
A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO NEGOTIATE AND ENTER INTO A GUARANTEED MAXIMUM PRICE CONTRACT AMENDMENT FOR THE CONSTRUCTION OF THE DEWATERING, HEADWORKS, AND INFLUENT PUMP STATION IMPROVEMENTS AT THE WASTEWATER TREATMENT PLANT WITH MORTENSON CONSTRUCTION FOR AN AMOUNT NOT TO EXCEED \$15,516,327.00

RECITALS:

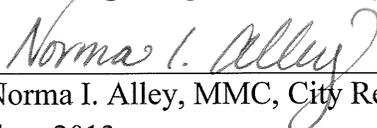
1. In December, 2009, city council approved Resolution No. 2009-2876 authorizing the city manager to enter into a contract with Mortenson Construction (Mortenson) to provide preconstruction and construction services for the Wastewater Treatment Plant (WWTP) Repair, Renovation, and Expansion Project.
1. The city's consultant, HDR Engineering, completed the design of the dewatering, headworks, and influent pump station. The city of Newberg and Construction Manager/General Contractor (CM/GC) Mortenson, have solicited sub-contract packages for the construction of the WWTP Secondary Clarifier and Urgent Repairs Project and negotiated the CM/GC self-performance portion of the work.
2. City staff and design consultant HDR have monitored the procurement/bidding process that Mortenson used to competitively bid the sub-contract work necessary to complete the project. Additionally, the city and HDR have closely reviewed the self-performance portion of the work that Mortenson is planning to execute.
3. The total construction contract value for the CM/GC Guaranteed Maximum Price (GMP) Contract Amendment is \$15,516,327.00 as detailed in Attachment "A", which is hereby attached and by this reference incorporated.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

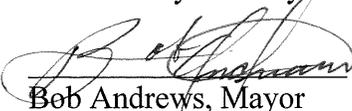
The city council, acting as contract review board for the city, does hereby authorize the city manager pro tem to negotiate and award a Construction Manager/General Contractor Guaranteed Maximum Price Contract Amendment to Mortenson Construction for the Wastewater Treatment Plant Influent Pump Station Access Road for a not to exceed price of \$15,516,327.00 per the Guaranteed Maximum Price documents shown in Exhibit "A", which is hereby adopted and by this reference incorporated.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: November 5, 2013

ADOPTED by the City Council of the City of Newberg, Oregon, this 4th day of November, 2013.


Norma I. Alley, MMC, City Recorder

ATTEST by the Mayor this 7th day of November, 2013.


Bob Andrews, Mayor

TO7 - Dewatering, Headworks, and IPS Improvements

WWTP Repair, Restoration and Expansion Project
Newberg, Oregon

**Project GMP Estimate Summary**

Estimate Date: 10/14/2013

Bid Packages		Base Scope
202 Earthwork	Emery & Sons	\$ 2,603,000
203 Electrical	GPEC	\$ 1,415,000
205 Mechanical	Lynch	\$ 4,256,769
209 Demolition - Headworks	(future bid package)	\$ 35,000
211 Structures	Mortenson (self perform)	\$ 1,935,990
215 Drywall / Painting / Tank Coatings	(future bid package)	\$ 420,150
217 Dampproofing / Waterproofing	(future bid package)	\$ 12,000
219 Masonry	(future bid package)	\$ 79,000
221 Roofing & Sheet Metal (future bid package)	(future bid package)	\$ 78,000
Allowance: Abandon Sheet Piles in Place at IPS		\$ 45,000
Allowance: IPS Slide Gate		\$ 70,000
Allowance: Conveyance for Screen Testing Water		Not Included
Subtotal Direct Construction Cost		\$ 10,949,909
Cost Escalation	0.00%	\$ -
Subtotal		\$ 10,949,909
Estimating Contingency	0.00%	\$ -
Subtotal		\$ 10,949,909
CM/GC Contingency	3.50%	\$ 383,247
CM/GC Guaranteed Maximum Price (GMP)		\$ 11,333,156
CM/GC Builders Risk Insurance	0.1421%	\$ 20,606
CM/GC General Conditions / TSS (Lump Sum)		\$ 2,436,917
Subtotal		\$ 13,790,679
CM/GC Construction Fee (incl Insurance and P/P Bond)	4.900%	\$ 710,561
Total Guaranteed Construction Cost (GCC)		\$ 14,501,240
Owner's Project Contingency	7.00%	\$ 1,015,087
Total (w/owner's contingency)		\$ 15,516,327

**Newberg Waste Water Treatment Plant
Repair, Renovation, & Expansion Project:
Task Order #7 – Dewatering, Headworks, & IPS Improvements**



Scope of Work Clarifications

DOCUMENTS USED IN THE GMP DESIGN ESTIMATE

- WWTP Repair, Restoration and Expansion Project – Task Order 7 - Site Preparation 100% Design Drawings, HDR Engineering, Inc., August 12, 2013
 - Volume 1: Specifications dated August 9, 2013 - 100% Design
 - Volume 2: Drawings
 - Addendums 1 & 2
 - Field Order No. 001 Dated October 4, 2013
- Mortenson Site Logistics Plan dated August 19, 2013
- Mortenson CPM Schedule dated Sept 24, 2013
- Geotechnical Engineering Report from Shannon & Wilson, Inc. dated April 2013

COST ESCALATION

- Cost Escalation is not included. This proposal is based on an GMP award and NTP date of no later than November 18, 2013, at which point this proposal expires.

CONTINGENCIES

- The estimate City of Newberg controlled contingency as “Owner Contingencies” to fund owner or designer initiated scope changes and/or unforeseen conditions.
- A CM/GC Contingency has been included to cover costs that could occur in the course of executing the work for which the CM/GC would be responsible. Appropriate uses of/for contingency have been defined in the Agreement.

SCHEDULE

We have anticipated the following schedule:

- Final GMP established and Notice to Proceed by November 18, 2013. Anticipated Substantial Completion is July 30, 2015. This work is weather sensitive and release of the work is critical for completion.
- It is intended that the last work on the Critical Path will be upgrades at the existing IPS. As we are not installing "operating systems, our schedule does not include 30 contiguous days of successful, trouble free operations to achieve Substantial Completion as defined in K.4.2 of the General Conditions.

**Newberg Waste Water Treatment Plant
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Scope of Work Clarifications

GENERAL INFORMATION

This Proposal Includes:

1. CM/GC Fee, Contractor's General Liability Insurance, and Payment and Performance Bonds per the bid rates.
2. Builders Risk Insurance.
3. Coordination with Owner provided special testing and inspection agencies.
4. Lump Sum proposals for the CM/GC General Conditions and Self-Performed Work Package.
5. Casual (surface) dewatering is included. Well-point dewatering is not anticipated and is excluded.
6. Bid Package 205 - Mechanical included equipment alternatives. The GMP estimate includes the base equipment as shown on the Bid Package Bid Form, except as noted below:
 - Specification 432192 - Pumping Equipment: Positive Displacement (LOBE) - Screw Press feed pumps (P7-20, P7-60) Clarification. Vogelsang Pumps are included in the base bid. The Gear Reducer provided in the base bid is Nord. Specifications called out for U.S Browning or Reliance Gear Reducer. This does not deviate from the specification.

This Proposal Excludes:

1. Alternates for Septage Receiving and Frontage Improvements, per direction of the City.
2. All engineering and design costs for architectural, structural, landscape and specialty consultants, including construction administration.
3. Geotechnical studies, hazardous material surveys, and other exploratory costs.
4. As-Built surveys of the completed work.
5. Specification Section 01 11 00 Summary of Work. 1.3 Work Sequence items 3.c and 3.h require testing of refurbished Headworks screens at max capacity (23 MGD) for a minimum of one (1) hour. The CM/GC has excluded this testing per 100% GMP review held with City of Newberg and HDR on October 1st, 2013.
6. Independent testing and inspection services.
7. SAC (sewer access charges) and WAC (water access charges), and costs, Right of Way improvement and/or bond costs, and other development permit and use fees.
8. Construction water installation and consumption is excluded. It is assumed site hose-bibs (W1, W2 and W3 water) can be utilized by the contractor at no cost. Reuse water will be used when possible.
9. No power utility connection, meter charges, and consumption charges, are assumed required for construction. Temporary power measures are assumed to be fed from existing plant electrical sources. This is varies from and supersedes the Agreement.
10. Construction web-cams and associated website and maintenance.
11. Hazardous or contaminated soil and/or material. Based on current information provided, it is not anticipated to be encountered. If encountered, Mortenson will assist the City in a spirit of cooperation to determine the most efficient and cost effective means and methods for remediation.
12. Archeological services and removal of artifacts.

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Scope of Work Clarifications

13. Final programming and testing of SCADA systems.
14. Operation of the WWTP. Any reference in the Documents referring to Mortenson or any contractor operations of the water treatment facilities is excluded. Plant staff shall be solely responsible for plant operations and permit compliance. Mortenson shall support and coordinate with the plant staff for any activities that may impact plant operations.
15. Modifying, repairing and/or replacing site lighting at the influent pump station.
16. Painting the dewatering building walls and/or floor.
17. Removal of existing IPS pumps for upgrade work. Plant operations staff shall disconnect and remove pumps for upgrade work. Plant staff to re-install.
18. DEQ CWSRF requirements and/or federal funding, beyond what is currently included in the Agreement. Ties to ARRA funding and Federal Acquisition Regulations, unless specifically included within the Agreement, are specifically excluded.
19. References in the DEQ CM/GC Alternative Contracting Supplement in regards to design team items noted to be performed by the CM/GC. Specifically excluded is submission of plans and specs, development and submission of a plan of operations, facility performance evaluations, and facility O&M Manual.
20. Replanting of any trees.
21. Unforeseen conditions, including but not limited to boulders, unsuitable soils, hazardous and/or contaminated materials.
22. Supply and delivery of Screw Press equipment. CM/GC, Mechanical Contractor, HDR and City of Newberg to have inspection of equipment upon delivery and sign off for transfer of equipment. City of Newberg and HDR to provide coordination with Screw Press supplier for dismantling, assembly, and owner provided testing and training of equipment.
23. Hazardous Material Survey for Headworks Facility will be required prior to demolition. City of Newberg to provide Hazardous Material Survey prior to demolition. CM/GC has assumed that no abatement is needed prior to the demolition of the existing Headworks facility and abatement is excluded from this proposal.
24. Removal and/or relocation of City/Plant Staff items located in the Solids Handling Building has been excluded by the CM/GC. Areas where dewatering upgrade work is to be performed must be cleared to allow construction access and associated work. CM/GC to walk with Plant Staff and City to identify items to be removed and/or relocated.

Allowances Included in the Estimate: (direct costs only):

The following allowances are provided as an additive alternate to the GMP estimate:

1. Water Leakage and Crack Repair: A \$60,000 allowance is included for testing and repair of leakage in the concrete IPS and Headworks structures. This allowance is intended to provide funding for water conveyance and crack repair. This allowance may not be great enough to cover the exact requirements of ACI 350.12.3.2.1 as noted in Section 017843, but instead provides a budget for mutually agreeable testing and repair that provides best value to the City of Newberg.
2. Existing IPS Slide Gates: A \$70,000 allowance is included as an alternate for by-pass pumping and upgrades to existing IPS gates. This allowance is included since the condition of the existing gates has not been determined at this time. Other unused gates encountered have not been in operable condition.

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Scope of Work Clarifications

3. An allowance for abandoning IPS sheet piling has been included per discussions with the City and HDR. Per project specifications 013000 - Special Conditions, it is desired to minimize extra vibration for sheet piles. Allowance anticipates abandoning sheet piling 4' below final grade. Determination to use this will be made based on observations during sheet pile installation.

Clarifications:

1. It is intended that the last work on the Critical Path will be upgrades at the existing IPS. As we are not installing "operating systems at the existing IPS, our schedule does not include 30 contiguous days of successful, trouble free operations to achieve Substantial Completion as defined in K.4.2 of the General Conditions.
2. City of Newberg understands that only one (1) belt press will be operational during the majority of the dewatering upgrades. CM/GC to minimize downtimes to dewatering system as possible. City understands that the only dewatering equipment during this time will be one belt press. The City of Newberg to handle sludge disposal at all times. There will be a period of time during the existing conveyor reconfiguration where the City will need to plan for alternate means of sludge management.
3. The ability of the water holding structures to meet the leak testing requirements includes many factors, including design and construction. These structures will be constructed to the standards of the design and inspected by the owner (or its representative) for compliance of these standards.
4. All ground disturbed in the immediate construction zone will receive hydro-seeding after completion. No additional landscaping, trees, shrubs or plantings are included.
5. Contractor will maintain access road, wheel wash, and parking lot during construction, and access road and staging area will remain at the end of construction to support future phases of work. No costs for removal are included.
6. Bid Package 202 - Earthwork. Emery and Sons (only bidder) is included in the GMP. Contract terms state that special permission must be granted by the City prior to award if less than three bids are received. By agreeing to this proposal, the City acknowledges and accepts this.
7. Bid Package 203 - Electrical. Green Power Electric Contractors (GPEC) is included in the GMP and is accepted to be used by the City of Newberg.
8. Bid Package 205 - Mechanical. Lynch Mechanical is included in the GMP and is accepted to be used by the City of Newberg.
9. Project Signage will be re-used from the 4th Clarifier Project per discussions with the City of Newberg and HDR. Existing signage will be cleaned, re-hung, and lettering replaced to meet current project criteria.
10. An offset distance of 6' for heavy construction equipment was calculated by HDR for the existing Clarifier #1 Structure. The offset was determined for point loads to not impact the existing structure. Mortenson will maintain delineation of this offset. The City of Newberg Plant Staff is to keep Clarifier #1 completely filled during the duration of construction activities per HDR's recommendations.
11. Specification Section 013000 Special Conditions Paragraph 1.9 Special Considerations Related to Adjacent Properties and Facilities. CM/GC has reviewed the special conditions as it relates to the existing Pump Station. CM/GC met with HDR to clarify specific items in regards to loading, vibration, and excavation. CM/GC to submit shoring and excavation Integrated Work Plan for structural engineer review prior to work commencing.

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Scope of Work Clarifications

12. Reclaimed plant water will be used for equipment testing start up in lieu of specified clean water. Testing water will be disposed in the plant drainage system.
13. GM/GC is utilizing she bolts with integral water-stop (to meet specifications).
14. Through wall penetrations will be either sleeved or flanged connection as to not penetrate our wall forms during construction.
15. Headworks crane pad and lay down areas to be installed by CM/GC 6" of gravel for construction and will remain in place for future phases of work.
16. Temporary IPS Crane pad area to be left after construction as a paved area, providing additional lay down area to plant staff.
17. Brick Masonry Specification Section 042113 to be modified to include Interstate (manufacturer) structural brick 8"x4"x16", color to best match existing, as an acceptable product. Specified Manufacturer "Mutual Materials" does not manufacturer 16" structural brick. This is acceptable per HDR and the City.
18. The soil in the mound between the Equalization Basin and the existing Headworks Building has been determined to be non-hazardous by the City of Newberg.
19. CM/GC has clarified Epoxy Coating locations with HDR. The areas that will have to 100% epoxy coated with System #49 per Specification Section are the following: Interior of Grit Basins, Interior of Headworks wet well, Interior of Influent Pump Station (all of it), Screen Channels, all channels in the Headworks and all items 3 ft. above the top of concrete of the Headworks. Clear sealant is included at the interior of the dumpster room and interior of the pump room.
20. CM/GC has included Bentonite waterproofing at the Headworks Foundation only per drawing A-03 Section A/A-02 at below grade walls. Reference Specification Section 07 17 00 Multiple Component Bentonite Waterproofing. No exterior waterproofing is included at the Headworks wet well on the south west side of the building.

(End of Clarifications)