



**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2016 – 76**

DATE: December 12, 2016
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: James A. Hayes, AICP, City Manager 
David H. Willett, Director of Public Works 
SUBJECT: **Council Resolution #146**
Utility Emergency Response Contract (2017)

BACKGROUND

The Utility Emergency Response contract provides for emergency repairs to the water distribution and sanitary 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 contract(s) were for two-year terms (2016-2017), with a maximum of four one-year extensions (2018, 2019, 2020, and 2021), each at a price rate increase equal to the annual change in the Denver-Boulder-Greeley Consumer Price Index (CPI) or at amount that is mutually agreeable.

The original contracts were awarded to American West Construction (secondary), LLC and C&L Water Solutions, Inc. (primary) for 2016.

- C&L Water Solutions Inc. did not request a price increase for 2017.
- American West has proposed price increases on labor and equipment that are within the industry standard as compared to 2016 bid results.

Staff recommends extending both American West's and C&L Water Solutions contract for 2017.

Expenditures to the Utility Emergency Response Contract since 2012 are as follow:

2012	\$39,524.00
2013	\$12,320.00
2014	\$69,703.76
2015	\$479,998.00
2016	\$402,946.39

BUDGET/TIME IMPLICATIONS

Work completed under this contract will be funded from the Water/Wastewater Fund, Distribution and Collection/Property Services account.

RECOMMENDATION

1. Attached to this memorandum is a Resolution that, if approved, would authorize the Mayor to execute a contract between the City of Northglenn and **C&L Water Solutions, Inc. and American West Construction, LLC** for the 2017 Utility Emergency Response Contract in the amount not to exceed **\$100,000.00**.
2. 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 spending authority of **\$50,000**.

Staff recommends approval of this Resolution.

STAFF REFERENCE

Kent Kisselman, PE, Engineering Manager

kkisselman@northglenn.org

303.450.4005

Greg Yanker, PE, Lead Engineer

gyanker@northglenn.org

303.450.8780

ATTACHMENTS

- Resolution
- On Call Contract

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-146
Series of 2016

Series of 2016

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 C&L Water Solutions, Inc., attached hereto as Exhibit 1, in an amount not to exceed \$100,000.00 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 \$100,000.00 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 3. The City Manager is hereby authorized to execute relevant change orders for emergency pipeline repairs up to \$50,000. The total appropriation for 2017 emergency pipeline repairs shall not exceed \$150,000.

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

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 2017 On Call Emergency Utility Response in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and material 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 one hundred thousand dollars and no/cents (\$100,000.00).

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 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

Joyce Downing Date
Mayor

EXHIBIT A

RATE SCHEDULE – C&L WATER SOLUTIONS

To That Trade Contractor Agreement
 Between the City of Northglenn ("City") and
 C & L Water Solutions, Inc.
 303-791-2521

The Contractor's schedule of charges for calendar year 2017 is 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 (per hour)	1	100.00/150.00ot	100.00/150.00ot
Foreman (per hour)	5	77.00/115.50ot	77.00/115.50ot
Flagger (Warning Lites)	1	34.00/51.00ot	34.00/51.00ot
Traffic Control Specialist (Warning Lites) per hour	1	69.00/103.50ot	69.00/103.50ot
Pipe Layer/Truck Driver (per hour)	5	55.00/82.50ot	55.00/82.50ot
Operator (per hour)	5	60.50/90.75ot	60.50/90.75ot
Laborer (per hour)	5	37.50/56.25ot	37.50/56.25ot
Admin/R.O.W. Permit (1 hour per project)	1	45.00 LS	45.00 LS

Equipment Transport (Equipment only)			
Low Boy Transport	1	185.00 HR	185.00 HR
Truck, Trailer, or Combination Transport	2	145.00 HR	145.00 HR

Equipment (equipment only)			
Rubber Tired Backhoe – Cat 430	5	68.00 HR	68.00 HR
Rubber Tired w/Vibratory Plate Compactor - Model – CVP-40	4	83.00 HR	83.00 HR
Skid Steer - Model – S850 Bobcat	1	38.00 HR	38.00 HR
Skid Steer w/Broom	1	45.00 HR	360.00 Day
Wheel Loader - Large Model – L150 Volvo 7-CY	1	155.00 HR	155.00 HR
Excavator - Small (Zero Swing Preferred) Model – ECR-88	1	68.00 HR	68.00 HR
Excavator - Medium Model – Cat 318	1	130.00 HR	3200.00 week
Excavator - Large Model – Volvo EC360	1	145.00 HR	4800.00 week

EXHIBIT A

C & L Water Solutions, Inc.

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

Equipment, Continued (Equipment only)			
Vibratory Compactor - Model – RT-85	1	26.50 HR	26.50 HR
Compaction Wheel for Excavator	1	250.00 Job	
Dump Truck - 10 Wheel	5	50.00 HR	50.00 HR
Pickup Truck - 1 Ton and Less	4	35.00 HR	35.00 HR
Pickup Truck - 2 Ton	5	45.00 HR	45.00 HR
Generator - Greater than 30 KW			
Trash Pump – 3” with hoses	6	15.00 HR	122.50 per ea 8 hr day
Trash Pump – 4” with hoses	4	19.00 HR	155.00 per ea 8 hr day
Trash Pump - 6 Inch (8” owned) this requires fusing of pipe for by-pass	2	110.00 HR without piping	870.00 per ea 8 hr day without piping
Other Equipment:			
Leak Locator (machine only)	1	102.00 HR	102.00 HR
Shoring Boxes	18	240.00 Day	240.00 Day
Shore Cans	3	240.00 Day	240.00 Day
Jumping Jack Compactors	6	12.00 HR	12.00 HR
Spoils Vac Trailer w/Truck	1	97.50 HR	97.50 HR

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		5.00 per LF	
Inlet Protection		75.00 EA inlet	
Steel Plates 5'x10', 8x8, 8x16	15	49.00 per day	49.00 per day
Plugs 6", 8", 10", 12", 15"	24	30.00 per day	30.00 per day
8", 10", 12" or larger Sewer Main re- line (3 mm Fiberglass UV CIPP)		Quote upon request	
Manhole Rehabilitation, Grout or inserts		Quote upon request	
Rehabilitation of sewer tap connections LMK Shorties, epoxy, grout, depends on the need.		Quote upon request	

Travel Time (Excavation Crew)			
Travel Allowance Per Day - 2 HRS/DY	5	224.50 per HR	336.75 per HR

Miscellaneous			
Materials Mark-Up (Overhead)		20%	
Rental Equipment Mark-Up (Overhead)		20%	
Materials & Equipment (Profit)		5%	

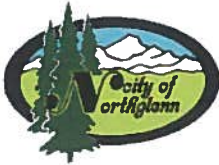


EXHIBIT B- SCOPE OF SERVICES - PRIMARY

- 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.
- E. C&L Water Solutions, Inc. is the Primary Contact for On Call Emergency Response Work, except for work involving the Water Treatment Plant. For work involving the Water Treatment Plant, C&L Water Solutions, Inc. is the Secondary Contact.

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("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 2017 On Call Emergency Utility Response in accordance with CONTRACTOR'S rate schedule attached hereto as **Exhibit A**, and incorporated by this reference, including furnishing all supervision, labor, equipment, and material 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 one hundred thousand dollars and no/cents (\$100,000.00).

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 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

Joyce Downing Date
Mayor

ATTEST:

Johanna Small CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

Contractor:

 11/28/16
Signature Date

BRIAN D. SCHRADMEYER
Print name

VICE PRESIDENT
Title

ATTEST:

 11/28/16
Signature Date

ANDREW D. COEN
Print name

VICE PRESIDENT OF OPERATIONS
Title

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 2017 is 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	4	\$120.00	\$110.00
Foreman	6	\$100.00	\$90.00
Flagger			
Traffic Control Specialist			
Pipe Layer	5	\$60.00	\$55.00
Operator	12	\$65.00	\$60.00
Laborer	20	\$55.00	\$50.00
Admin/R.O.W. Permit (1 hour per project)	1	\$65.00	\$60.00

Equipment Transport			
Low Boy Transport	6	\$220.00	\$200.00
Truck, Trailer, or Combination Transport	6	\$137.00	\$125.00

Equipment			
Rubber Tired Backhoe – KOM 140/Cat 420	2	\$110.00	\$100.00
Rubber Tired w/Vibratory Plate Compactor - Model – Kom140/Cat 420	2	\$120.00	\$110.00
Skid Steer - Model – Cat 246/257	2	\$100.00	\$90.00
Skid Steer w/Broom	1	\$110.00	\$100.00
Wheel Loader - Small Model – Cat 938	3	\$120.00	\$110.00
Wheel Loader - Medium Model –Cat 950	2	\$130.00	\$120.00
Wheel Loader - Large Model – Cat 966	1	\$155.00	\$140.00
Excavator - Small Model – Kom PC78	1	\$120.00	\$110.00
Excavator - Small (Zero Swing Preferred) Model – Kom PC228	1	\$135.00	\$125.00
Excavator - Medium Model – Cat 330	2	\$150.00	\$140.00
Excavator - Large Model – Kom PC400	3	\$190.00	\$175.00

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	\$145.00	\$135.00
Sheepsfoot - 48"Dynapac CA152	1	\$145.00	\$135.00
Motor Grader - Model – Cat 140	2	\$155.00	\$140.00
Scraper - Model – Cat627	10	\$300.00	\$270.00
Tractor with Disc - Model -	2	\$245.00	\$225.00
Water Truck - 2,500 Gallon	3	\$75.00	\$70.00
Water Truck - 4,000 Gallon	1	\$85.00	\$80.00
Water Truck - 6,000-8,000 Gallon	1	\$165.00	\$150.00
Dump Truck - 10 Wheel	4	\$145.00	\$135.00
Dump Truck - 6 Wheel	4	\$130.00	\$120.00
Pickup Truck - 1 Ton and Less	7	\$22.00	\$20.00
Pickup Truck - 2 Ton	2	\$33.00	\$30.00
Generator - Greater than 30 KW	4	\$33.00	\$30.00
Trash Pump - 3 Inch	4	\$16.00	\$15.00
Trash Pump - 4 Inch	2	\$22.00	\$20.00
Trash Pump - 6 Inch	2	\$38.00	\$35.00
Other Equipment:			
Leak Locator			
Shoring Boxes	3	\$8.00	\$7.00
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	\$6.00	\$5.00
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%



EXHIBIT B - SCOPE OF SERVICES - SECONDARY

- 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.
- E. American West Construction, LLC is the Secondary Contact for On Call Emergency Response Work, except for work involving the Water Treatment Plant. For work involving the Water Treatment Plant, American West Construction, LLC is the Primary Contact.