



PUBLIC WORKS DEPARTMENT
MEMORANDUM #2017 – 66

DATE: December 11, 2017
TO: Honorable Mayor Carol Dodge and City Council Members
FROM: James A. Hayes, AICP – City Manager 
David H. Willett – Director of Public Works 
SUBJECT: **Council Resolution 160**
Providence Infrastructure Group – Engineering Services Addendum

PURPOSE

City Council is considering a Resolution to approve an addendum to the Engineering Services contract for the WWTP Headworks and Clarifier Project.

BACKGROUND

The Northglenn Wastewater Treatment Plant (WWTP) is located in Weld County, north of East 168th Avenue and York Street. It has a rated hydraulic capacity of 6.5 MGD and the treatment train includes primary lagoons, activated sludge basins, secondary clarifiers, and ultraviolet disinfection. In accordance with the 2012 Wastewater Utility Plan Update, the following improvements were recommended:

- ✦ 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 administration 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

In October 2014, the City entered into an agreement for professional services with **Providence Infrastructure Consultants** to provide engineering services for the design of the Wastewater Treatment Plant Headworks and Clarifier Improvements. As of this date, the engineering services work is nearly complete, but requires additional funding to close out the project.

Moltz Construction was subsequently chosen as the construction contractor to build the improvements which have been completed within budget. In October 2017, the construction contractor was issued a “substantial Completion” notification and is now under the warranty period.

FINAL ENGINEERING SERVICES ADDENDUM

Due to the challenge to the CDPHE Site Application by the City of Thornton, Providence Infrastructure Group incurred additional costs. These costs were directly attributable to additional engineering effort and length of time required to support the project through the challenge period – the appeal was not anticipated. Some of the support costs have already been paid thus reducing remaining funds, therefore the Final Addendum will reflect several tasks under original scope yet needing completion and a portion of the addition work to reconcile the engineering support effort during the appeal. Final costs include:

- Preparation of the record drawings for the State Engineers Office.
- Additional project management and engineering services due to the delay caused by the challenge to the CDPHE Site Application by the City of Thornton.
- Completion and certification of As-Built Drawing to CDPHE

Providence Infrastructure Consultants Engineering Services Budget Summary	
Contract Amount	\$ 982,669.00
Addendum #1	\$ 13,991.00
Addendum #2	\$ 44,176.00
Addendum #3	\$ 34,817.00
Addendum #4	\$ 27,730.00
Addendum #5	\$ 19,981.00
Addendum #6	\$ 70,753.00
Addendum #7	\$ 34,219.00
Addendum #8	\$ 68,998.00
Total Invoiced	\$ 1,297,334.00
Original Contract + Contingency	\$ 1,228,336.00
Remaining Balance	\$ (68,998.00)

BUDGET/TIME IMPLICATIONS

Engineering Services work completed under this addendum will be funded from the WWTP Headworks and Clarifier CIP account.

RECOMMENDATION

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

- Authorize the Mayor to execute a contract addendum between the City of Northglenn and **Providence Infrastructure Consultants** for the WWTP Headworks and Clarifier Engineering Services in the amount of **\$68,998.00**

Staff recommends approval of this Resolution.

STAFF REFERENCE

David Willett, MBA, PE – Director of Public Works dwillett@northglenn.org 303.450.8783

ATTACHMENT

Final Design Addendum

SPONSORED BY: MAYOR DODGE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-160
Series of 2017

Series of 2017

A RESOLUTION APPROVING AN EIGHTH ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND PROVIDENCE INFRASTRUCTURE CONSULTANTS FOR ENGINEERING SERVICES 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. Addendum No. 8 to the Professional Services Agreement between the City of Northglenn and Providence Infrastructure Consultants, Inc. for additional engineering services for the Wastewater Treatment Plant Headworks and Clarifier Project, in an amount not to exceed \$68,998.00 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 _____, 2017.

CAROL A. DODGE
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

EIGHTH ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES
AND FINAL SETTLEMENT AND RELEASE

THIS EIGHTH ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES AND FINAL SETTLEMENT AND RELEASE is made and entered into this _____ day of _____, 2017, by and between the CITY OF NORTHGLENN, State of Colorado (hereinafter referred to as the "City") and PROVIDENCE INFRASTRUCTURE CONSULTANTS, INC. (hereinafter referred to as "Consultant").

RECITALS

A. On October 27, 2014 the City and Consultant entered into an Agreement for Professional Services for the WWTP Headworks and Clarifier project engineering/design (the "Original Agreement").

B. On November 14, 2014 the City and Consultant executed the First Addendum to the Agreement for Professional Services (the "First Addendum").

C. On April 8, 2015 the City and Consultant executed the Second Addendum to the Agreement for Professional Services (the "Second Addendum").

D. On August 31, 2015 the City and Consultant executed the Third Addendum to the Agreement for Professional Services (the "Third Addendum").

E. On November 16, 2015 the City and Consultant executed the Fourth Addendum to the Agreement for Professional Services (the "Fourth Addendum").

F. On July 14, 2016 the City and Consultant executed the Fifth Addendum to the Agreement for Professional Services (the "Fifth Addendum").

G. On July 14, 2016 the City and Consultant executed the Sixth Addendum to the Agreement for Professional Services (the "Sixth Addendum").

H. On November 8, 2017, the City and Consultant executed the Seventh Addendum to the Agreement for Professional Services (the "Seventh Addendum").

I. The parties desire to supplement the Original Agreement, First Addendum, Second Addendum, Third Addendum, Fourth Addendum, Fifth Addendum, Sixth Addendum, and Seventh Addendum with this Eighth Addendum to allow for an additional scope of services, which scope of services shall be the "State Engineer's Office Record Drawing Submittal/Increased Project contract time Due to Thornton Challenge," and provide for a final settlement and release under the Agreement and Addenda thereto.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, professional engineering services as needed in the manner provided in the Original Agreement, and this Eighth Addendum.

1. The Scope of Services in the Original Agreement is hereby supplemented to include the scope of services for preparation of the record drawings for the State Engineer's Office. In addition, this Eighth Addendum provides for additional project management and engineering services due the delay of the project caused by the challenge to the CDPHE Site Application by the City of Thornton. Consultant shall commence work on the Additional Scope of Services within ten (10) days of the issuance of a Notice to Proceed.

2. In consideration of the approval of this Addendum, the City is also removing from the original scope of services the following items: start-up and warranty services, preparation of O&M manuals, lagoon maintenance and inspection plan. The City will also complete the Preliminary Design Amendment for UV disinfection, design and construction to satisfy the CDPHE requirements. The City will also complete the liquid phase hydrogen sulfide treatment in the force main at a future date.

3. The Consultant will also complete the As-Built Drawings and certify them and send them to CDPHE.

4. Subparagraph A. of Article IV entitled "Compensation" is hereby amended to provide as follows: Compensation shall not exceed \$68,998 for the work described herein for this Eighth Addendum.

5. Consultant agrees that this Eighth Addendum is and shall be final payment and settlement of all claims under the Original Agreement and the Addenda thereto, and Consultant knowingly and voluntarily waives, releases and discharges the City from legal and/or equitable claims or demands, to exist by Consultant against the City arising out the Original Agreement and the Addenda thereto.

6. The Original Agreement, the First Addendum, Second Addendum, Third Addendum, Forth Addendum, Fifth Addendum, Sixth Addendum and the Seventh Addendum are in full force and effect and is hereby ratified by the City and the Consultant. The Original Agreement, First Addendum, Second Addendum, Third Addendum, Forth Addendum, Fifth Addendum, Sixth Addendum, the Seventh Addendum and this Eighth Addendum constitute all of the agreements between the City and the Consultant.

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

CITY OF NORTHGLENN, COLORADO

By: _____
Carol A. Dodge
Title: Mayor

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT

By: Lee Lindeen
Lee Lindeen
President 11/30/17
Title Date

ATTEST:

By: Daniel Rice
Daniel Rice

Vice President 11/30/2017
Title Date