

**PUBLIC WORKS DEPARTMENT MEMORANDUM
#29-2020**

DATE: September 14, 2020
TO: Honorable Mayor Meredith Leighty and City Council Members
THROUGH: Heather Geyer, City Manager *hmg*
FROM: Kent Kisselman, PE – Director of Public Works *FKK*
SUBJECT: CR-118 – Engineering Services, WWTP Odor Mitigation

PURPOSE

To consider CR-118, a resolution approving a professional services agreement for the Force Main A Odor Mitigation Project, to reduce odors at the Wastewater Treatment Plant (WWTP).

BACKGROUND

In recent months, Northglenn staff have received dozens of odor complaints for the WWTP in Weld County. The complaints have come from Thornton residents living near the plant. Although the WWTP is in full compliance with its permit, staff recommends this project to help mitigate the odors.

Providence Infrastructure Consultants (Providence) previously recommended an oxygen injection system for Force Main A as part of the headworks project, which was completed at the WWTP in 2017. Due to funding limitations, the oxygen injection system was removed from the headworks project and not designed or constructed at that time.

Staff now sees an opportunity to construct the oxygen injection system and a small bio-filter as part of the Lift Station A project, which is currently in the design phase. Providence is already under contract for the Lift Station A project. Also, the City has a capable Construction Manager At Risk contractor for the Lift Station A project in Filanc, who could complete this project as an additional Guaranteed Maximum Price (GMP).

STAFF RECOMMENDATION

Staff advises a 10% contingency for this contract. Attached is CR-118, a resolution that, if approved, would authorize the Mayor to execute a contract between the City and Providence for design of the WWTP Odor Mitigation Project in an amount not to exceed \$169,629, and authorizes the City Manager, on behalf of the City, to approve minor changes in the scope of services and execute relevant change orders, up to the approved expenditure limit of \$186,591.90. Staff recommends approval of CR-118.

BUDGET/TIME IMPLICATIONS

This project will be funded out of the Wastewater Fund, using the same account as the Lift Station A and Force Main A design and pre-construction budget. The following table summarizes this budget:

Wastewater Fund 2020 Budget	\$3,000,000
Lift Station A and Force Main A Design Contract	(\$1,439,059)
Lift Station A Preconstruction Fee (Filanc)	(\$34,395)
Force Main A Preconstruction Fee (BT Construction)	(\$39,240)
WWTP Odor Mitigation	(\$169,629)
Contingency (10%)	(\$16,962.90)
Remaining Budget	\$1,300,714.10

Providence has stated they can perform this job concurrently with the Lift Station A design work. The target completion for design is December 2020, with the proposed construction work to start in spring 2021. Providence has also provided an engineer's probable cost opinion of \$2.2 million for the construction phase of the odor mitigation project. This amount will be finalized by Filanc, who will provide a proposed GMP that the City will have the option to accept at a later time.

STAFF REFERENCE

If Council members have any questions they may contact Director of Public Works Kent Kisselman at 303.450.4005 or kkisselman@northglenn.org.

CR-118 – Engineering Services, WWTP Odor Mitigation
Professional Services Agreement

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-118
Series of 2020

Series of 2020

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND PROVIDENCE INFRASTRUCTURE CONSULTANTS FOR ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT ODOR MITIGATION PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and Providence Infrastructure Consultants, attached hereto, in the amount of \$169,629.00, with a ten percent (10%) contingency of \$16,962.90, for a total amount not to exceed \$186,591.90 for engineering services for the Wastewater Treatment Plant Odor Mitigation Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2020.

MEREDITH LEIGHTY
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 one hundred sixty nine thousand six hundred twenty nine dollars(\$169,629). 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.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or

percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

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. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

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: Mike Roman, PE
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
300 Plaza Drive, Suite 320
Highlands Ranch, CO 80129

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

CITY OF NORTHGLENN, COLORADO

By: _____

Meredith Leighty

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

Print Name

President 8/12/2020

Title Date

ATTEST:

By:  _____

Daniel R. Rice

Print Name

Vice President 8/12/2020

Title Date



EXHIBIT A

300 Plaza Drive, Suite 320
Highlands Ranch, Colorado 80129
Tele: (303) 997-5035
www.providenceic.com

MEMO

TO: Mike Roman, City of Northglenn
FROM: Lee Lindeen, P.E. & Terry McEnany, P.E.
DATE: August 12, 2020
RE: **LIFT STATION A AND FORCE MAIN PROJECT
ADDITIONAL DESIGN AND CONSTRUCTION SUPPORT FOR OXYGEN INJECTION
SYSTEM**

ATTACHMENT(S):

The purpose of this memorandum is to summarize the efforts and costs associated with adding an oxygen injection system for the above referenced project. Providence Infrastructure Consultants, Inc. (PIC) proposes engineering services for Amendment #3 consisting of preliminary activities, design, and construction support for an oxygen injection system located near the southwest corner of the Northglenn WWTP property. The system would be designed to dissolve oxygen into the wastewater being conveyed through the existing 27-inch PCCP force main. This oxygen would then oxidize the sulfides in the wastewater before they exit the force main at the termination vault. Due to the limitations of reaction time through this length of pipeline (~1,600 linear feet), we are also recommending the installation of a small dual-celled biofilter to treat air pulled from the head space of the termination vault conveying wastewater to the headworks. This is likely not to be needed, at all times but will provide a secondary safeguard for any remaining odors from the termination vault.

SCOPE OF WORK

A detailed description of work tasks follows:

Preliminary Activities

Task 1401 – Data Gathering

PIC will initiate a site visit with City staff to review the opportunities and constraints of oxygen injection and biofilter installation within the property boundaries of the WWTP. Structural and electrical subconsultants will also attend the site visit. Water quality data from the last three years (as a minimum) will be provided by the City and summarized by PIC to provide a basis for design. We have included 1 day on-site for a surveyor to augment existing mapping and locate new structures, access, easements, and other surface features for the design drawings. For foundation design, PIC will use data from a previous geotechnical investigation completed for the oxygen injection site. It is assumed this prior report will provide the necessary design data based on borings and soils classification. Potholing is not thought to be needed and therefore the location of underground utilities is not included in the scope of services.

Task 1402 – Evaluation of Vendor Proposals

PIC has initiated contact with two (2) manufacturers of oxygen injection equipment and their terms and conditions for procurement and preliminary testing with pilot equipment. PIC will evaluate the proposals and prepare a technical memorandum (TM) listing the features of 2 vendor packages, their advantages and disadvantages, and the options for ancillary equipment, such as on-site oxygen generation or liquid oxygen delivery and storage.

Task 1403 – Preliminary Testing

One of the system vendors offers full scale pilot testing using enclosed trailer-mounted equipment. As an alternative, PIC will also develop options for small-scale testing that are independent of vendor proposals. PIC will investigate the feasibility of conducting pilot testing and develop a preliminary testing plan. Whether the City elects to conduct the vendor pilot testing or independent testing, PIC will coordinate with the City for setup, sampling, and testing. PIC would rely on the City for the equipment needed for any physical pumping or piping to create a small-scale pilot test. Findings of the preliminary testing would be used to evaluate the system design parameters. PIC will prepare a TM presenting the findings of the preliminary testing.

Design

Task 1404 – Preliminary Design

Discussions with the vendors of oxygen injection systems indicate two different concepts that may be used. One requires a side-stream that is pumped and oxygenated before re-entering the force main. The other system injects oxygen gas directly into the force main.

In addition to the configuration of the oxygen injection system, the design will require:

- oxygen supply (either liquid oxygen with a vaporizer, or on-site oxygen generator)
- access vaults for force main taps
- electrical power supply
- instrumentation and controls

PIC will develop preliminary plans for the two systems based on vendor proposals and ancillary equipment requirements and options. A schematic diagram and preliminary layout of each system will be presented in a TM for discussion with City staff. At this point in the process, PIC would meet with City to discuss and make a selection of the preferred system and the design development will progress accordingly.

Preliminary design of a biofilter adjacent to the termination vault will be presented with a site plan, biofilter plans sections, schematic flow diagram, and basic equipment requirements, such as the air fan.

The preliminary design submittal to the City will consist of civil site plans and sections, process equipment layout, and details. This amendment includes structural engineering services for the following items associated with the new oxygen injection system:

- Utility vault around the existing 27" PCCP force main
- Biofilter Basin structures
- Miscellaneous equipment pads
- Foundation for liquid oxygen tank

Preliminary electrical and instrumentation design will consist of site plans, power plan, and schematics.

PIC will attend one workshop with the City and their CMAR contractor at this preliminary stage of design to review and adjust the design for constructability and value engineering.



Task 1405 – Prepare Specifications for Procurement

PIC will prepare procurement documents and specifications for equipment and materials and submit to the City and the CMAR for review. The City's comments will be addressed and submitted as final procurement documents for incorporation into the CMAR agreement with the City. PIC will support the CMAR in soliciting final costs for the air injection equipment.

Task 1406 – CDPHE Permitting

Incorporation of odor control processes into the design of Lift Station A and Force Main will likely be a condition of the site location approval letter. Site improvements at the WWTP are not directly related to the design of Lift Station A and the Force Main. However, PIC will submit design documents for oxygen injection and the biofilter to the Engineering Section for review and will respond to comments.

Task 1407 – Final Design

Following the submittal to CDPHE, PIC will finalize the design plans for the oxygen injection system. The drawing sheets will detail the design for General, Civil, Structural, Process, Electrical, and Instrumentation and Controls disciplines appropriate for CMAR project delivery. PIC will conduct a final design workshop with the City and their CMAR contractor. The comments from the workshop will be addressed, and the plan set will be issued for construction under the CMAR agreement with the City.

Construction Support

PIC will provide engineering services during construction as follows:

Task 1408 – Shop Drawing Submittal Review

Shop drawing submittal reviews will be conducted as required in the procurement documents and specifications. PIC anticipates 10 general/civil submittals, 5 structural submittals, and 4 electrical/instrumentation submittals.

Task 1409 – Request for Information

PIC will respond to contractor requests for information during construction in accordance with contract documents.

Task 1410 – Construction Observation

Regular site visits to observe construction will be conducted by PIC (6 trips anticipated) and our electrical and structural engineers (2 trips each) as needed to observe the construction progress.

Task 1411 – Start-up and Testing

PIC will support the City during start-up and commissioning of the oxygen injection system and biofilter system. One site visit is planned for PIC and our structural and electrical subconsultants during startup. PIC will work with the Northglenn operations staff, as needed, as they learn to operate and optimize the system. We anticipate an second additional site visit after start-up for follow-up testing and training with the operations staff.

Task 1412 – Record Drawings

PIC will submit record drawings at the close of the project and issue a Construction Completion form to CDPHE.



Costs

In developing this Amendment No. 3, PIC has estimated the fees to complete the additional services for the oxygen injection system and a biofilter system outside the headworks building. A detailed breakdown is also included on the following page.

Amendment No. 3 Cost Summary

Item	Description	Cost
1	Preliminary Activities	\$ 20,823
2	Design	\$117,012
3	Construction Support	\$ 31,794
	Total	\$169,629





**NORTHGLENN LIFT STATION A ENGINEERING SERVICES, RFP NUMBER 2019-008
 ADDITIONAL DESIGN AND CONSTRUCTION SUPPORT
 FOR OXYGEN INJECTION SYSTEM**

Work Breakdown Structure & Fee

Task No.	Task Descriptions	Personnel Hours										Budget			PROVIDENCE (Labor + Expenses)	Surveying	Total		
		Project Principal/Manager Principal II	Lift Station Design Mgr Principal II	Process Engineer - O2 Injection Terry McEnany	Project Engineer - Hydraulics Senior Engineer II	Project Engineer - Force Main Staff Engineer IV	Structural Engineer	Electrical Engineer	HVAC & Plumbing	CAD Technician	Administration	Total Hours	Total Labor	Expenses					
1400	O2 INJECTION																		
1401	Data Gathering (1 site visit)			16	4	8	8	6		8		50	\$ 7,606	\$ 100	\$ 7,706	\$ 2,000	\$ 9,706		
1402	Evaluation of Vender Proposals	2		16		8						26	\$ 4,282		\$ 4,282		\$ 4,282		
1403	Preliminary Testing (If Required)	2		20		16		4				42	\$ 6,635	\$ 200	\$ 6,835		\$ 6,835		
1404	Preliminary Design	4	4	48	16	40	60	32	16	160	8	388	\$ 53,935	\$ 100	\$ 54,035		\$ 54,035		
1405	Prepare Specs for Procurement		2	32		16	8	4			4	66	\$ 10,255		\$ 10,255		\$ 10,255		
1406	CDPHE Permitting			10		12						22	\$ 3,332		\$ 3,332		\$ 3,332		
1407	Final Design	2	6	60	16	40	24	48	24	120	8	348	\$ 49,091	\$ 300	\$ 49,391		\$ 49,391		
1408	Shop Drawing Submittals (10)			16		20	5	8	8			57	\$ 8,396		\$ 8,396		\$ 8,396		
1409	Request for information (6)			8		12	4	4				28	\$ 4,188		\$ 4,188		\$ 4,188		
1410	Construction Observation Visits (4)		4			32	6	12				54	\$ 7,706	\$ 400	\$ 8,106		\$ 8,106		
1411	Start-up and Testing			8		8	12	16	2			46	\$ 6,929	\$ 100	\$ 7,029		\$ 7,029		
1412	As Constructed Drawings			4		4	2	4		16		30	\$ 4,074		\$ 4,074		\$ 4,074		
	Total	10	16	238	36	216	129	138	50	304	20	1,157	166,429	\$ 1,200	\$ 167,629	\$ 2,000	169,629		

EXHIBIT B

**2020
Providence Infrastructure
Schedule of Billing Rates**

<u>Position Classification</u>	<u>Hourly Billing Rate</u>
Administration I	\$56.63
Administration II	\$100.48
CADD I	\$74.52
CADD II	\$107.31
Senior Designer I	\$126.92
Senior Designer II	\$140.00
Resident Project Representative I	\$100.96
Resident Project Representative II	\$127.88
Data Analyst	\$67.02
Asset Management Specialist I	\$98.08
Asset Management Specialist II	\$129.81
GIS Specialist	\$122.60
Engineering Intern	\$62.02
Staff Engineer I	\$89.42
Staff Engineer II	\$104.33
Staff Engineer III	\$119.23
Staff Engineer IV	\$131.25
Senior Engineer I	\$152.31
Senior Engineer II	\$164.42
Senior Engineer III	\$175.67
Senior Engineer IV	\$184.74
Principal I	\$198.61
Principal II	\$210.84

Notes:

1. Position classifications listed above refer to PROVIDENCE's standardized classification system for employee compensation.
2. The hourly rates shown above are for services through December 31, 2020 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. Expenses will be billed at actual cost and business mileage will be billed at the current Federal mileage reimbursement rate.

20VM

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

FROM: PROVIDENCE INFRASTRUCTURE CONSULTANTS, INC.
(Prospective Consultant)

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

Project Name Engineering Services, WWTP Odor Mitigation

Bid Number _____ Project No. 2020-080

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 12th day of August, 2020.

Prospective Consultant PROVIDENCE INFRASTRUCTURE CONSULTANTS, INC.

By: Lee E. Lindeen

Title: President

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____, I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR Providence Infrastructure Consultants

I, Lee E. Lindeen, am an owner/member/shareholder of Consultants, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, Lee E. Lindeen, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- o A valid Colorado Driver's license or a Colorado identification card*
- o A United States military card or a military dependent's identification card*
- o A United States Coast Guard Merchant Mariner card*
- o A Native American tribal document or*
- o In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- o Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.


Signature

August 12, 2020
Date