

**ADMINISTRATION MEMORANDUM**  
**NURA 13-17**

**DATE:** November 13, 2013

**TO:** Northglenn Urban Renewal Authority Commissioners

**THROUGH:** John Pick, City Manager and Debbie Tuttle, NURA Exec. Director

**FROM:** David Willett – Director of Public Works

**SUBJECT:** Webster Lake Promenade - Owner Representative & Update on Sanitary Line Repair & Construction

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The purpose of this memorandum is to provide NURA with an update on the Webster Lake Promenade project regarding the work status of NURA's Owner Representative, and the costs associated with the collapsed sanitary sewer main and subsequent reconstruction.

Owners Representative

Matrix Design Group was hired to serve as NURA's Owner Representative on the Webster Lake Promenade project. During the past month several project factors have come to our attention that has caused staff to rethink our role with the owner's representative, as well as the ancillary value of the contracted position. After careful consideration, staff determined that we would terminate our work relationship with Matrix Design Group. Several factors played into this decision process as follows:

- Complications with deteriorated infrastructure have heightened our concerns for project quality, and thus it was determined by staff that we needed to move toward a more active engineering role performing the construction observation/documentation. Because of this fact a fair number of engineering and project management decisions made by our engineering team have simply been duplicated by the Owner's Representative. Our team is well integrated into the project and we don't see value in the retention of an Owner's Representative as a contracted position.
- Recently it came to my attention that the assigned engineer from Matrix Design Group had not signed and returned the Professional Services Agreement (PSA). From the onset of the project, NURA staff has been diligent in requesting the executed PSA, yet Matrix failed to return the agreement to the City/NURA.

Therefore, at this stage in the project, when considering these facts, we believe it is in the best interest of NURA to allow the City staff to perform as Owner's Representative for the duration of the project. All pay applications and changes will be reviewed by me with recommendation to approved/disapprove before submitting for consideration to NURA.

Sanitary Sewer Collapse, Pumping, Redesign, and Construction Costs Update

**Galloway (redesign)** – Total redesign (within typical design fee, approximately equal to 10% of construction cost) - **\$5695.30**

**American West (construction)** – Total negotiated contract value = **\$219,053.25**

NURA cost = \$155,053.25     City cost = \$64,000 (bypass pumping)

Because the agreements are with NURA, a check in the amount of \$219,053.25 to American West was issued, and a check to Galloway for the redesign of the sanitary for \$5,695.30. The new sanitary sewer main will be under warranty for two years.

The City will be reimbursing NURA for \$64,000 which was for the by-pass pumping costs.

**STAFF REFERENCE:** If you have any comments or questions, please contact David Willett at [dwillett@northglenn.org](mailto:dwillett@northglenn.org)