cans			
Jumping Jack Compactors	4	\$6.00	\$5.00
Vac Trailer			

Trenchless Technologies Equipment			
Pulling Units			
Support Truck - Model -			
Circulation Pump			
TV Truck			
Tap Cutting Unit			
Jet Truck - Model -			

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			
Steel Plates 5'x10'	4	\$9.00	\$8.00
Plugs 6", 8", 10", 12", 15"			
6 mm Liner 8 inch or approved equal (3 mm Fiberglass UV CIPP)			
6 mm Liner 10 inch or approved equal (3 mm Fiberglass UV CIPP)			
6 mm Liner 12 inch or approved equal (3 mm Fiberglass UV CIPP)			
Other:			
4" Bypass			
6" Bypass			

Travel Time			
Travel Allowance Per Day - 2 HRS/DY			

Miscellaneous			
Materials Mark-Up (Overhead)		18%	18%
Rental Equipment Mark-Up (Overhead)		18%	18%

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-149  
Series of 2023

\_\_\_\_\_  
Series of 2023

A RESOLUTION APPROVING ADDENDUM NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND AMERICAN WEST CONSTRUCTION, LLC FOR 2023 UTILITY EMERGENCY RESPONSE SERVICES

WHEREAS, the City of Northglenn entered into a Professional Services Agreement dated April 20, 2023 with American West Construction, LLC for an amount not to exceed \$60,000 for 2023 emergency utility pipeline repairs;

WHEREAS, water breaks at the intersections of 104<sup>th</sup> Avenue and Inca Street, and 104<sup>th</sup> Avenue and Melody Drive caused significant damage and the necessary repairs exceed the initial contract amount; and

WHEREAS, the City Council desires to approve Addendum No. 1 to the Professional Services Agreement to provide funding for utility emergency pipeline repair work performed to date and additional pipeline failures that may occur during the remainder of 2023.

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

Section 1. Addendum No. 1 to the Professional Services Agreement between the City of Northglenn and American West Construction, LLC, attached hereto, in the amount of \$160,000.00, for 2023 Utility Emergency Response Services is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn. The total appropriation for 2023 emergency pipeline repairs performed by American West Construction, LLC shall not exceed \$160,000.00.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**ADDENDUM #1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES 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 20, 2023 the City and Contractor entered into an Agreement for Professional Services for On-Call Emergency Utility Line Maintenance (the "Agreement"), for an amount not to exceed sixty thousand dollars (\$60,000).

**AGREEMENT**

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, professional On-Call Emergency Utility Line Maintenance as needed in the manner provided in Exhibit A, Scope of Services of the Agreement.

1. Due to unforeseen circumstances, additional work is required that will exceed the original amount of the Agreement.

2. Subparagraph A of Section IV. entitled "Compensation" is hereby amended to provide as follows:

A. Compensation shall not exceed one hundred sixty thousand dollars (\$160,000) for the work described in **Exhibit A**, Scope of Services of the Agreement, based on the current billing rates as provided in **Exhibit A** of the Agreement.

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 Addendum #1 constitute all of the agreements between the City and the Contractor.



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

**CITY OF NORTHGLENN, COLORADO**

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

Meredith Leighty

Print Name

Mayor

Title

Date

ATTEST:

\_\_\_\_\_  
Johanna Small, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**CONSULTANT**

By:  Brian Schramm

Vice President 10/31/23  
Title Date

ATTEST:



Witness 10/31/23  
Title Date