

## SERVICES CONTRACT

This Services Contract (“Contract”) is made and entered into on this \_\_\_\_ day of May, 2021 (“Effective Date”), by and between the **Town of Johnstown, Colorado**, a Colorado home rule municipal corporation (“Town”), and **Moltz Construction.**, a Colorado corporation (“Contractor”) (collectively, “parties”).

Whereas, the parties desire to contract with one another to complete the following project: **CMAR Services for the Low Point Expansion Project** (“Project”).

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. Contractor shall perform the services set forth on Exhibit A, attached hereto and incorporated herein by reference (“Services”). Contractor represents that it has the authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Contract and all applicable laws. The Town reserves the right to remove any of the Services from Exhibit A upon written notice to Contractor. In the event of any conflict between this Contract and Exhibit A, the provisions of this Contract shall prevail.

2. Price. The Town shall pay Contractor a sum not to exceed **\$49,560.00**. The Town shall make payment within thirty (30) days of receipt and approval of monthly invoices, which invoices shall identify the specific Services performed for which payment is requested.

3. Term. This Contract shall be effective from the Effective Date through May 18, 2021. This Contract may be extended or renewed by written agreement of the parties.

4. Appropriation. To the extent this Contract constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Johnstown Home Rule Charter and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Contract in any fiscal year in which no such appropriation is made.

5. Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor’s compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers’ compensation, or other taxes or benefits. **CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT.** As long as there is not a conflict of interest with the Town, Contractor may engage in any other lawful business activities during the term of this Agreement.

6. Insurance Requirements.

a. Policies. Contractor and its subcontractors, if any, shall procure and keep in

force during the duration of this Contract the following insurance policies and shall provide the Town with a certificate of insurance evidencing upon execution of this Contract:

(i) Comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured with minimum combined single limits of \$2,000,000 each occurrence and \$4,000,000 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), independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(ii) Comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with this Contract, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least \$1,000,000.

(iii) Professional liability insurance insuring Contractor against any professional liability with a limit of at least \$1,000,000 per claim and annual aggregate of \$2,000,000. (Note: *This policy shall only be required if the Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other professional.*)

(iv) Workers' compensation insurance in the minimum amount required by law and all other insurance required by any applicable law.

b. Requirements. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the Town. Said policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six-month tail. Comprehensive general and automobile policies shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

7. Data Security. Pursuant to C.R.S. §24-73-101, *et seq.*, Contractor shall destroy all paper and electronic documents containing personal identifying information within six months of termination of this agreement, unless otherwise required under the law. If other laws are applicable, such information will be securely destroyed to protect personal identifying information. Contractor shall implement and maintain reasonable security procedures that are appropriate to the nature of

the personal identifying information disclosed or maintained and that is reasonably designed to help protect the information from unauthorized access, use, modification, disclosure, or destruction. If Contractor discovers or is informed of a security breach, Contractor shall give the Town notice in the most expedient time and without unreasonable delay, no later than ten calendar days after it is determined a security breach occurred. Contractor shall cooperate with the Town in the event of a security breach that compromises computerized data, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Town information relevant to the security breach.

8. Indemnification. Contractor agrees to indemnify and hold harmless the Town, its officers, employees, and agents from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of Contractor or any subcontractor of Contractor, or any officer, employee, or agent of Contractor or any subcontractor, or any other person for whom Contractor is responsible. Contractor shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. Contractor shall notify the Town and provide a copy of any and all written claims or demands within two (2) business days of receipt. Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the negligent or willful act, omission, or other fault of the Town. This paragraph shall survive the termination or expiration of this Contract.

9. Governmental Immunity Act. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

10. Colorado Open Record Act. Contractor recognizes that the Town is subject to section C.R.S. § 24-72-201 *et seq.* If Contractor objects to the disclosure of any information in Contractor's statement of work or Exhibit A, Contractor must provide a detailed written statement containing: a) the exact pages, paragraphs, or charts Contractor believes should be withheld; and b) the specific legal basis for that position. Please note that Contractor's objection will be considered, but is not binding on the Town. The Town is required to make a determination under the Colorado Open Records Act, and may only withhold documents that are confidential under the law.

11. Compliance with Applicable Laws.

a. Generally. Contractor shall comply with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town. Contractor shall solely be responsible for payment of all applicable taxes and for obtaining and keeping in force all applicable permits and approvals.

b. C.R.S. Article 17.5, Title 8. Contractor hereby certifies that, as of the date of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in the e-verify program or Colorado Department of Labor and Employment ("Department") program as defined in C.R.S. § 8-17.5-101 in order to confirm the employment eligibility of all

employees who are newly hired for employment to perform work under this Contract. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the Department program. Contractor is prohibited from using either the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall be required to: (i) notify the subcontractor and Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that it is undertaking pursuant to the authority established in C.R.S. Article 17.5, Title 8. If Contractor violates this paragraph, the Town may terminate this Contract for default in accordance with "Termination" below. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Town.

12. Termination.

a. Without Cause. Either party may terminate this Contract with or without cause upon thirty (30) days prior written notice to the other. The Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits.

b. For Default. Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform the terms of this Contract, the non-defaulting party may provide ten (10) days written notice to the defaulting party and an opportunity to cure. If the defaulting party does not cure, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits; provided, however, that Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any default under this Contract, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages is determined.

13. Notices. Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three days after being sent by certified mail, return receipt requested:

To the Town:  
Marco Carani  
Town of Johnstown  
450 Parish Avenue  
Johnstown, CO 80534  
Email: [mcarani@townofjohnstown.com](mailto:mcarani@townofjohnstown.com)

To Contractor:  
Eric Moltz  
Moltz Construction  
975 Merchant Court  
Windsor, CO 80550

14. Special Provisions. In addition to the Services set forth on Exhibit A, Contractor shall comply with and satisfy all obligations related to the preconstruction phase of the Project as described in Section 1 of the Town's Request for Proposals dated April 2021 ("RFP"), attached hereto and incorporated herein by reference as Exhibit B, except that Contractor and the Town shall only be required to hold bi-weekly preliminary design meetings. To the extent of a conflict between the RFP and the Contract, the Contract shall control.

15. Time of the Essence. Time is of the essence in performance of the Services and is a significant and material term of this Contract.

16. Mediation. In the event of any dispute arising under this Contract, except in the case of injunctive relief, the parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

17. Miscellaneous. This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. In the event a court of competent jurisdiction holds any provision of this Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract. Contractor shall not assign this Contract without the Town's prior written consent. This Contract shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer or Weld, State of Colorado. The headings in this Contract are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Contract or any part thereof.

18. Electronic Signature. This Contract may be executed by electronic signature in accordance with C.R.S 24-71.3-101 *et seq.*

[Remainder of page intentionally left blank.]



**Scope of Work – Is attached as Exhibit A**  
**Low Point Expansion Project, Inc.**

**EXHIBIT A  
CONSTRUCTION MANAGER AT RISK  
CMAR DESIGN PHASE SERVICES**

**TOWN OF JOHNSTOWN  
LOW POINT WASTEWATER TREATMENT PLANT EXPANSION PROJECT**

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**1. SCOPE OF SERVICES**

**1.1. DESIGN PHASE SERVICES**

The selected CMAR will be provided a contract for professional design phase services with the Town. That agreement will provide for specific services and compensation for project team activities other than construction phase services. The Design Phase services and activities are listed below, in addition to requirements included in the attached CMAR Contract.

- Participate as a member of the project team in meetings and in evaluating alternative facility arrangements, construction materials, and sequencing of construction which may affect the selection, design and arrangement of project components.
- Provide input and feedback regarding comparative cost of implementation of required facilities as defined by the project team.
- Provide value engineering assistance to determine options that may reduce the total construction costs of the project (for example, help determine location of proposed headworks to reduce shoring and construction costs).
- Identify appropriate subcontractors and material suppliers that will be invited to participate/bid in the pricing and/or construction of the project. Suitability will be determined by concurrence of the entire project team.
- Assist and participate as a member of the project team through completion of construction documents providing a revised estimate of probable costs at approximately one or two additional intervals during completion of the drawings and specifications.
- Participate as a member of the project team in evaluating Building Code compliance issues for proposed construction. This will be a responsibility of the CMAR who shall meet the contractor licensing requirements of the Town.
- Based on a mutually agreed upon completion level of the drawings and specification (for example, 80% design), prepare a final construction project cost in the form of a guaranteed maximum price (GMP). The Town may accept the GMP and use it as a cost basis for the CMAR contract, or reject the GMP, which would terminate the design phase agreement.

**2. FUTURE POTENTIAL ADDITIONAL SERVICES**

**2.1. CONSTRUCTION PHASE SERVICES**

Upon completion of the Design Phase and at the Town's discretion, the Town and CMAR Firm may enter a separate Construction Phase CMAR contract, on a cost-plus basis with a Guaranteed Maximum Price. These services may include the following, in addition to the requirements included in the attached CMAR Contract.



- All construction management and construction services required for construction, implementation and start-up of operation of the new facilities.
- Project management and superintendent services.
- Subcontractor bid package preparation, advertisement, pre-bid meeting, bidding services, contracting, coordination, payments, and reproduction services.
- Self-performed construction work as elected after bidding processes.
- Preparing monthly payment applications.
- Organizing weekly (or as required) construction progress meetings.
- Responsible for all temporary construction facilities, job site management, clean-up, access, deliveries, and safety.
- Change Order preparation, coordination, and execution.
- QA/QC, materials testing, start-up, commissioning and training of systems.
- Close-out documentation (O&M manuals, As-built drawings/documents, Warranty, Mechanics Lien release and Bonds as required).
- Project permitting.
- Maintenance of performance and payment bonds during the project execution and maintenance of the performance bond through the warranty period following substantial completion.
- Maintenance of necessary and specified insurances during the project implementation and execution.
- Other required services for project completion outlined in the CMAR contract and general/supplemental conditions.

## **2.2. SCOPE OF WORK BY AQUA ENGINEERING**

As part of the Project Team, AQUA (and its subconsultants) will be responsible for coordinating the design, progress review(s), preparing a coordinated set of Final Design Documents, and limited construction phase engineering services. Specifically, AQUA will provide the following services as follows:

- ***Design Phase:*** Organize project kickoff meeting, subsequent design progress meetings, and produce drawings and specifications.
- Present detailed project scope, request and review CMAR's GMP, and participate in GMP negotiations as required.
- ***Construction Phase:*** Attend periodic construction progress meetings; produce bid package drawing and specification sets; review schedules, pay applications and change orders; review submittal and O&M data; perform periodic construction inspection services, recommend Substantial and Final completion; other related duties to support the contract between the CMAR and the Town.

## **3. PROJECT SCHEDULE AND KEY DATES**

The project schedule is generally outlined in the table below. It is anticipated that design work, equipment and material procurement and construction work may proceed in phases. Continuation of design, constructability review, and scheduling for the project is expected to begin immediately after a CMAR is

selected and a design phase agreement is executed with the Town. Key dates are summarized in the table below.

<b>Activity</b>	<b>Date</b>
Design Phase CMAR Selection/Board Approval	May 17, 2021
Design Completion / Submit Final GMP	August 2021
Construction Start	September 2021
Project Substantial Completion	November 2022
Project Final Completion	December 2022

#### **4. CMAR DESIGN PHASE SERVICES FEE**

The CMAR design phase services will be complete on a Time and Materials basis for a maximum-not-to-exceed fee of **\$49,560.00** at the following hourly rates:

<b>Title/Role</b>	<b>Burdened Hourly Rate</b>
Senior Project Manager	\$85.00
Lead Estimator	\$80.00
Preconstruction Lead	\$75.00
Project Manager	\$70.00
Estimator	\$65.00

The above fee is inclusive of incidentals and other indirect costs. Town reserves the right to utilize any portion of the design services fee. The Moltz "Pre-Construction Services" fee sheet is attached for reference.



## Pre-Construction Services

		MCI PERSONNEL		Jon Tucker		Blake Evans		Samantha Loney		Bryan Geha		Estimators			
		TITLE		Senior Project Manager		Lead Estimator		Pre-Construction Lead		Project Manager		Estimators			
		RATE		\$85.00		\$80.00		\$75.00		\$70.00		\$65.00			
Task NO.	Pre- Construction Task Description	Task Quantity	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Total Hours	Total Cost	
1	Project Design Meetings	10 ea @ 2 hrs	20	\$ 1,700.00	0	\$ -	20	\$ 1,500.00	20	\$ 1,400.00	0	\$ -	60	\$ 4,600.00	
2	60% Estimate, Constructability, Value and Phasing Review	1 ls	40	\$ 3,400.00	60	\$ 4,800.00	20	\$ 1,500.00	20	\$ 1,400.00	60	\$ 3,900.00	200	\$ 15,000.00	
3	90%/GMP Estimate, Constructability, Value and Phasing Review	1 ls	40	\$ 3,400.00	90	\$ 7,200.00	20	\$ 1,500.00	20	\$ 1,400.00	90	\$ 5,850.00	260	\$ 19,350.00	
4	CPM Construction and Procurement Schedule	1 ls	10	\$ 850.00	0	\$ -	10	\$ 750.00	40	\$ 2,800.00	0	\$ -	60	\$ 4,400.00	
5	GMP Workshops (Budget, Risk, Alternatives, Subcontractor Review)	4 ea @ 4 hrs	16	\$ 1,360.00	16	\$ 1,280.00	16	\$ 1,200.00	16	\$ 1,120.00	0	\$ -	64	\$ 4,960.00	
<b>LABOR SUBTOTAL (HRS / COST)</b>			<b>126</b>	<b>\$ 10,710.00</b>	<b>166</b>	<b>\$ 13,280.00</b>	<b>86</b>	<b>\$ 6,450.00</b>	<b>116</b>	<b>\$ 8,120.00</b>	<b>150</b>	<b>\$ 9,750.00</b>	<b>644</b>	<b>\$ 48,310.00</b>	

Note: Hourly rate in table includes burden

EXPENSES	
Reproduction	\$ 1,250.00
<b>EXPENSES SUBTOTAL</b>	<b>\$ 1,250.00</b>

<b>TOTAL PRE-CONSTRUCTION SERVICES ESTIMATE</b>	<b>\$ 49,560.00</b>
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Please note the scope of preconstruction services in the RFP is less than the above table. If the scope in the RFP is what is wanted Moltz will use these rates to reduce overall preconstruction price. As a team we can also refine a scope of services somewhere in the middle.

Potholing can also be added if the team sees value in doing this during preconstruction.

**EXHIBIT B**

**Request for Proposals**

**CONSTRUCTION MANAGER AT RISK  
REQUEST FOR PROPOSAL (RFP)**

**TOWN OF JOHNSTOWN  
LOW POINT WASTEWATER TREATMENT PLANT EXPANSION PROJECT  
CMAR DESIGN PHASE SERVICES**

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**1. INTRODUCTION**

The Town of Johnstown (Town) is requesting proposals (RFP) from Construction Manager at Risk (CMAR) firms to provide design phase and potentially construction phase services for the Low Point Wastewater Treatment Plant (WWTP) Expansion Project (Project) design phase services.

The Town is currently in the 30% design phase of a WWTP expansion project. The existing WWTP is a Sequencing Batch Reactor (SBR) rated for 0.5 mgd. The facility will be expanded to 1.5 mgd with an activated sludge Membrane Bioreactor (MBR) treatment system achieving Biological Nutrient Removal (BNR).

Design phase CMAR services would commence immediately following notice of award and completed in Fall 2021. Assuming the Town and the selected design phase CMAR firm reach agreement on a Guaranteed Maximum Price (GMP) and associated Contract Terms with the selected design phase CMAR firm, the Town will proceed with the CMAR firm to construction of the proposed improvements. Construction is desired to begin immediately following the design phase in late 2021, with a desired Substantial Completion of the project by December 31, 2022.

**2. PROJECT SUMMARY**

The Town is experiencing rapid growth and needs additional treatment capacity at the Low Point WWTP; and is thus proceeding with a facility expansion and upgrade project. The Project is summarized below:

- Facility expansion from 0.5 mgd to 1.5 mgd.
- Retrofit the existing SBR activated sludge process to a membrane bioreactor (MBR) activated sludge process with advanced nutrient control provisions. The MBR technology supplier will be Suez.
- New influent pump station using a self-cleaning (trench style) wet well and submersible pumps.
- New headworks building with drum screens (Huber Rotomat), grit removal (Hydro International) and appurtenant equipment (sampler, monorail, garage door).
- New equalization basin (after the headworks) with a submersible pump station
- SBR to MBR basins retrofit and expansion:
  - Clean existing basins
  - Additional treatment train, configured as anaerobic, anoxic, aerobic
  - Replace air diffusers and piping modifications
  - Install baffle walls for anaerobic, anoxic and aerobic basins
  - Install mixers, process return flow piping

- New MBR Building:
  - Concrete MBR basins and membrane modules (Suez)
  - In-Line UV Disinfection (Trojan)
  - Install appurtenant pumps, tanks, chemical feed equipment
  - Construct electrical room/equipment
  - Appurtenant equipment (monorail, garage door)
- Blower Building Improvements:
  - Replace process and aerated sludge holding blowers with larger capacity units (Aerzen).
  - New MBR air scour blowers.
  - Update the existing electrical room.
- New Aerated Sludge Holding Basin
  - Concrete tank beneath MBR process room
  - Install diffusers.
- New Biosolids Dewatering system:
  - Retrofit the existing headworks to a sludge dewatering building.
  - Demolish existing headworks equipment and concrete channels.
  - Install fan press (Fournier) dewatering equipment and appurtenant equipment.
- Electrical and Controls
  - New Electrical service
  - Associated electrical, instrumentation, and controls, including new back-up generator.
- Project Construction Budget
  - The Project is currently planned to be funded by Town reserves and a Municipal bond.
  - There is potential that alternative funding sources for the Project may become available through the future Federal Infrastructure Bill. Town may pursue these funding sources and as a result be required to publicly bid the construction services for the Project. Respondents to this RFP are made aware that the CMAR selection, construction schedule, funding, and other services may be revised per the outcomes of the Infrastructure Bill.
  - Contractor will work with design team to value engineer costs to meet the Town's budget.

### **3. GENERAL INSTRUCTIONS**

The selected CMAR will become a member of the Town's Project Team, which will consist of the selected CMAR Firm, Contract Operations (Ramey Environmental), Professional Engineer (AQUA Engineering), and Town's staff. The selected CMAR Firm will provide design phase consulting services to assist the Town and AQUA Engineering in developing a final guaranteed maximum price (GMP) and project schedule. Upon completion of design phase services, and if an agreement is reached between the CMAR and Town on the

GMP and Schedule, the selected CMAR Firm will be contracted to provide construction phase services. Refer to this RFP's attachments for additional details about the design and key project elements.

### **3.1. QUALIFICATIONS**

CMAR firms have been pre-qualified and transmitted this RFP directly.

### **3.2. PRE-BID MEETING AND SUBMITTAL DEADLINE REQUIREMENTS**

A mandatory pre-bid meeting will be held on March 17, 2021 starting at 8:30 a.m. All attendees shall meet at the Low Point WWTP where the RFP will be reviewed, followed by a facility walkthrough.

Within 24 hours following the Pre-bid meeting, bidders shall submit a letter of commitment or other written form (i.e. email) stating their intent to propose for these services. It is the Town's goal to have a minimum of three competitive proposals.

Proposals for the Town of Johnstown Low Point WWTP Expansion Project, Design Phase Services must be received by the Town and AQUA Engineering by the proposal deadline of **2:00 p.m. on April 2, 2021**. Proposals received after this time will not be accepted. Due to COVID-19, Town Representatives shall receive one (1) electronic (PDF) copy of the submittal by the deadline.

Proposal submittals are to be marked "[CMAR Firm Name] Proposal – Johnstown Low Point WWTP CMAR".

Two (2) hardcopies of proposals shall be delivered to each of the Town Representatives within 3 business days following the final proposal deadline.

Town Representative information is included below:

Town/Owner

Marco Carani, Director of Public Works  
Town of Johnstown  
[mcarani@townofjohnstown.com](mailto:mcarani@townofjohnstown.com)  
450 S Parish Ave  
Johnstown, Colorado 80534

Engineer

Craig Matsuda, PE Project Manager  
AQUA Engineering  
[craig.matsuda@aquaeeng.com](mailto:craig.matsuda@aquaeeng.com)  
5325 S. Valentia Way  
Greenwood, Colorado 80111

To ensure successful delivery of proposals, emailed PDF documents shall not exceed 10 MB. Emailed links for larger files to Dropbox or other file transfer sites are acceptable.

### **3.3. QUESTIONS AND CONTACT INFORMATION**

All questions relating to this RFP shall be directed to Craig Matsuda, P.E. in writing via email at [craig.matsuda@aquaeeng.com](mailto:craig.matsuda@aquaeeng.com).

## **4. SCOPE OF SERVICES**

### **4.1. DESIGN PHASE SERVICES**

The selected CMAR will be provided a contract for professional design phase services with the Town. That agreement will provide for specific services and compensation for project team activities other than construction phase services. The proposed Design Phase services and activities are listed below, in addition to requirements included in the attached sample CMAR Contract.

- Participate as a member of the project team in evaluating alternative facility arrangements, construction materials, and sequencing of construction which may affect the selection, design and arrangement of project components.
- Provide input and feedback regarding comparative cost of implementation of required facilities as defined by the project team.
- Provide value engineering assistance to determine options that may reduce the total construction costs of the project (for example, help determine if locating the proposed headworks on top of the proposed equalization basin will reduce total costs).
- Identify appropriate subcontractors and material suppliers that will be invited to participate/bid in the pricing and/or construction of the project. Suitability will be determined by concurrence of the entire project team.
- Assist and participate as a member of the project team through completion of construction documents providing a revised estimate of probable costs at approximately one or two additional intervals during completion of the drawings and specifications.
- Participate as a member of the project team in evaluating Building Code compliance issues for proposed construction. This will be a responsibility of the CMAR who shall meet the contractor licensing requirements of the Town.
- Based on a mutually agreed upon completion level of the drawings and specification (for example, 80% design), prepare a final construction project cost in the form of a guaranteed maximum price (GMP). The Town may accept the GMP and use it as a cost basis for the CMAR contract, or reject the GMP, which would terminate the design phase agreement.

## **5. FUTURE POTENTIAL ADDITIONAL SERVICES**

### **5.1. CONSTRUCTION PHASE SERVICES**

Upon completion of the Design Phase and at the Town's discretion, the Town and CMAR Firm may enter a separate Construction Phase CMAR contract, on a cost-plus basis with a Guaranteed Maximum Price. These services may include the following, in addition to the requirements included in the attached CMAR Contract.

- All construction management and construction services required for construction, implementation and start-up of operation of the new facilities.
- Project management and superintendent services.
- Subcontractor bid package preparation, advertisement, pre-bid meeting, bidding services, contracting, coordination, payments, and reproduction services.
- Self-performed construction work as elected after bidding processes.
- Preparing monthly payment applications.
- Organizing weekly (or as required) construction progress meetings.
- Responsible for all temporary construction facilities, job site management, clean-up, access, deliveries, and safety.
- Change Order preparation, coordination, and execution.
- QA/QC, materials testing, start-up, commissioning and training of systems.



- Close-out documentation (O&M manuals, As-built drawings/documents, Warranty, Mechanics Lien release and Bonds as required).
- Project permitting.
- Maintenance of performance and payment bonds during the project execution and maintenance of the performance bond through the warranty period following substantial completion.
- Maintenance of necessary and specified insurances during the project implementation and execution.
- Other required services for project completion outlined in the CMAR contract and general/supplemental conditions.

## **5.2. SCOPE OF WORK BY AQUA ENGINEERING**

As part of the Project Team, AQUA (and its subconsultants) will be responsible for coordinating the design, progress review(s), preparing a coordinated set of Final Design Documents, and limited construction phase engineering services. Specifically, AQUA will provide the following services as follows:

- **Design Phase:** Organize project kickoff meeting, subsequent design progress meetings, and produce progress drawings and specifications.
- Present detailed project scope, request and review CMAR's GMP, and participate in GMP negotiations as required.
- **Construction Phase:** Attend periodic construction progress meetings; produce bid package drawing and specification sets; review schedules, pay applications and change orders; review submittal and O&M data; perform periodic construction inspection services, recommend Substantial and Final completion; other related duties to support the contract between the CMAR and the Town.

## **6. PROJECT SCHEDULE AND KEY DATES**

The preliminary project schedule is generally outlined in the table below. It is anticipated that design work, equipment and material procurement and construction work may proceed in phases. Continuation of design, constructability review, and scheduling for the project is expected to begin immediately after a CMAR is selected and a design phase agreement is executed with the Town. Key dates are summarized in the table below.

<b>Activity</b>	<b>Date</b>
RFP Release Date	March 12, 2021
Pre-Proposal Meeting (8:30 a.m.)	March 17, 2021
Final Written Questions (3 p.m.)	March 26, 2021
Proposal Due (2 p.m.)	April 2, 2021
Anticipated Design Phase CMAR Award	April 16, 2021
Design Completion / Submit Final GMP	August 2021
Construction Start	September 2021
Project Substantial Completion	November 2022
Project Final Completion	December 2022

## **7. CONDITIONS OF PROPOSAL**

1. All proposing firms shall comply with the conditions and requirements of this RFP.
2. The proposal must be signed by an authorized official of the proposing firm.
3. Pricing in proposals must be valid for (90) days after the proposal due date.
4. The Town reserves the right to reject any and all proposals or any part thereof. This right further allows the Town to award the proposal to the most responsive and best qualified proposing firm as deemed in the Town's best interest.
5. All costs, including travel, incurred to prepare proposals shall be borne solely by the proposing firm.
6. The Town reserves the right to negotiate a final scope of supply and services and terms with the selected CMAR that may vary from those included in this RFP.
7. The Town will not return proposals or other information supplied from proposing firms.
8. The Town may extend invitations to interview selected firms during the selection process.
9. The selected CMAR firm will be required to enter a CMAR Contract with the Town for design phase Professional Services. Selected CMAR will also be required, if Town chooses, to enter a separate Construction Services agreement. A sample copy of a CMAR construction phase agreement is included as an attachment to this RFP. Submitting CMARs are required to review this agreement and shall indicate their willingness to execute this Contract. The Town will consider other forms of agreement or requests to modify the Contract language only if such requests are presented with your proposal.
10. Proposals shall follow the format prescribed below and will be evaluated by AQUA and the Town.

## **8. PROPOSAL FORMAT AND CONTENT**

Proposals shall be concise and complete; and will exhibit the CMAR's understanding of the project, including identification of methods and resources to be used for completion of the CMAR services. Each proposal shall be bound and organized using dividing tabs labeled per the tab list below. Supplemental information, as necessary, can be included in an appendix, located after the tabbed sections; please limit supplemental information to only relevant material as it pertains to the CMAR's *related* experience and qualifications. The proposals shall include demonstration of personnel and professional qualifications together with proposed basis of pricing of all services to be provided by the firm.

Page Count: Maximum 20 pages (double sided – 40 total; excluding covers, index, divider pages and resumes)

### **TAB A: Cover Letter**

Provide proposal introduction and the following:

- legal name of firm and any previous names of firm in last 10 years, and date established
- contact person for this proposal, title, phone number, e-mail address, fax number, street and mailing addresses

### **TAB B: Project Approach and Detailed Scope of Work:**

Describe your proposed Project Approach, addressing:

1. Suggested bid packages, construction sequences, means and methods
2. Value engineering ideas
3. Input on factors such as cost, ease of installation, delivery schedule, quality, potential contracting or construction issues
4. Uninterrupted operation of existing treatment system during construction
5. Partnering
6. Coordination with operational staff
7. Method of establishing a project contingency and who controls the use of the contingency and procedures for justifying use of contingency funds.
8. Comments and suggestions regarding the proposed Contract Documents. If desired, propose alternate Contract Documents. The Town will consider other standard CMAR Contract Documents in lieu of the sample Documents included in this RFP.

As part of the Project Approach, provide your opinion of the most cost-effective headworks and equalization basin arrangement (see attachments for concept plans of the two alternatives). The two arrangements include: 1) constructing the headworks on top of the equalization basin, and 2) constructing the headworks on its own foundation and constructing a separate equalization basin. Detail your approach to construction of either arrangement and provide your recommended alternative.

### **TAB C: Cost Proposal:**

As part of the CMAR Construction Phase Contract negotiations the scope of the work and GMP will be established. The project is being funded by Town reserves and a Municipal bond. It is the Town's intention to minimize the final cost to complete project. Any savings will be accrued to the Town.

- Design Phase Services:

Provide hourly rates for the proposed key project staff from your firm (and subcontractors if necessary) for assistance to the project design team during the design phase of a project. Present these rates in a unit pricing format for each of the CMAR's representatives, staff members, and/or subcontractors that are proposed to participate as members of the project team in the design phase activities.

Provide a total design phase budget based on the following:

1. Project team conferences: 10 virtual conferences (Teams, Zoom, or equal), 2-hours each
2. In-house project estimating and other design phase services: 120 hours
3. Other costs if the CMAR considers inclusive of design phase services; e.g., reproductions, travel time, that it should be compensated.

- Preliminary GMP:

Provide a preliminary GMP for the Low Point WWTP Expansion Project in the format proposed for use in the project if awarded the construction contract. Discuss how the GMP will be determined for construction phase of the project. In addition, included in or as a supplement to the preliminary GMP; provide the following:

1. Itemized unit labor cost for personnel on the CMAR's staff expected to be involved in the project; i.e., cost per hour by job title or labor classification. Itemize for each labor category the unit payroll cost and the direct labor overhead cost applicable to each labor hour charged.

2. Provide the factor, percentage or lump sum, or other manner of pricing of the CMAR's general overhead required to be compensated during the construction phase.
3. Provide a detailed description and manner of determination of the CMAR's fee and/or profit factor desired to be attained and priced in the GMP.
4. Describe your approach to developing a cost to complete this project. How will this affect your firm's design input?
5. Describe contingency, how it is managed, and use of contingency.
6. Describe your approach to developing value engineering ideas through construction delivery to enhance the work product while potentially saving cost.
7. Provide an itemization, if any, of CMAR's overhead, fee, and/or profit to be applied to both materials and subcontractor costs incorporated into the project.
8. Provide an itemization of the CMAR's proposed equipment and temporary facilities to be used and/or installed at the project site together with applicable unit pricing proposed for compensation throughout the project. Examples include company owned vehicles, field office, storage facilities, toilet(s), dumpster(s)/ debris disposal. Include any project specific operation and maintenance costs (communication services/equipment, employee accommodations. When describing equipment, address owned, leased or rented equipment. Include a description and example of the way a "small tool allowance" and expendable tools and parts will be compensated.
9. Describe the approach, general facilities, and basis of compensation for construction and maintenance of a temporary power system during construction.
10. Describe any additional cost elements or factors applied to project labor, materials, equipment or subcontractor's costs to determine the GMP.
11. Itemize and describe the rates and/or other cost factors in providing comprehensive general liability, auto liability, and builders risk insurance during the construction period.
12. Describe and itemize the rate applicable to this project which will be utilized to determine the payment and performance bond premiums for the project.
13. Itemize those factors involved in change orders, contract modifications order and/or adjustments to the GMP including supervision allowance (i.e., percentage of direct labor hours, cost or other approach), labor and material markups and overhead and profit percentages if they are different than the factors used in determining the initial GMP.

Proposals **MUST** submit the above requested information.

The selected firm is expected and required to have a completely open book policy on all pricing of work.

**TAB D: Project Schedule:**

- Provide a proposed project schedule, including major activities for each task for design phase, GMP preparation and review, Bid packages preparation, bidding and award, equipment procurement, construction, programming, testing and startup. Identify critical path elements of the project in the schedule.

## **TAB E: Project Team: Resource Commitment, Capabilities and Experience:**

### General

- Provide a detailed response to the qualification requirements outlined in Section 3.1 above.
- Additionally, list current projects under construction including owner's name and contact information, contract price, percent complete, scheduled completion date and brief description of the work. Describe recent experience, completed in the last five years, by the firm, highlighting any partnering or CM experience, including experience of key staff with similar owner/engineer/construction manager teams.

### Staff

It is expected that the CMAR's key personnel assigned to the project will remain fixed throughout the design and construction phase of the project, unless mutually acceptable arrangements are made otherwise.

- Submit the following information regarding staff that will be dedicated to the project:
  - Job descriptions of key positions (i.e. project manager, project superintendent(s)
  - Onsite project manager
  - Project engineer
  - Cost estimator
  - Others as appropriate).
- Names and experience and qualifications of individuals proposed to fill key positions.

### Safety

- Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years.
- Address your company's safety program and any additional information that would be useful in showing your approach to a safe work site.

### Subcontractors

- List subcontractors that you have working relationships with that might be used on this project.

### Construction Sequencing and Scheduling

- Describe the scheduling software firm typically uses for sequencing tasks and scheduling subcontractors, materials and equipment. The Town will require that an industry recognized software (e.g. - Microsoft Project, Primavera P6 or other equivalent) is used to develop and manage the project schedule; fully baselined, critical path shown and float managed.
- Describe the way in which firm develops and maintains project schedules for projects of this size and nature.
- Describe process and frequency for updating project schedules and how your firm works to overcome challenges and works to maintain the original completion date.
- Describe process and software for managing short term duration schedule (i.e. two or three week look ahead schedules)

- Submit an example of a total and short-term project schedule for a similar sized project.

#### Quality Assurance/Quality Control

- Provide details on firm's quality control program. Explain how firm administers a quality control program during construction, how performance measures are documented and how quality issues are addressed.
- Provide examples of when firm exceeded quality standards, gained industry recognition or received quality awards.

#### Financial Statement

- Short listed firms may be required to submit a financial statement upon request.

#### Banking Reference

- Provide the name, address and phone number of the firm's banking reference.

#### Bonding Company/ Insurance Company and Information

- Provide the name, address and phone number of the firm's bonding agent.
- Provide a letter from the bonding agent indicating the firm's bonding capacity is adequate to undertake this work.
- Provide the name, address and phone number of the firm's insurance agent(s). Provide certificate of insurance outlining coverage and policy limits. Confirm that coverage can be extended for work on this project. Town and Engineer shall be listed as an additional insured. Note any current claims that will affect coverage limits available to the Town for this project.

#### **TAB F: References:**

- Provide three (3) client references (project name, contact person and phone number) for projects that are similar in size and scope, and best demonstrates the firm's ability to complete the proposed project successfully.

### **9. EVALUATION CRITERIA**

CMAR firms will be evaluated on the following qualification criteria.

#### **1. Scope of Proposal**

Does the proposal show an understanding of the scope of the project and methodology to be used in the design and construction phases to achieve desired results for the project?

#### **2. Assigned Project Team**

Does the proposed team have the necessary skills and experience to fulfill the requirements of the project? Is the key staff available to do the work?

#### **3. Safety Record**

OSHA Illness/Injury Rate, OSHA Lost Workday Incidence Rate and Workman's Comp Experience Modification Rate Insurance multiplier.

#### **4. Firm Experience**

Has the firm provided CMAR services on projects similar in scope to this project? Was this work of a high quality in nature? Does the firm have experience, equipment, manpower and finances to complete the work?

#### **5. Design Phase Cost**

Are the proposed design cost rates reasonable and competitive?

#### **6. Construction Cost**

Do the proposed construction cost factors compare favorably with industry standards and other firms' construction cost factors?

#### **7. CMAR and Construction Performance / References**

Do the referenced projects reflect favorably in respect to completion within the contract schedule, cost, and number of change orders and claims? The Town will check references for overall performance, timetable, completeness, budget and job knowledge of selected projects/references.

#### **8. Schedule**

How quickly can the firm dedicate resources to complete the work? Ability to meet desired schedule is very important.

The Town intends to interview one or more proposal respondents.

### **END CMAR RFP INSTRUCTIONS**

#### **Attachments to this RFP:**

1. Example CMAR Agreement, General Conditions, and Supplementary Conditions
2. Pre-Selected equipment proposals
3. Pre-Selected equipment cost summary
4. Site photos
5. As-Built Drawings
6. Preliminary Site Plan
7. Preliminary Process Flow Diagram
8. Preliminary Process and Instrumentation Diagram
9. Headworks concept plan (with EQ under headworks)
10. Headworks optional layout plan (separate EQ)
11. Site Application and Engineering Report (includes geotechnical report and other project background information that will inform CMAR proposals)