



**PUBLIC WORKS DEPARTMENT
MEMORANDUM # 2016 – 33**

DATE: April 25, 2016

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: James A. Hayes, AICP - City Manager 
David H. Willett - Public Works Director 

SUBJECT: **Council Resolution 50**
WWTP Headworks and Clarifier
Construction Manager at Risk (CMAR) Contract at a Guaranteed Maximum Price (GMP)

PROJECT OVERVIEW

The Northglenn Wastewater Treatment Plant (WWTP) is located in Weld County, north of 168th Avenue and east of I-25. The plant has a rated hydraulic capacity of 6.5 MGD and the treatment train includes primary lagoons, activated sludge basins, secondary clarifiers, and ultraviolet disinfection. The current planning cycle improvements listed below are necessary and in accordance to the 2012 Wastewater Utility Plan Update, and approved by the Colorado Department of Public Health & Environment (CDPHE).





Current planning cycle improvements (covered under CMAR contract)

- Construct a headworks with mechanical screening, screenings washing and dewatering, grit removal and handling, and odor control, to replace the primary lagoons.
- Construct an additional secondary clarifier to allow the existing secondary clarifiers to be taken out of service for maintenance, plus upgrades to the existing secondary clarifiers to improve maintenance.
- Install a diesel fuel standby generator, to provide backup power in the event of a power failure.
- Construct a new operations and laboratory building, located closer to the majority of the processes, with the required facilities that will allow plant staff to perform their duties efficiently.
- Decommissioning of the primary lagoons, which will not be necessary after the headworks is constructed.

The “*overall site plan*” is attached to this memorandum for reference.

The engineering services contract was awarded in 2014. Approximately six months later the engineer developed an Opinion of Probable Cost at 30% design which was estimated at \$12.5M. At that point in the design process, the construction contract (CMAR) was awarded with pre-construction fee component. This procurement arrangement established a means for the contractor to engage and provide input through the final design and preparation of the construction documentation.

CONSULTING/CONTRACTING TEAM

-  **Providence Infrastructure Consultants, Inc.** is serving as the lead engineering and design consultant for the WWTP Headworks/Clarifier project.
-  **Moltz Construction, Inc.** is the construction manager at risk (CMAR).
-  **CTL Thompson** is the materials testing consultant (quality assurance/control).
-  **JVA, Inc.** is serving as a project oversight and technical review consultant, and owner’s representative.

April 25, 2016

WWTP Headworks and Clarifier – Addendum #1

CONSTRUCTION MANAGER AT RISK (CMAR) CONTRACT

Moltz Construction, Inc., the selected construction contractor, has provided the City a **Guaranteed Maximum Price (GMP)** proposal based on the completed construction documents. The **GMP** for this project is the total of all fees and costs paid by the Owner to the CMAR. The GMP includes the following cost components: Pre-Construction Fee (previously paid at time of award), Cost of the Work, Construction Manager’s Fee, and Construction Manager’s Contingency.

The GMP will be added to the existing contract via addendum.

Contract/Pre-construction Fee	\$46,095
Addendum I/GMP	\$12,600,288

BUDGET IMPLICATIONS

The Pre-construction fee and GMP costs are \$12,646,383. Appropriations for the Headworks and Clarifier projects are identified in the Capital Improvement Program Summary – Water/Wastewater Fund.

WWTP Improvements:	
Appropriations, Headworks and Clarifier	\$13,400,000
Pre-Construction Fee and GMP Cost	(\$12,646,383)
Contingency (3%)	(\$400,000)
Estimated Remaining Appropriations	\$353,617

PREVIOUS MEMORANDUMS

2014-50 – Engineering Services Selection

2014-58 – Project Oversight and Technical Review Services

2015-30 – Project Overview, Construction Manager at Risk (CMAR) Strategy, Cost

2015-37 – CMAR Recommendation

2015-41 – CMAR Contract

2016-29 – Guaranteed Maximum Price (GMP)

UTILITY PLANNING STUDIES

2012 City of Northglenn Wastewater Utility Plan

ESTIMATED PROJECT MILESTONS

- Notice to Proceed – May 2016
- Owner Accepts Substantial Completion Construction – Summer 2017 (start-up begins)
- Final Completion – Fall 2017

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would,

1. Authorize the Mayor to execute an addendum to the CMAR contract between the City of Northglenn and *Moltz Construction, Inc.* for the WWTP Headworks and Clarifier project in the amount of **\$12,600,288.00**;
2. And authorize the City Manager, on behalf of the City, to approve changes in the scope of work and execute relevant change orders up to the approved expenditure limit of **\$400,000.00**

STAFF REFERENCE

Kent Kisselman, PE, Engineering Manager

kkisselman@northglenn.org

303.450.4005

Greg Yanker, PE, Lead Engineer

gyanker@northglenn.org

303.450.8780

Daniel Martinez, Civil Engineer I

danmartinezs@northglenn.org

303.450.8839

April 25, 2016

WWTP Headworks and Clarifier – Addendum #1

ATTACHMENTS

- Resolution
- Addendum #1
- Overall Site Plan
- Final GMP Cost Estimate

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-50
Series of 2016

Series of 2016

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF NORTHGLENN AND MOLTZ CONSTRUCTION, INC. FOR THE WASTEWATER TREATMENT PLANT HEADWORKS AND CLARIFIER PROJECT

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

Section 1. Amendment No. 1 to the Construction Manager Contract between the City of Northglenn and Moltz Construction, Inc., attached hereto, in the amount of \$12,600,288 with a contingency of \$400,000 for a total amount not to exceed \$13,000,288 for the Wastewater Treatment Plant Headworks and Clarifier Project 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 _____, 2016.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

CONTRACT AMENDMENT NO. 1
Guaranteed Maximum Price Proposal
WWTP Headworks and Clarifier Project 2015-2017

Contract Between
Owner and Construction Manager - Cost Plus Fee with an Option for a Guaranteed
Maximum Price

This Contract Amendment No. 1 (Amendment) is made and entered into on the _____ day of _____ 2016, by and between the City of Northglenn (hereafter referred to as the OWNER) and Moltz Construction, Inc. (hereafter referred to as the CONSTRUCTION MANAGER). This is an Amendment to the original Contract between the same entities dated the 12th day of October, 2015. All provisions of the original Contract are included by reference as part of this Amendment. The paragraphs below are the adjustments, revisions, or updates to the original Contract.

ARTICLE 6. CONTRACT PRICE

The follow Sections of Article 6 of the original contract are amended to read as follows:

6.6 The Guaranteed Maximum Price ("GMP"). (Amended Sections)

6.6.1 GMP Established after Execution of the Original Contract.

6.6.1.1.4 In this section amend the Cost Contingency amount to be 1% of the Cost of the Work.

6.6.1.3 Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Construction Manager, in writing on or before the GMP Proposal Deadline, the GMP and its basis shall be set forth in an amendment to this Contract. The GMP proposal accepted by the Owner for this project is for the amount of Twelve Million, Six Hundred Thousand, Two Hundred Eighty Eight Dollars (\$12,600,288.00). A summary of the GMP proposal, including the Cover Letter, Table of Contents and the Contract Price Summary is included as Exhibit 1A and the supporting documents of the entire GMP proposal by Moltz Construction Inc., dated April 4, 2016 become part of the Contract Documents are included to this Amendment by reference. The Cover Sheet and Table of Contents for the drawings and specifications prepared by Providence Infrastructure Consultants, Inc. dated February 15, 2016 for the project are included in Exhibit 1B. The complete set of drawings and specifications prepared by Providence Infrastructure Consultants, Inc. dated February 15, 2016 which define the scope of the project and become part of the Contract Documents are hereby included to this Amendment No. 1 by reference. In addition, Addendum No. 1, dated March 31, 2016, to the drawings and specifications further defining the final scope for the project is included in Exhibit 1C .

6.7 Performance Incentives. Owner and Construction Manager have agreed that performance incentives will not be part of this Contract.



Moltz Construction Inc.
General Contractor / Construction Manager

CORPORATE OFFICE:
8807 CR 175
P.O. BOX 729
SALIDA, CO 81201
PHONE: (719) 539-7319
FAX: (719) 539-7695

BRANCH OFFICE:
975 MERCHANT CT.
WINDSOR, CO 80550
PHONE: (970) 330-3248
FAX: (970) 330-5623

www.moltzconstruction.com

April 4, 2016

Daniel Martinez
City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233

RE: Revised Final GMP
City of Northglenn
WWTP Headworks and Clarifier Project
Project No. 2015-017

Mr. Daniel Martinez:

Moltz Construction is pleased to submit the enclosed Revised Final GMP and supporting documentation for the City of Northglenn's review and consideration. The Revised Final GMP was prepared based on the most recent contract documents delivered to Moltz Construction on February 15th, 2016, addendum #1 given to Moltz Construction on March 31st, 2016, meetings held with City of Northglenn and Providence Infrastructure Consultants, Inc. and our teams proposed cost structure outlined in our original proposal.

In this Revised GMP Moltz Construction has adjusted our pricing to reflect the reduction in asphalt pavement, deleting the requirement to move the existing earth mound, and the addition of an administration building similar to the 2007 Water Treatment Plant Administration Building as directed in addendum #1.

As stated in the previous cover letter given to the city on March 10th, 2016 Moltz Construction would request that the Notice to Proceed for construction be issued no later than May 1st so that we can ensure that our vendors and subcontractors can honor their quotes.

We have included in the package a copy of our estimate and a summary that we ask to remain confidential to only the parties that are involved with the project. We have also included supporting documentation in the form of quotes received from suppliers and subcontractors.

Moltz Construction would like to thank the City of Northglenn for the opportunity and we look forward to working with you on this project. Please feel free to contact me with any questions or concerns.

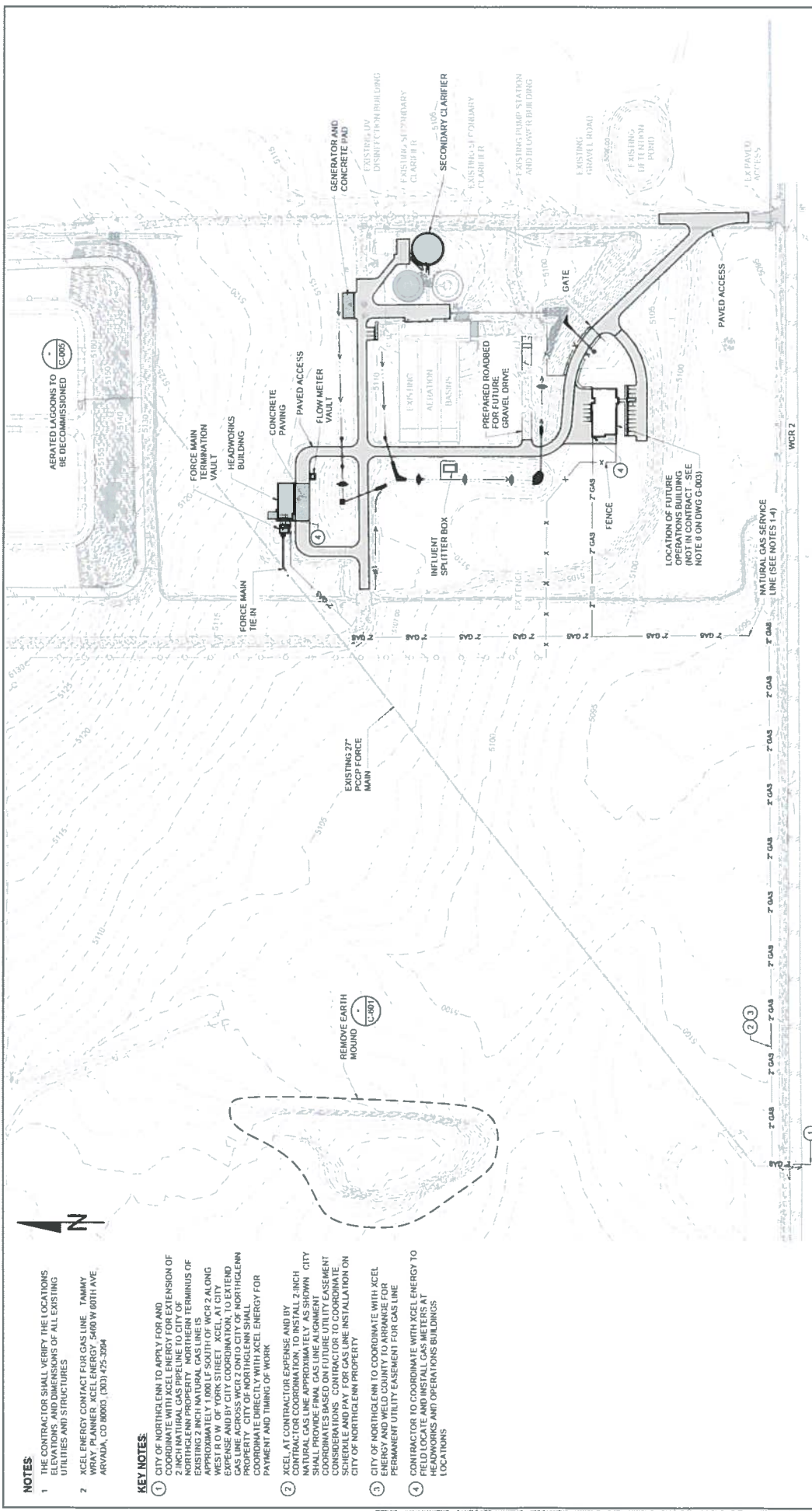
Respectfully Submitted,

Mike Butler
Vice President/Sr. Project Manager
Moltz Construction, Inc.

Total Contract Price Summary

City of Northglenn Public Works Department
 WWTP Headworks and Clarifier Project
 Moltz Construction, Inc.
 April 4, 2016

CSI DIVISION	DESCRIPTION	30% COST	60% COST	GMP COST	REVISED GMP COST
01	General Requirements	\$ 837,368.00	\$ 857,649.00	\$ 885,429.00	\$ 885,342.00
02	Sitework	\$ 2,115,689.00	\$ 2,343,960.00	\$ 2,375,328.00	\$ 2,318,740.00
03	Concrete	\$ 1,511,201.00	\$ 1,667,433.00	\$ 1,512,863.00	\$ 1,518,024.00
04	Masonry	\$ 230,354.00	\$ 247,054.00	\$ 158,128.00	\$ 158,111.00
05	Metals	\$ 457,503.00	\$ 523,703.00	\$ 348,399.00	\$ 348,363.00
06	Wood and Plastics	\$ 334,008.00	\$ 333,869.00	\$ 7,630.00	\$ 764,921.00
07	Thermal and Moisture Protection	\$ 159,268.00	\$ 162,230.00	\$ 50,940.00	\$ 50,935.00
08	Doors and Windows	\$ 159,581.00	\$ 159,515.00	\$ 35,249.00	\$ 35,245.00
09	Finishes	\$ 424,975.00	\$ 511,604.00	\$ 106,856.00	\$ 106,845.00
10	Specialties	\$ 3,487.00	\$ 3,565.00	\$ 4,402.00	\$ 4,401.00
11	Equipment	\$ 1,354,256.00	\$ 1,970,112.00	\$ 1,808,816.00	\$ 1,808,622.00
12	Furnishings	\$ -			
13	Special Construction	\$ -			
14	Conveying Equipment	\$ 42,412.00	\$ 42,394.00	\$ 96,944.00	\$ 96,933.00
15	Mechanical	\$ 1,703,875.00	\$ 1,999,850.00	\$ 1,415,118.00	\$ 1,414,969.00
16	Electrical	\$ 1,435,034.00	\$ 3,514,037.00	\$ 2,353,366.00	\$ 2,375,613.00
SUBTOTAL DIVISIONS 1-16		\$ 10,769,011.00	\$ 14,336,975.00	\$ 11,159,468.00	\$ 11,887,064.00
OTHER COSTS					
	Contingency	\$ 538,450.00	\$ 358,424.00	\$ 111,595.00	\$ 118,871.00
	Construction Manager Fee (5% of cost of work)	\$ 538,450.00	\$ 716,849.00	\$ 557,973.00	\$ 594,353.00
	Total Guaranteed Maximum Price	\$ 11,845,911.00	\$ 15,412,248.00	\$ 11,829,036.00	\$ 12,600,288.00
	Pre-Construction Services	\$ 46,095.00	\$ 46,095.00	\$ 46,095.00	\$ 46,095.00
TOTAL CONTRACT PRICE		\$ 11,892,006.00	\$ 15,458,343.00	\$ 11,875,131.00	\$ 12,646,383.00



**FINAL FOR PRICING
NOT FOR CONSTRUCTION
FEBRUARY 15, 2016**

PROJECT	141007.00
DRAWN BY	M. PITTLOCH
CHECKED BY	L. WILKINSON
APPROVED BY	L. WILKINSON
SHEET	7 OF 134
DRAWING	C-002

OVERALL SITE PLAN

WASTEWATER TREATMENT FACILITY
HEADWORKS AND CLARIFIER PROJECT



OVERALL SITE PLAN
SCALE 1"=100'

- NOTES**
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES AND STRUCTURES
 - XCEL ENERGY CONTACT FOR GAS LINE, TAMMY WRAY, PLANNER, XCEL ENERGY, 5400 W 60TH AVE, ARVADA, CO 80005, (303) 475-3294
- KEY NOTES:**
- CITY OF NORTHGLENN TO APPLY FOR AND COORDINATE WITH XCEL ENERGY FOR EXTENSION OF 2 INCH NATURAL GAS PIPELINE TO CITY OF NORTHGLENN PROPERTY, NORTHERN TERMINUS OF APPROXIMATELY 100' S OF WCR 2 ALONG WEST SIDE OF YORK STREET, XCEL, AT CITY EXPENSE AND BY CITY COORDINATION, TO EXTEND GAS LINE ACROSS WCR 2 INTO CITY OF NORTHGLENN PROPERTY. CITY OF NORTHGLENN TO COORDINATE PAYMENT AND TIMING OF WORK
 - XCEL, AT CONTRACTOR EXPENSE, AND BY CONTRACTOR COORDINATION, SHALL INSTALL 2 INCH NATURAL GAS LINE APPROXIMATELY AS SHOWN. CITY SHALL PROVIDE FINAL GAS LINE ALIGNMENT COORDINATES BASED ON FUTURE UTILITY EASEMENT SCHEDULE AND PAY FOR GAS LINE INSTALLATION ON CITY OF NORTHGLENN PROPERTY
 - CITY OF NORTHGLENN TO COORDINATE WITH XCEL CONTRACTOR TO PERFORM PERMANENT UTILITY EASEMENT FOR GAS LINE LOCATIONS
 - CONTRACTOR TO COORDINATE WITH XCEL ENERGY TO FIELD LOCATE AND INSTALL GAS METERS AT THE LOCATIONS

REVISION	DESCRIPTION OF CHANGE / REVISION	REVISED BY
1	FINAL FOR PRICING	A. RICE



PROVIDENCE INFRASTRUCTURE CONSULTANTS
1000 W. 12TH AVE., SUITE 210
DENVER, CO 80202
TEL: 303.733.2000
WWW.PROVIDENCE.COM