








PUBLIC WORKS DEPARTMENT
MEMORANDUM # 2014 – 50

DATE: October 27, 2014
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager 
David Willett, Director of Public Works 
SUBJECT: Council Resolution 111
WWTP Headworks and Clarifier – Engineering Services

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 are 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

On April 21, 2014, the City issued *RFP 2014-04 Wastewater Treatment Plant Headworks and Clarifier – Engineering Services*. There was a mandatory pre-bid conference on May 19, 2014 that included an open house at the WWTP.

On June 17, 2014, seven proposals were received by the City Clerk. The names of the firms and their proposal estimates are listed below.

| Firm | Proposal Estimate |
|--|--------------------------|
| Farnsworth Group, Inc. | \$1,301,360 |
| Frachetti Engineering, Inc. | \$1,043,299 |
| HDR Engineering, Inc. | \$1,337,650 |
| Providence Infrastructure Consultants | \$982,669 |
| Short Elliott Hendrickson Inc. | \$826,800 |
| TST, Inc. of Denver | \$1,152,200 |
| URS Corporation | \$859,816 |

SELECTION PROCESS

On June 19, 2014, the proposals were distributed to the selection team for review. The initial administrative review focused on the responsiveness, layout/organization/readability, and qualitative content of the proposals. The selection team identified three firms to be interviewed. Interviews were conducted at each of the short listed firm's office on September 23 and 25, 2014. The interviews consisted of a short introduction of the firm and project team, an overview of the critical project elements, and a question-and-answer session. The selection team prepared a list of ten questions for discussion.

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After the interviews were conducted, each selection team member filled out an interview evaluation form that included qualitative ratings for each interview topic or question. The results were tallied and the selection team met on October 8, 2014 to discuss the results and make its final selection. The selection team decided that **Providence Infrastructure Consultants** was the most-qualified firm and the best fit for the project.

The selection team prepared a **Proposal Evaluation Report (PER)** to document the primary goals and objectives of the RFP, the evaluation methodology, the evaluation results, and the backup documentation for the evaluation. Pending award of the project, the PER will be submitted to the City Clerk for record.

CONSTRUCTION PROCUREMENT

Additional items to discuss with City Council:

- ✓ Owner's Representative
- ✓ Construction Procurement – Construction Manager at Risk (CMAR) methodology

RECOMMENDATION

Pending Council's approval of the CMAR approach that is specifically geared to successful completion of the facility construction, staff advises that two contingency levels be applied to the project: 1) 10% design and 15% construction contingency, and 2) CM contingency (may be part of the CM contract).

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

- Authorize the Mayor to execute a contract between the City of Northglenn and **Providence Infrastructure Consultants** for the WWTP Headworks and Clarifier Engineering Services in the amount of **\$982,669.00**; and
- Authorize the City Manager, on behalf of the City, to approve changes in the scope of work, design through construction completion, and execute relevant change orders up to the approved expenditure limit of \$98,267 during the design phase and \$147,400 during the construction phase. Total contingency of **\$245,667.00**.

Staff recommends approval of this Resolution.

STAFF REFERENCE

David H. Willett, PE, Director of Public Works
Raymond Reling, Public Works Superintendent for Utilities

dwillett@northglenn.org or 303.450.8783
rreling@northglenn.org or 303.450.4049

ATTACHMENT

Bid Summary
Resolution
Contracts

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-111
Series of 2014

Series of 2014

A RESOLUTION APPROVING A 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. The City Council hereby approves engineering services for the Wastewater Treatment Plant Headworks and Clarifier Project (the "Project"), in an amount not to exceed \$1,228,336.00 and authorizes the following to accomplish the Project:

(a) The execution of a Professional Services Agreement between the City of Northglenn and Providence Infrastructure Consultants for engineering services for the Project in the amount of \$982,669.00;

(b) To authorize a ten percent (10%) contingency of \$98,267.00 during the design phase and a fifteen percent (15%) contingency of \$147,400.00 during the construction phase of the Project, and authorize the City Manager, on behalf of the City, to approve minor changes in the scope of work and execute relevant change orders up to the approved expenditure limit of \$1,228,336.00.

DATED at Northglenn, Colorado, this ____ day of _____, 2014.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Providence Infrastructure Consultants (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed nine hundred eight-two thousand, six hundred sixty-nine dollars (\$982,669.00). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop

employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general 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), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Terrie Pineda
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Consultant: Providence Infrastructure Consultants
4901 E. Dry Creek Rd., Suite 210
Centennial, CO 80122

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

CITY OF NORTHGLENN, COLORADO

By: _____

Joyce Downing
Print Name

Mayor
Title Date

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: Lee E. Lindeen, Jr.

Lee E. Lindeen, Jr.
Print Name

President 10/16/14
Title Date

ATTEST:

By: Daniel R. Rice
DANIEL R. RICE
Print Name

VICE PRESIDENT 10/16/14
Title Date

City's Project Manager
Tom Kawamoto, Civil Engineer II



City of Northglenn
Public Works Department
11701 Community Center Drive
Northglenn, Colorado 80233

EXHIBIT A

PROJECT OVERVIEW, PROPOSAL REQUIREMENTS, AND SCOPE OF SERVICES

I. PROJECT OVERVIEW

The Northglenn Wastewater Treatment Plant (WWTP) is located in Weld County, just north of Weld Country Road 2. The existing WWTP has a rated hydraulic capacity of 6.5 MGD and the treatment train includes aerated lagoons, activated sludge basins, secondary clarifiers, and ultraviolet disinfection. The City is requesting engineering/design services to implement treatment components in accordance with our Wastewater Utility Plan.

The proposed Headworks and Clarifier project consists of the following components:

- o Construction of a headworks with mechanical screening, grit removal and handling, and odor control.
- o Construction of an additional secondary clarifier to provide redundancy so that the existing clarifiers can be taken out of service for maintenance.
- o Installation of a diesel fuel standby generator. Although the plant has dual power feeds, there are occasions when there is loss of electric power.
- o Construction of a new administration and laboratory building for the plant. The existing administration building is located to the west of the primary lagoons, about a quarter-mile from the majority of the processes.
- o Decommissioning of the existing primary lagoons, which will no longer be required after the new headworks and secondary clarifier(s) are put into service.

To complete these objectives the City shall require, at minimum, the following services:

- A. PROJECT INITIATION AND PROJECT MANAGEMENT
- B. PROJECT RECONNAISSANCE/DOCUMENT REVIEW
- C. ALTA DESIGN SURVEY AND WET/DRY UTILITY VERIFICATION
- D. WASTEWATER TREATMENT PLANT CONSTRUCTION DOCUMENTATION
- E. CONSULTANT/CITY WORKSHOPS
- F. SYSTEM CONTROL AND INSTRUMENTATION REPORT
- G. SURFACE WATER QUALITY AND DRAINAGE REPORT
- H. STORMWATER MANAGEMENT PLAN
- I. CONSTRUCTION MANAGER AT-RISK SELECTION ASSISTANCE
- J. CONSTRUCTION PERMITTING
- K. CONSTRUCTION ADMINISTRATION AND AS-BUILT DOCUMENTATION

- L. STARTUP AND WARRANTY
- M. DELIVERABLES

The Consultant shall submit a complete proposal for the above-mentioned services.

II. PROPOSAL REQUIREMENTS

The Consultant shall submit three (3) hard copies of the proposal along with a CD containing the proposal in PDF format. **Each of the required services shall be itemized and specifically addressed in the proposal.**

The proposal is not intended to be an expansive or elaborate document, but it should be thoughtfully composed and easy to understand. The proposal shall include a Table of Contents. The body of the proposal shall be no longer than fifteen (15) pages, not including cover letter, current rate sheet, and resumes. Resumes should be formatted identically and placed in the appendix. A separate statement of qualifications may also be submitted in the appendix.

The City will award the requested services based on the clarity and responsiveness of the proposals and the Consultant's approach to due diligence and commitment to managing costs effectively. The final selection will not be based solely on cost. The City may, at its sole discretion, invite a short list of consultants to interview as part of the decision-to-award process.

The proposal shall include the following items:

1. **Project Team and Executive Summary** – Identify all members of the engineering/design team assigned to this project. Delineate the time commitment and specific role for both the Principal-in-Charge and the Project Manager as they relate to the successful completion of this project. Summarize your firm's area of expertise and experience on similar assignments specific to the planning, engineering/design, and construction oversight of a WWTP project.

The City is acutely aware of the potential issues that arise when integrating the System Controls and Data Acquisition (SCADA), instrumentation, and other associated electrical equipment to begin start-up and operations. Therefore, as a proposal requirement, the Consultant shall engage and employ a systems and programming professional as an integral team member or subcontractor throughout the duration of the project. Identify this member of your team and clearly delineate time commitment, responsibilities, and deliverables to the project.

2. **Project Management** – Provide a methodology/work plan to meet the requirements of the scope of services. Include a critical path schedule identifying major phases in the scope of services, suggested work session dates with City staff, and major milestones for the deliverables. Explain how your firm will coordinate/communicate with City staff. Identify (explicitly) your firm's protocol for managing budget and keeping the City informed of potential scope creep.

The City expects that the Consultant will perform all the necessary due diligence and acquire a thorough understanding of the scope of services, such that the construction documentation (CD) will include a high level of detail and can be interpreted precisely by the construction manager and the construction contractor. Please explain how you plan to accomplish this required level of detail on the CD's. The proposal fee shall include responses to all submittals and RFI's. The City will not provide addition compensation for these services.

3. **Project Descriptions and References** – Provide a detailed description of two (2) similar WWTP engineering/design projects completed in Colorado within the last six years. Include the number of submittals and requests for information, and the number of change orders for each of your reference projects. Provide the original contract price and the final contract price. Summarize the accomplishments on each project. Provide professional reference(s) and contact information for each project selected.

The Colorado Department of Public Health and Environment (CDPHE) and North Front Range Water Quality Planning Association (NFRWQPA) are important partners on this project. Please identify the professionals that you have worked with at these organizations.

4. **Proposal Fee/Scope of Services and Rate** - The Consultant, at minimum, shall include a detailed proposal estimate/fee in tabular format encompassing all charges (project team, utilization, materials, overhead, and mark-up) to accomplish the scope of services described herein. At the Consultant's discretion, value added services may be included in the proposal. If additional services are included in the proposal, the Consultant shall clearly differentiate those additional services.

Include a 2014 standard hourly rate sheet in the appendix of the proposal.

A copy of the City's standard professional services agreement is attached, for reference. Exceptions to the agreement shall be submitted in writing for review during the question period. The City will address exception requests via addendum. The City will not negotiate any further changes to the agreement after the proposal submission due date.

III. SCOPE OF SERVICES

A. PROJECT INITIATION AND PROJECT MANAGEMENT

- The Consultant shall conduct a two-hour project kick-off meeting with City staff to discuss the project objectives and clarify the direction of the engineering and design team moving forward. The Consultant shall prepare an agenda and minutes for the meeting.
- The Consultant shall participate in weekly conference calls with the City on Wednesdays to discuss project status, schedule, and budget. The Consultant shall prepare and submit a brief project summary with key performance/progress metrics in graphical format, on the preceding Monday.
- The Consultant shall submit monthly billing statements identifying the work being performed under each category of the scope of services. The statements must be supported by daily work annotation clearly articulating the work being performed, and time commitment, by each member of the project team.

B. PROJECT RECONNAISSANCE/DOCUMENT REVIEW

- The Consultant shall review all documents in *Attachment 4 - Reference Materials*. In particular, the Consultant shall review the long-range plans for the plant. The previous WWTP Expansion project completed in 2007 provided buried piping connections for future expansion and these connections shall be utilized, where applicable, for this project. Access to piping connections and building footprints for future expansion (primary clarifiers, solids handling facilities, etc.) shall also be preserved. The Consultant shall also

verify the existing conditions at the WWTP, to identify any changes made between 2007 and the present.

- The Consultant shall perform a detailed subsurface investigation and provide all geotechnical analysis and engineering work required for the design of all structures and yard piping for this project, to minimize the likelihood of construction change orders due to unforeseen subsurface conditions.

C. ALTA DESIGN SURVEY AND WET/DRY UTILITY VERIFICATION

- The Consultant shall provide a comprehensive design survey in American Land Title Association (ALTA) format, including but not limited to: control, boundaries, easements, topography, drives and roadway, utility locates (including all yard piping), and existing structures, facilities, and buildings. The survey shall include information from nearby oil and gas operations on City property.
- The Consultant shall employ non-destructive potholing to verify the size, material, and condition of all critical connection points to the existing system and all utility crossings. The horizontal and vertical data for each pothole shall be captured and utilized to provide a complete, accurate, and comprehensive design.

D. WASTEWATER TREATMENT PLANT CONSTRUCTION DOCUMENTATION

- Verification of Requirements and Due Diligence
 - The requirements listed below for each component of the project were taken from the 2012 Wastewater Utility Plan Update. The Consultant shall be responsible for verifying that these requirements have or have not become more stringent due to recent changes in the governing regulations.
 - The plant's current discharge permit will expire at the end of March 2015. It is anticipated that Regulation #85 will include a total phosphorus limit of 1.0 mg/L (Running Annual Median). Although the existing Biological Nutrient Removal (BNR) process was designed to remove phosphorus, the improvements for this project shall include a chemical feed and storage system to provide backup phosphorus removal. The location of the chemical addition shall be determined during design.
 - The Consultant shall provide complete engineering and design contract documents for construction, including but not limited to the following disciplines: civil, process and instrumentation, architectural, structural, mechanical, HVAC and plumbing, electrical, and instrumentation and control. The City will not provide any supplemental services, either in-house or through a third-party consultant.
 - The contract documents shall contain a high level of detail and clarity, to avoid an inordinate amount of requests for information (RFIs) and submittals during construction. Additional compensation will not be provided for these services.

- Headworks

- Flow Diversion

The design shall include a connection plan for tying into the existing 27-inch Prestressed Concrete Cylinder Pipe (PCCP) force main (Plan A). In addition, there shall be a back-up plan (Plan B) for temporarily storing raw wastewater, should the diversion not be completed in a timely manner. The City will discuss the possible diversion of flow to Metro Wastewater Reclamation District with Thornton/Metro, via the interconnection point located at Lift Station A (Plan C).

The tie-in to the existing force main shall be made at a point upstream of the existing lagoon splitter box. Flow to the primary lagoons shall be discontinued after the new headworks is brought online.

- Influent Flow Metering

The new headworks shall include influent flow metering, with equipment and instrumentation acceptable to the CDPHE. The primary lagoon effluent flow rate is currently measured in a vault upstream of the activated sludge lagoons. To facilitate construction while the existing plant is in service and to accommodate the aforementioned tie-in window, new flow measurement equipment and instrumentation shall be provided as part of this project.

- Screening, Washing, and Dewatering

The headworks shall include mechanical equipment for fine screening and the washing and dewatering of screenings. Screenings shall be washed and dewatered so that organic material is returned to the process stream and non-organic material is removed and conveyed to a dumpster.

A backup channel with a manual bar screen shall be provided to allow one mechanical screen to be taken out of service for maintenance or repairs. Manually-operated stop gates shall be provided for isolating each channel.

- Grit Removal, Washing, and Classification

Grit separation shall be provided, with enough redundancy so that bypassing of the separation process will not be necessary to shut down and perform routine maintenance.

Grit pumps shall convey the grit to washer/classifiers. The grit pumps shall be sized to accommodate the full grit removal capacity with one pump out of service. The grit washers/classifiers shall be sized so that only one needs to be in operation at a given time.

The grit shall be washed and organic material shall be returned to the process flow. Source water shall be provided by the plant's non-potable water system. The washed grit shall be dewatered and conveyed to a dumpster for storage.

- Headworks Building

The mechanical screening and grit removal, washing, and classification equipment shall be located within a permanent building and protected from freezing. The headworks building shall be designed in accordance with NFPA 820 and NEC 500. Odors shall be contained within the building and mitigated. A separate electrical room shall be provided. The building architecture shall be match the existing pumping station and UV disinfection buildings.

- Additional Secondary Clarifier

- An additional secondary clarifier shall be constructed to provide redundancy, allowing the existing secondary clarifiers to be taken out of service for maintenance.

- A new flow splitter box shall be constructed upstream of the clarifiers, providing a proportional flow split to both existing and proposed units.

- The new secondary clarifier shall include a conical bottom to promote consistent removal of solids, outboard launders to reduce algae, and use of isolation valves instead of isolation gates.

- After the additional secondary clarifier is operational, the existing secondary clarifiers shall taken out of service, one at a time, and modified so that the outlet launders are located at the periphery of the tanks and the scum collection system will cover the entire water surface. Currently, the portion of the water surface outside of the inboard launders does not have any scum collection. The rehabilitation shall also include adding slope to the flat bottoms and modifying the sludge collection mechanisms accordingly.

- Standby Generator

- Although the plant has dual power feeds, there have been occasions when both feeds are down simultaneously and the plant is left without power. The new standby generator shall provide a continuous source of power for uninterrupted operation.

- The new standby generator shall run on diesel fuel and shall be provided with an above-grade storage tank with required secondary containment, capable of fueling the generator for 24 hours under full load conditions. The standby generator shall be sized to maintain operation of critical equipment and provide power to the new administration building. The standby generator shall be provided with an automatic transfer switch and a weather-protective enclosure. Sound attenuation shall match the applicable standard for the location.

- New Administration Building

- A new administration building shall be constructed in the general vicinity of the existing mechanical plant, consisting of the following facilities:

SCADA Room

Offices/Workspaces

Conference/Training Room
Laboratory
Kitchen/Break Room
Separate Men's and Women's Restrooms, with Lockers and Showers for Each
Mechanical Room
Electrical/Telephone/Server Room
Janitorial Closet
Maintenance Area
Paved Access Road from E. 168th Ave. and Parking Area
Potable Water Cistern and Booster Pumping System
Sanitary Sewer Lift Station with Discharge at Headworks

- The existing Supervisory Control and Data Acquisition (SCADA) equipment shall be relocated from the existing service building to the new administration building. In addition, a completely redundant server shall be provided, to back up the server located at the water treatment plant.
- The Consultant shall perform an evaluation of the existing laboratory equipment to determine which items may be salvaged and relocated to the new administration building. The new laboratory shall be a fully functioning and independent from the Water Treatment Plant (WTP) laboratory. Currently, some wastewater tests must be performed at the WTP lab.
- The architecture of the new administration building shall match the existing pump station and UV disinfection buildings. The existing service building will be re-purposed by the City for storage and other uses.
- The location of the new administration building is not shown in any of the reference documents. The City's preferred location for the new administration building is between the existing BNR basins and East 168th Avenue. The Consultant shall assist the City with selection an appropriate location that will not impinge on future expansion of the plant.
- The Consultant shall prepare a comprehensive building code analysis (2009 International Building Code and 2011 National Electric Code) for the administration building. The analysis also shall include coordination with the Building Department (SAFEbuilt Colorado) and North Metro Fire Rescue District regarding fire protection requirements.
- Decommissioning of Primary Lagoons
 - The primary lagoons shall be decommissioned once the new headworks is placed into service. Decommissioning shall include dewatering, dredging of solids, and partial backfill. The solids shall be transferred to the sludge storage lagoons located to the north of the primary lagoons.
 - The Consultant shall provide a lagoon decommissioning plan that will protect the waters of the state (surface water and groundwater) and the surrounding environment in accordance with appropriate environmental regulations.

E. CONSULTANT/CITY WORKSHOPS

- The Consultant shall schedule and conduct the following workshops with the City project team:
 - 30% Design Milestone: one (1) four-hour workshop
 - 60% Design Milestone: one (1) four-hour workshop
 - 95% Design Milestone: one (1) six-hour workshop
- The Consultant shall prepare agendas and minutes for each workshop, documenting the discussions and the comments, feedback, and direction from the City. The minutes for each workshop shall be submitted to the City for review and approval.

F. SYSTEM CONTROL AND INSTRUMENTATION REPORT

- The Consultant shall prepare a System Control and Instrumentation Report, for review and acceptance by the City. The Consultant shall investigate the City's existing Supervisory Control and Data Acquisition (SCADA) system, to the extent that any new instrumentation and control equipment installed for this project can be seamlessly integrated during construction. All new SCADA equipment shall be compatible with equipment and systems installed at the City within the last five years. The report shall contain the following items:
 - As-Built Conditions of Existing Control and Instrumentation
 - Process and Instrumentation Diagrams (P&IDs) and Control Narratives
 - Equipment to be Provided
 - Proposed Equipment and Instrumentation Tagging
 - Sample Screen Images
 - Upgrades to the Existing System

These items shall also be included in the construction documentation.

G. SURFACE WATER QUALITY AND DRAINAGE REPORT

- The Consultant shall prepare a Surface Water Quality and Drainage Report, for review and acceptance by the City. All water quality and drainage submittals shall comply with City of Northglenn Standards and Specifications, City of Northglenn Municipal Code, standard engineering practices, and governing regulations.

H. STORMWATER MANAGEMENT PLAN

- The Consultant shall prepare a Stormwater Management Plan, for review and acceptance by the City. All stormwater submittals shall comply with City of Northglenn Standards and Specifications, City of Northglenn Municipal Code, standard engineering practices, and governing regulations.

I. CONSTRUCTION MANAGER AT-RISK SELECTION ASSISTANCE

- The City anticipates selecting a Construction Manager At-Risk (CMAR) at the 30 Percent Design milestone. The Consultant shall prepare a Request for Qualifications (RFQ), attend the pre-selection conference and site walk-through, respond to all questions submitted in writing, and prepare one addendum. The Consultant shall evaluate the qualification

submittals, participate in interviews, and make a recommendation for award.

- It is anticipated that the CMAR will become a member of the project team and provide input during intermediate and final design.

J. DESIGN AND CONSTRUCTION REVIEWS AND PERMITTING

- CDPHE and NFRWQPA

- Wastewater Utility Plan

Northglenn has a Wastewater Utility Plan Update that was submitted and approved in 2012 (see *Attachment 2 - Reference Materials*). Since this project will follow the recommendations in the Utility Plan Update, it is not anticipated that a revision will be required.

- Preliminary Effluent Limits (PELs) Request

The Consultant shall submit a formal request for Preliminary Effluent Limits and provide all required information to the CDPHE.

- Site Application

It is anticipated that a Site Application (SA) will be required for this project, because the decommissioning of the primary lagoons will reduce the plant's capacity to 4.8 MGD. (The average daily flow is currently 3.1 MGD.) The Consultant shall prepare the Preliminary Engineering Report (PER), SA Form, and Completeness Checklist and submit them to the CDPHE. The SA submittal shall also be sent to the NFRWQPA for signature.

- Process Design Report

The Consultants shall prepare and submit a Process Design Report (PDR) for review by the CDPHE. The Consultant shall also prepare the PDR Form and PDR Checklist.

- Final Design Plans and Specifications and Construction As-Approved Certification

The Consultants shall submit the final design plans and specifications for review by the CDPHE. The Consultant shall also provide Construction As-Approved certification to the CDPHE after construction is completed. The Consultant shall include in the proposal an estimate for time, mileage, and any associated costs for office staff to perform critical construction inspection and observation required to provide the construction completion certification.

- Review Fees and Responses/Revisions

The City will provide all fees for CDPHE reviews and required permits. The Consultant shall provide follow-up responses to all questions and comments from the CDPHE until all submittals are approved. The Consultant shall also revise the submittal contents as necessary until approval is granted.

- Building Department
 - The City sub-contracts its building department services to SAFEbuilt Colorado. The Consultant shall prepare a comprehensive building code analysis (2009 International Building Code and 2011 National Electric Code) during preliminary design for all applicable structures, for review and acceptance by SAFEbuilt. The Consultant shall also submit the final construction drawings to SAFEbuilt for review and approval. All building department fees shall be paid internally by the City.
- Fire District
 - The Northglenn WWTP is located within the service area of the North Metro Fire Rescue District (NMFRD). The Consultant shall confirm that the fire protection requirements determined in the building code analysis are acceptable with NMFRD. The Consultant shall submit the final construction drawings to NMFRD for review and approval.

K. CONSTRUCTION ADMINISTRATION AND AS-BUILT DOCUMENTATION

- The construction administration for this project shall include, but not be limited to:
 - Administration of the preconstruction meeting
 - Participation in weekly construction progress meetings
 - Review of all submittals
 - Support for all Requests For Information (RFI)
 - Participation in the final walk-through with the construction contractor
 - Preparation of as-built construction drawings based on the mark-ups from the construction contractor
 - Preparation of an addendum to the plant operation and maintenance manual to include the new headworks, third secondary clarifier, and standby generator
 - All on-site visits required by engineering and design team to observe construction, investigate issues, and provide the construction completion certification as Engineer of Record to the CDPHE
- The number of submittals and RFIs is dependent on the clarity and level of detail provided in the design documents. The City expects that Consultant will respond to all submittals and RFIs. The City will not provide additional compensation for these services.

L. STARTUP AND WARRANTY

- The Consultant shall attend the pre-startup conference and provide two (2) eight-hour days of on-site assistance during startup to assist with commissioning and troubleshooting of the new processes.
- The Consultant shall provide two (2) two-hour training sessions for plant staff on the proposed additions to the plant operation and maintenance manual, beyond the training provided by the individual equipment suppliers/manufacturers.
- The Consultant shall provide four (4) two-hour site visits during the warranty period to assist plant staff with optimization of the new processes and equipment.

- The Consultant shall provide one (1) two-hour walk-through at the end of the 2-year warranty period with the construction contractor to discuss any issues that may arise.

M. DELIVERABLES

- Project Initiation
 - ALTA Survey
 - Subsurface Investigation
 - Preliminary Effluent Limits request
- Site Application
 - Site Application preparation and submittal to CDPHE
 - Site Application submittal to NRFWQPA
 - Preliminary Engineering Report (PER)
 - Geotechnical Analysis and Foundation Recommendations
- 30% Design
 - 30% Design Drawings
 - Process Design Report (PDR)
 - Engineer's Opinion of Probable Cost
 - PDR and 30% Design Drawings submittal to CDPHE for review and approval
 - Building Code Analysis
 - CMAR Request for Qualifications
- 60% Design -- Owner Review
 - 60% Design Drawings
 - 60% Specifications, including construction sequencing and all equipment and electrical, instrumentation and controls, and PLC sections
 - System Control and Instrumentation Draft Report
 - Updated Engineer's Opinion of Probable Cost
- 95% Design
 - Final Construction Drawings and Specifications
 - System Control and Instrumentation Final Report
 - Surface Water Quality and Drainage Report
 - Stormwater Management Plan
 - Final Engineer's Opinion of Probable Construction Cost
- Construction Administration
 - Submittal Responses
 - RFI Responses

- Completion of Construction
 - As-Built Drawings
 - Operations and Maintenance Manual Update
- The Consultant shall utilize and provide the City access to a cloud-based document management service (such as Microsoft SharePoint) for document reviews, comments, and file transfers. The service shall be provided from the beginning of design to the completion of construction.
- All items required by the NFRWQPA, CDPHE, SAFEbuilt, and NMFRD shall be provided by the Consultant and submitted in the number and format required.
- The Consultant shall provide three sets of 200% enlarged 22"x34" hard copy plan sets at the preconstruction meeting, one for the City and two for the construction contractor. The Final Construction Drawings and As-Built Drawings shall be provided to the City in AutoCAD and PDF format.
- The preliminary (30% Design) cost opinion may utilize cost data from similar projects completed within the last five years, adjusted for size/capacity and the changes in the Engineering News-Record Construction Cost Index (ENRCCI) and the Denver-Boulder-Greeley Consumer Price Index.
- The intermediate and final cost opinions (at 60% and 95% Design) shall be detailed and itemized, incorporating budgetary quotations for major equipment items, quantitative measurements of the materials of construction, and percentage-based estimates for installation, labor, mark-up, overhead, profit, bonding, and insurance, etc.

Section 4



Proposal Fee/Scope of Services and Rate

4.1 PROPOSAL FEE

As discussed in the previous sections, the PROVIDENCE team has successfully completed several wastewater treatment plant projects similar to the City's project and is confident in being able to provide the City with the best value. We are a client focused team that will provide the City with a new, critical, and independent perspective of the project in a cost-effective manner.

The table below provides a simple breakdown of our Proposal Fee in accordance with our understanding of the requirements of the City's RFP. Our approach is to provide a fair estimate of the effort and fee for the project to

prevent surprises during the design where more funds are required to complete the project. Repeatedly requesting approval for contract adjustments based on minor changes in scope creates stress for everyone involved. In addition, these requests work against maintaining the positive momentum needed to keep a project of this size moving forward on schedule. We believe that PROVIDENCE provides the best value and has provided the City with a fair and realistic engineering services cost.

On the following page we have also provided a detailed breakdown in tabular format of our Proposal Fee including hours, fees, and expenses.

4.2 RATES

Attached in the appendix of this proposal is our rate sheet that will be used for the project.

Because PROVIDENCE is a Colorado-based firm with low corporate overhead, we offer competitive rates while still providing the experience and quality of much larger firms where we spent most of our careers. As demonstrated in the previous sections and shown in the resumes included in the proposal, our staff is comprised of professional engineers that have the specific project experience needed to address all of the challenges associated with the City's project.

EXHIBIT B – AMOUNT OF COMPENSATION

| Item | Description | Amount |
|------|--|-----------|
| A | PROJECT INITIATION AND PROJECT MANAGEMENT | \$30,329 |
| B | PROJECT RECONNAISSANCE/DOCUMENT REVIEW | \$17,892 |
| C | ALTA DESIGN SURVEY AND WET/DRY UTILITY VERIFICATION | \$15,984 |
| D | WASTEWATER TREATMENT PLANT CONSTRUCTION DOCUMENTATION | \$513,034 |
| E | CONSULTANT/CITY WORKSHOPS | \$7,969 |
| F | SYSTEM CONTROL AND INSTRUMENTATION REPORT | \$7,048 |
| G | SURFACE WATER QUALITY AND DRAINAGE REPORT | \$5,355 |
| H | STORMWATER MANAGEMENT PLAN | \$3,933 |
| I | CONSTRUCTION MANAGER AT-RISK SELECTION ASSISTANCE | \$25,040 |
| J | DESIGN AND CONSTRUCTION REVIEWS AND PERMITTING | \$61,281 |
| K | CONSTRUCTION ADMINISTRATION AND AS-BUILT DOCUMENTATION | \$275,742 |
| L | STARTUP AND WARRANTY | \$12,212 |
| M | DELIVERABLES | \$6,850 |
| | TOTAL | \$982,669 |

EXHIBIT B

NORTHGLENN WWTP HEADWORKS AND CLARIFIER, RFP NUMBER 2014-04
Work Breakdown Structure & Fee

| WBS No. | Phase / Task Descriptions | Personnel Hours | | | | | | | | | | Budget | | | | Sub Consultants | | | Total | | | | | |
|---------|--|-------------------|-----------------------|------------------|-------------|----------------|----------------------------------|---------------|---------------------|-------------|---------------------|-----------------|--------------------|----------------|----------|-----------------|------------------|----------|---------|--------------|------------|-----------|-----------------|---------|
| | | Principal/Manager | Lead Project Engineer | Process Engineer | Andrew Rice | Wendy Daughtry | Project Engineers / Darin Pyltik | Architectural | Structural Engineer | Mark Gracer | Electrical Engineer | HVAC & Plumbing | Process Specialist | CAD Technician | Critical | Total Hours | PROVIDENCE Labor | Expenses | | Deliverables | PROVIDENCE | Surveying | Utility Locator | Geotech |
| 100 | PHASE 100 - PROJECT INITIATION & PROJECT MANAGEMENT | | | | | | | | | | | | | | | | | | | | | | | |
| 101 | Project Kickoff Meeting - Agenda, Attendance, Minutes | 2 | 6 | 2 | | | | | | | | | | | | | | | | | | | | |
| 102 | Prepare Weekly Project Summary | 52 | | | | | | | | | | | | | | | | | | | | | | |
| 103 | Weekly Conference Calls (26 calls) | 6 | | | | | | | | | | | | | | | | | | | | | | |
| 104 | Project Management and Billing (20 Invoices) | 16 | 80 | | | | | | | | | | | | | | | | | | | | | |
| | Subtotal | 24 | 164 | 14 | | | | | | | | | | | | | | | | | | | | |
| 200 | PHASE 200 - PROJECT RECONNAISSANCE/DOCUMENT REVIEW | | | | | | | | | | | | | | | | | | | | | | | |
| 201 | Review of Reference Documents | 8 | 8 | | | | | | | | | | | | | | | | | | | | | |
| 202 | Verify Existing Conditions at WWTP | 4 | | | | | | | | | | | | | | | | | | | | | | |
| 203 | Subsurface Investigation and Report | 4 | | | | | | | | | | | | | | | | | | | | | | |
| 204 | ALTA Design Survey | 4 | | | | | | | | | | | | | | | | | | | | | | |
| 205 | Non-Destructive Pooling | 4 | | | | | | | | | | | | | | | | | | | | | | |
| | Subtotal | 20 | 12 | 32 | 8 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 3 | 97 | 11,776 | 100 | | 11,876 | 8,000 | 5,000 | 9,000 | 33,876 |
| 300 | WWTP CONSTRUCTION DOCUMENTATION | | | | | | | | | | | | | | | | | | | | | | | |
| 301 | Verification of Design and Due Diligence | 4 | 24 | 24 | | | | | | | | | | | | | | | | | | | | |
| 302 | General Sheets | 8 | 30 | 24 | | | | | | | | | | | | | | | | | | | | |
| 303 | Headworks Design | 30 | 120 | 180 | | | | | | | | | | | | | | | | | | | | |
| 304 | Additional Secondary Clarifier | 8 | 36 | 60 | | | | | | | | | | | | | | | | | | | | |
| 305 | Storage Generator | 2 | 8 | | | | | | | | | | | | | | | | | | | | | |
| 306 | New Administration Building | 24 | 100 | | | | | | | | | | | | | | | | | | | | | |
| 307 | Site Design | 7 | 31 | | | | | | | | | | | | | | | | | | | | | |
| 308 | Documentation of Primary Leptons | 2 | 10 | 60 | | | | | | | | | | | | | | | | | | | | |
| 309 | Engineer's Opinion of Probable Cost | 1 | 3 | 24 | | | | | | | | | | | | | | | | | | | | |
| 310 | Contractor City Workshops (3 Workshops) | 14 | 24 | 14 | | | | | | | | | | | | | | | | | | | | |
| 311 | System Control and Instrumentation Report | 1 | 6 | 16 | | | | | | | | | | | | | | | | | | | | |
| | Subtotal | 102 | 390 | 462 | 198 | 480 | 272 | 260 | 40 | 1,966 | 84 | 4,879 | 528,335 | 150 | 5,310 | 533,661 | 50 | | 533,661 | 8,000 | 5,000 | 9,000 | 553,661 | |
| 400 | CONSTRUCTION MANAGER AT-RISK SELECTION | | | | | | | | | | | | | | | | | | | | | | | |
| 401 | Prepare Request for Qualification | 8 | 32 | | | | | | | | | | | | | | | | | | | | | |
| 402 | Pre-Selection Conference and Site Walk-Through | 4 | 8 | | | | | | | | | | | | | | | | | | | | | |
| 403 | Questions and Addendum | 2 | 24 | | | | | | | | | | | | | | | | | | | | | |
| 404 | Evaluate Qualifications | 8 | 24 | | | | | | | | | | | | | | | | | | | | | |
| 405 | Interviews | 1 | 6 | | | | | | | | | | | | | | | | | | | | | |
| 406 | Formal Recommendation | 1 | 6 | | | | | | | | | | | | | | | | | | | | | |
| | Subtotal | 25 | 126 | | | | | | | | | | | | | | | | | | | | | |
| 500 | DESIGN AND CONSTRUCTION REVIEWS AND PERMITTING | | | | | | | | | | | | | | | | | | | | | | | |
| 501 | Surface Water and Drainage Report | 1 | 4 | | | | | | | | | | | | | | | | | | | | | |
| 502 | Stormwater Management Plan | 1 | 2 | | | | | | | | | | | | | | | | | | | | | |
| 503 | Submittal Preliminary Effluent Limits (PEL) Request to CDPHE | 2 | 10 | 24 | | | | | | | | | | | | | | | | | | | | |
| 504 | Site Application | 4 | 14 | 120 | | | | | | | | | | | | | | | | | | | | |
| 505 | Process Design Report (PDR) | 1 | 2 | 16 | | | | | | | | | | | | | | | | | | | | |
| 506 | Final Design Approval by CDPHE | 1 | 2 | 24 | | | | | | | | | | | | | | | | | | | | |
| 507 | Review Fees Responses/Revisions | 2 | 8 | 32 | | | | | | | | | | | | | | | | | | | | |
| 508 | Building Department Review | 1 | 4 | 16 | | | | | | | | | | | | | | | | | | | | |
| 509 | Fire District Review | 1 | 4 | 16 | | | | | | | | | | | | | | | | | | | | |
| | Subtotal | 10 | 48 | 292 | | | | | | | | | | | | | | | | | | | | |
| 600 | CONSTRUCTION ADMINISTRATION & AS-BUILT DOCUMENTS | | | | | | | | | | | | | | | | | | | | | | | |
| 601 | Preconstruction Meeting | 1 | 2 | 24 | | | | | | | | | | | | | | | | | | | | |
| 602 | Weekly Construction Meetings (60 Meetings) | 28 | 210 | 1080 | | | | | | | | | | | | | | | | | | | | |
| 603 | Submittal Review | 8 | 32 | 80 | | | | | | | | | | | | | | | | | | | | |
| 604 | RFI Review and Response | 8 | 32 | 80 | | | | | | | | | | | | | | | | | | | | |
| 605 | SCADA System Integration | 4 | 16 | 64 | | | | | | | | | | | | | | | | | | | | |
| 606 | Substantial Completion Walk-Through | 3 | 13 | 8 | | | | | | | | | | | | | | | | | | | | |
| 607 | Preparation of As-Built Drawings | 2 | 8 | 64 | | | | | | | | | | | | | | | | | | | | |
| 608 | Address Preparation for Existing O&M Manual | 2 | 8 | 64 | | | | | | | | | | | | | | | | | | | | |
| 609 | On-Site Visits During Construction (1 day/Week for 60 weeks) | | 347 | | | | | | | | | | | | | | | | | | | | | |
| | Subtotal | 215 | 1,119 | 1,756 | 873 | 768 | 874 | 554 | 364 | 1,371 | 248 | 8,386 | 996,303 | 3,550 | 6,450 | 966,669 | 5,000 | | 966,669 | 8,000 | 5,000 | 9,000 | 982,669 | |
| 700 | STARTUP AND WARRANTY | | | | | | | | | | | | | | | | | | | | | | | |
| 701 | Pre-Startup Conference | 4 | 8 | | | | | | | | | | | | | | | | | | | | | |
| 702 | Training Sessions | 8 | | | | | | | | | | | | | | | | | | | | | | |
| 703 | Warranty Period Site Visits | 4 | 24 | | | | | | | | | | | | | | | | | | | | | |
| | Subtotal | 4 | 24 | | | | | | | | | | | | | | | | | | | | | |
| | Total | 215 | 1,119 | 1,756 | 873 | 768 | 874 | 554 | 364 | 1,371 | 248 | 8,386 | 996,303 | 3,550 | 6,450 | 966,669 | 5,000 | | 966,669 | 8,000 | 5,000 | 9,000 | 982,669 | |

Notes:
1. The assumed length of time for the design period is 8 months
2. The assumed length of time for the construction is 14 months
3. The deliverable costs are for the reproduction of multiple copies of reports, specifications or drawings

EXHIBIT B

2014
Providence Infrastructure
Schedule of Billing Rates

| <u>Position</u> <u>Classification</u> | <u>Hourly</u> <u>Billing</u> <u>Rate</u> |
|--|---|
| Administration I | \$42.00 |
| Administration II | \$79.65 |
| CADD | \$70.67 |
| Senior Designer | \$105.77 |
| Resident Project Representative I | \$64.90 |
| Resident Project Representative II | \$108.17 |
| GIS Specialist | \$76.42 |
| Staff Engineer I | \$75.00 |
| Staff Engineer II | \$83.65 |
| Staff Engineer III | \$93.75 |
| Senior Engineer I | \$115.38 |
| Senior Engineer II | \$122.60 |
| Senior Engineer III | \$138.22 |
| Principal I | \$144.23 |
| Principal II | \$153.85 |

Notes:

1. Position classifications listed above refer to PROVIDENCE's standardized classification system for employee compensation. For the Staff Engineer, Senior Engineer and Principal classifications, these positions can refer to either Engineer or Architect.
2. The hourly rates shown above are for services through December 31, 2014 and are subject to annual revision after that date.
3. Non-exempt personnel will be billed at 1.5 times hourly rate and exempt personnel will be billed at the standard hourly rate for any overtime.
4. For outside expenses spent on the project, PROVIDENCE will charge for these at cost.

**PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: Providence Infrastructure Consultants
(Prospective Consultant)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name WWTP Headworks and Clarifier -- Engineering Services

Bid Number RFP 2014-04

Project No. 2014-112

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 16th day of October, 2014.

Prospective Consultant Providence Infrastructure Consultants

By: Lee E Lindeman Jr.

Title: President