

PUBLIC WORKS DEPARTMENT
MEMORANDUM #2010 – 22

DATE: March 25, 2010
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William A. Simmons, City Manager *WAS*
David H. Willett, Director of Public Works *DHW*
Amy Ward, Utilities Engineer *AW*
SUBJECT: CR-61 2010 Lift Station A Existing Conditions Assessment Project

BACKGROUND

Approximately 95% of the City of Northglenn's (City) sanitary sewage flows to Lift Station A, where it is pumped to the City's Wastewater Treatment Facility. Due to the substantial amount of sanitary sewage conveyed through Lift Station A, it is an essential component in the sanitary sewer system. Lift Station A was constructed in 1980 and the useful life of lift stations is approximately 30 years. In 2003, Integra Engineering completed a cursory review of the facility as a part of the Wastewater Utility Plan. A more in depth facility assessment is critical to prolonging the longevity of the facility and prioritizing the necessary improvements.

On March 18, 2010, the City accepted three (3) proposals for the 2010 Lift Station A Existing Conditions Assessment Project. The three proposals received are from URS Corporation (\$28,080.50), The Engineering Company (\$34,800), and HDR Engineering (\$86,808). URS was the firm selected based on the Request for Proposal. The URS proposal for the 2010 Lift Station A Existing Conditions Assessment Project is in the amount of \$28,080.50. It is further recommended that City Council authorize \$2,808.00 as a 10% contingency and authorize the City Manager to approve minor changes in the scope of work and execute relevant change orders up to an approved expenditure limit of \$30,888.50. City Staff contacted the references submitted by URS as part of the bid process, and determined the Consultant's past performance meets the City's standards. Copies of the references and standard agreement are attached.

BUDGET/TIME IMPLICATIONS

The cost of the 2010 Lift Station A Existing Conditions Assessment as proposed is \$28,080.50 with a 10% contingency of \$2,808.00 for a total of **\$30,888.50**. The proposed project would be funded out of the \$100,000 in the 2010 Capital Improvement Fund for Lift Station A Assessment.

RECOMMENDATION

Attached to this memorandum is a Consideration Resolution that, if approved, would authorize the Mayor to execute the contract between the City and URS Corporation for the 2010 Lift Station A Existing Conditions Assessment Project in the amount of \$28,080.50. Staff recommends approval of this resolution.

STAFF REFERENCE

David H. Willett, P.E., Director of Public Works
Amy L. Ward, P.E., Utilities Engineer

dwillett@northglenn.org or 303.450.8783
award@northglenn.org or 303.450.8837

Reference Check

Project: 2010 Lift Station A Existing Condition Assessment
Consultant/Contractor: URS Corporation
Date: 3/17/10
Page 1

Project Name:	Contact for Reference:	Contact Phone Number:	Reference:
Water & Sewer Infrastructure Master Plan	Rick Clark	303-658-2400	They did a good job and the product was usable and helpful.
WTP Evaluation and Micro Hydropower Plant Study	Jack Nickerson	970-565-7320	They performed very well and gave the City a lot of insight.
South Primary Effluent Conduit Rehabilitation	Orin Padget	303-286-3000	The were proactive, professional and always looking ahead.



**CITY OF NORTHGLENN
FORMAL BID SUMMARY**

BID NUMBER RFP 2010-05

PAGE 1

BID NAME 2010 LIFT STATION A EXISTING CONDITION ASSESSMENT

DEPARTMENT: Public Works

	URS Corporation	The Engineering Company	HDR Engineering, Inc.		
DATE DUE 2/18/2010	BID RECEIVED: DATE: 2/18/10 TIME: 12:59pm	BID RECEIVED: DATE: 2/18/10 TIME: 1:11pm	BID RECEIVED: DATE: 2/18/10 TIME: 1:26pm	BID RECEIVED: DATE: TIME:	BID RECEIVED: DATE: TIME:
TIME: 2:00 P.M.					
RFP will be reviewed for content and completion.					
Award will be announced after evaluation					

Kathleen Exonmiller
City Clerk

Crystal Messick
City Clerk, Deputy

2/18/2010
Date

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-61
Series of 2010

Series of 2010

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND URS CORPORATION FOR THE 2010 LIFT STATION A EXISTING CONDITIONS ASSESSMENT 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 URS Corporation, attached hereto, in the amount of \$28,080.50 with a ten percent (10%) contingency of \$2,808.00 for a total amount not to exceed \$30,888.50 for the 2010 Lift Station A Existing Conditions Assessment 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 _____, 2010.

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 _____, 2010, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and URS Corporation (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, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of 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 twenty-eight thousand eighty dollars and fifty cents (\$28,080.50). 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

Consultant agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant agrees to investigate, handle, respond to, and to 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 also agrees to 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 officers, or its employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or 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 six hundred thousand (\$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 2. 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: Kathy Kvasnicka
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 one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., 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 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 and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal conflicting provisions in the Agreement establishing any monetary obligation beyond the current fiscal year.

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: URS Corporation
8181 East Tufts Avenue
Denver, CO 80237

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

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing Date

Mayor
Title

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

ATTEST:

By: _____
James L. Ris
Print Name

Principal Engineer 3/17/10
Title Date

CONSULTANT:

By: _____
Timothy R. Volz
Print Name

Vice-President 3/17/10
Title Date

City's Contract # _____

Name of City's Project Manager
Amy Ward



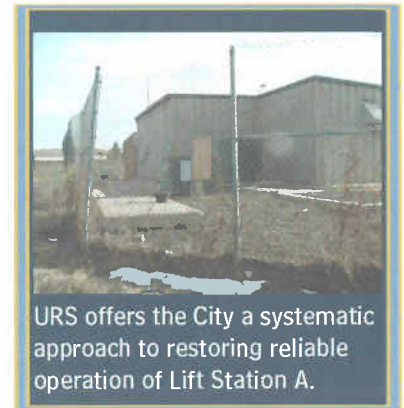
EXHIBIT A

SCOPE OF WORK

URS proposes to inspect the existing Lift Station A facilities to evaluate and determine its condition, assess its remaining useful life, and to evaluate its capability to meet its design and projected capacity, resulting in a phased improvements program allowing the City to manage financial resources while maintaining wastewater service.

URS personnel and City operations staff will meet at the lift station and conduct an on-site evaluation of the facility. Based on our initial visit to the facility and information in the RFP, facilities to be evaluated include:

- **Wetwell** – The specific concern is the condition of the concrete due to evidence of corrosion and erosion from the flow of wastewater.
- **Drywell** – The interior structure of the dry well where the pumps are located was supplied by USEMCO and the structure generally appears to be in good condition.
- **Manholes** – Typically manholes are subject to the corrosion of concrete due to the formation of sulfuric acid. The overall condition will be observed not only for corrosion but cracks in the concrete and condition of the manhole base invert.
- **Valves** – It was identified by operations personnel that some of the valves leak and may need rehabilitation or replacement. Maintaining operation of the facility during rehabilitation or replacement of the valves must be considered.
- **Overflow Structure** – The overflow structure appears to be generally in good condition and has potential to provide the location for additional lift station capacity or if needed, retrofitted to be a replacement lift station. Related electrical, instrumentation, and control will have to be provided. With the addition of emergency backup pumping, the overflow structure could serve as a backup lift station in the event of a catastrophic failure of the existing lift station.
- **Meter Vault** – The meter vault will be inspected to determine the condition of the structure and equipment.
- **Pumps** – The Cornell pumps have been in service for an extended period ranging from 8 to 30 years and their useful remaining life must be evaluated. Options to consider include rehabilitation and/or replacement of pumps.
- **Generator** – The generator was purchased as a previously used unit. Its estimated useful remaining life will be of interest and its capacity to operate the entire facility will be evaluated.
- **Electrical, Instrumentation, and Control** – A primary issue is the explosion proof rating of the existing system as well as its remaining useful life and reliability. For older electrical systems it is often difficult to find replacement parts; this will be considered in the evaluation of the systems useful life.
- **Odor Control** – The current odor control approach includes the addition of Bioxide. Bioxide also ties up hydrogen sulfide to reduce the occurrence of corrosion. URS will evaluate the effectiveness of the current approach based on the City's record of odor complaints, corrosion, and operations personnel experience to recommend alternative systems if applicable.
- **Mechanical Equipment** – The existing HVAC equipment will be observed to determine its capacity, condition, and remaining useful life. Ventilation rates for lift stations determine the explosion proof classification for the electrical rating of equipment and electrical supply and control. The HVAC system is also important to maintaining safe working conditions inside the lift station.



APPROACH

To meet the primary objectives of the City to determine the reliability of Lift Station A, provide record drawings, and conceptual recommendations for rehabilitation or replacement, URS work activities, City provided input, and deliverables for the project are:

Activity 101 – Facility Capacity: URS will evaluate key criteria to determine the condition of the facilities and its remaining useful life. The key criteria include the following:

- Original design capacity





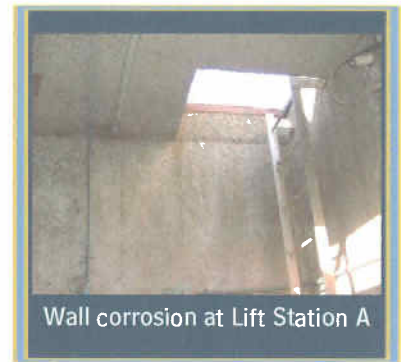
- Actual operating capacity from City metering records
- Long-term projected design capacity from the City Utility Plan and Collection System Modeling Report

Activity 102 – Physical Condition: Determine the physical condition of the structures and equipment

- Determine age and condition of facility and equipment
 - Obtain date of manufacture from the equipment nameplate or shop drawings
 - Obtain date of start of operation
 - Based on maintenance records and discussions with the City operations staff, determine date of major overhauls or repairs
 - Observations of noise, leakage, and capacity
 - Condition of protective coatings and materials of construction
 - Observe for any operator safety issues

Activity 103 – Remaining Useful Life of Structural Facilities: Estimate the useful remaining life of the structures based on materials of construction (i.e., concrete wetwells – approximately 50 years). The actual physical condition of the materials will be considered. Of note is the existing corrosion of concrete surfaces in the lift station influent area and likely in the wetwell.

Since the construction of the lift station was completed in the 1970s, building code criteria has changed. Of particular importance are code issues relating to safety. Key code issues to be considered include at a minimum ingress and egress to the lift station, confined space, and elevator safety.



Activity 104 – Remaining Life of Equipment: Estimate the typical useful life based on equipment (i.e. pumps in continuous service – approximately 10 years, electrical equipment – approximately 15 years). The actual physical condition of the equipment will also be considered. Also of note are code issues relating to safety and ultimately lift station reliability regarding the need for explosion proof Class 1 Division 1 or 2 (subject to ventilation rates) electrical being required and the existing electrical being in poor condition in certain locations.

Activity 105 – Priority of Improvements: Determine the priority for repair, rehabilitation, or replacement of the facilities and equipment to provide for reliable operation of the lift station. Considering the need for reliability and future capacity requirements, working with the operations and management personnel at the City, prioritize the order of rehabilitation or replacement of facilities and equipment. This will involve a listing of the items needing improvement and an initial determination of priority by URS followed by a review with City staff to adjust priorities based on operations requirements and City budget.

Activity 106 – Phased Improvement Projects: Develop phased improvement projects to accomplish the prioritized rehabilitation or replacement to allow for fiscal planning by City management. The alternatives will include:

- A description for each phased improvement
- An alternative to retrofit the Overflow Structure as a lift station
- Estimated capital costs
- Estimated operating costs
- A present worth economic evaluation of the capital and operating costs to determine cost effectiveness
- Evaluation of non-monetary factors including reliability, safety, environmental, and disruption for the public and nearby residents
- Recommendations to minimize outages and maintain reliable operations
- Recommendation of a prioritized list of improvement projects with estimated conceptual costs and implementation schedule



Activity107 – Record Site Drawings

According to records that URS has obtained, the lift station is just a portion of a larger tract of property that includes the green area on either side of the entrance to the apartment complex on the south side of the lift station and the recreational park on the north side. For the site survey, URS proposes that only the area within and approximately 10 feet beyond the fenced enclosure of Lift Station A are included. Tying the plant control to NAVD88 datum and to a city-wide coordinate system is described further as value added services. Additionally, until improvements are identified, only the building and structure corners will be provided. The need for addition features and interior record drawings will be determined based on the improvements recommended for completion during the improvement projects. For example, if a complete replacement of the lift station is necessary, or the lift station is moved to the overflow structure, the need for record drawings of the existing wetwell and dry well will not be needed. The survey will be based on a local benchmark that URS will establish on site. URS' topographical survey team will obtain or provide the following:

- Property legal description, survey, easements, and ROW from County records obtained through a title search service
- FEMA flood plain designation and 100-year flood elevation where mapped
- Conduct on-site survey to establish and mark control, property boundaries, topography, and surface features. Below-grade utilities will be located when observed on the surface or marked by the utility

Our engineers will provide a simplified P&ID of the facilities and operating equipment. The need for a complex diagram is not recommended at this time subject to the recommended improvement options that may result in no longer using the existing wetwell and pumps. Due to the complexity of the control system and power system, a text summary to further support the P&ID will be provided describing the operation of the lift station. In general, the P&ID will indicate the following in schematic format:

- Field facilities (i.e., pumps, flow meters, pressure gauges, level sensors, wetwells, odor control, overflow structure, generator)
- Motor control centers
- Programmable logic control
- Supervisory control and data acquisition (SCADA) [including remote alarms and monitoring]

URS will provide a power supply one-line schematic. A layout of the pump station drywell and related electrical supply and control for the pumps will be provided from the lift station vendor, USEMCO. URS has the USEMCO shop drawings.

City Provided Input:

The City will provide the following:

- 2003 City utility plan
- Collection system modeling report
- Existing record drawings and specifications for the overflow structure
- Existing shop drawings (primarily below grade yard structures, overflow structure, and odor control)
- Existing operation and maintenance manuals
- Historical rate of flow and hours of operation records
- Historical major equipment maintenance and repair records

DELIVERABLES

Provide a Draft and Final Summary Report and record drawings

Deliverable 101: Existing and projected future capacity of lift station

Deliverable 102: Physical condition assessment of facilities and equipment

Deliverable 103: Estimate of typical life of facilities and equipment

Deliverable 104: Projection of remaining useful life based on actual condition



Deliverable 105: Identification of needed replacement, rehabilitation, and repair prioritized in a chronological listing of improvements

Deliverable 106: Development of prioritized phased improvement alternatives with conceptual costs, conceptual economic evaluation, non-monetary evaluation, and recommended plan of action with a schedule of implementation

Deliverable 107: Two sets of half-size drawings and vendor provided drawings from USEMCO and CD with drawings in AutoCADD 2005 or later version. The shop drawings from USEMCO will be provided in pdf format.

VALUE ADDED SERVICES

As value added (VA) services to be included at the discretion of the City for additional cost, URS proposes the following to further define the preceding activities and deliverables:

Activity VA 101 - Site Survey: Provide the record drawings tied to a NAVD88 benchmark and to the Adams County coordinate system. This will improve the use of the record drawings for use in the hydraulic analysis of upstream and downstream collection system components and will provide a site plan coordinated with other City facilities.

The need for more detailed record drawings of the interior of the lift station will be determined once the recommended improvements are developed as certain facilities may ultimately be abandoned.

Deliverable VA 101: Two sets of half-size drawings and vendor provided drawings from USEMCO and CD with drawings in AutoCAD 2005 or later version. The shop drawings from USEMCO will be provided in puff format.

Activity VA 102 - P&IDs: Further development of the process and instrumentation record drawings will be provided if needed based on the recommended improvements as some facilities may be abandoned. This will benefit the City by saving the cost of providing P&IDs for facilities that may be abandoned.

Deliverable VA 102: Two sets of half-size drawings and vendor provided drawings from USEMCO and CD with drawings in AutoCAD 2005 or later version. The shop drawings from USEMCO will be provided in pdf format

Activity VA - 103 Funding Sources for the Proposed Improvements: If the City desires, URS will investigate funding options for improvements to the lift station. We have worked with several funding agencies for water and wastewater projects including the State Revolving Loan Program, Department of Local Affairs, US Army Corps of Engineers, municipal bonds, and leasing arrangements with equipment suppliers. URS will make contacts with these groups to determine the feasibility of the City obtaining funding and in general, the organizational requirements for obtaining these funds. URS is familiar with obtaining and currently working on several projects funded as part of the federal economic stimulus program including a pumping project for the US Fish and Wildlife Service and a highway improvement project.

Deliverable VA 103: Technical memorandum summarizing the potential funding sources and City organizational requirements for phased improvements for the lift station.

PROJECT SCHEDULE

We expect the project to be approximately 35 working days in duration, plus time for City review of the draft report, according to the following proposed schedule.

Work Element	Working Days After NTP
Project Notice to Proceed	1
Kickoff Meeting with URS and the City Staff	4
Site Inspection including URS Engineers and City Operating Staff	5
Site Survey	6 and 7 for on-site survey 6-26 for title search and preparation of site drawing
Engineering Evaluation and Alternatives	6-21
Preparation of Record Drawings	7-30
Draft Report	21-28
Final Report	5 days after receipt of comments

If the City decides to add any of the value added services, the schedule may lengthen slightly and will be adjusted as agreed to with the City.





EXHIBIT B

2010 LABOR RATES

The following is the 2010 URS Colorado Fee Schedule that will be in effect through 2010, and, thus, is effective for the anticipated duration of this condition assessment project. In addition, URS is a financially stable company and maintains insurance coverage each meeting contract requirements. For more information, please visit our website at www.urscorp.com.

2010 URS COLORADO FEE SCHEDULE - ENGINEERING SERVICES

The following describes the basis for compensation for services performed during 2010. This Fee Schedule will be effective through December 31, 2010. Each subsequent year, this Fee Schedule will be adjusted annually to reflect merit increases, economic salary increases, cost of living increases, and changes in the expected level and mode of operations for the new year. The new Fee Schedule will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in performing the Scope of Services, including office, field, and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rate</u>
Clerk	53
Senior Clerk	64
Typist/Word Processor	71
Technician 1	74
Project Assistant	76
Senior Typist/Word Processor	81
Editor/Illustrator	85
Senior Project Assistant	87
Technician 2	87
Senior Editor/Illustrator	95
Staff Engineer/Scientist	97
Technician 3	100
Senior Staff Engineer/Scientist	109
Technician 4	113
Project Engineer/Scientist	120
Designer	125
Technician 5	125
Senior Project Engineer/Scientist	130
Senior Designer	135
Technician 6/Resident Representative	138
Professional Engineer/Scientist 1	141
Professional Engineer/Scientist 2	152
Design Manager	159
Professional Engineer/Scientist 3	168
Consultant	180
Senior Consultant	195
Principal	205

Project Manager Classification rates are by levels and depend on the size and complexity of the job.

Charges for temporary personnel under Company supervision and using Company facilities will be invoiced according to the hourly rate corresponding to their classification, if not billed as subcontractors.

When Company staff appears as expert witnesses at court trials, arbitration hearings, mediation, and depositions, their time will be charged at \$360 per hour.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel will be charged at time and a half.

Project accounting reporting and financial services, including submission of invoice support documentation will be charged at the appropriate rate of the staff performing the work.

LABORATORY SERVICES

The charges for laboratory testing performed at Company facilities are set forth in the Schedule of Company Laboratory Testing Charges.

FIELD EQUIPMENT

The charges for field equipment owned by URS are set forth in the Schedule of Equipment Charges. Leased or rented field equipment will be charged as an other direct cost.

OTHER PROJECT CHARGES

Subcontracts

The cost of services subcontracted by the Company to others will be charged at cost plus 15%.

Travel and Other Direct Costs

The cost of travel (airfares, lodging, meals, rental vehicles, parking fees, baggage handling cost, etc.) or other direct cost (field supplies report binding supplies, film and processing, etc.) will be charged at cost plus 15%. A per diem may be used for lodging and meals.

Document Reproduction

In-house labor for document reproduction will be charged directly to projects. External reproduction will be charged at cost plus 15%.

Dedicated Equipment

Equipment (e.g., cellular telephone, computers, etc.) dedicated to specific projects will be billed at cost plus 15%.

Vehicles and Mileage

Company owned or leased field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at the rates noted in the Schedule of Equipment Charges. The mileage charge for personal autos will be the current mileage rate established by the Internal Revenue Service.

This fee schedule contains URS confidential business information. Do not disclose, copy, or distribute without written permission from URS.



TABLE 1
 SUMMARY OF ENGINEERING COSTS

Date: February 18, 2010

BASE SCOPE OF WORK Task - Description	Total URS Labor Hours	Total ODC	Total Cost	Estimated Hours																		Total URS Labor Hours	Total URS Labor Cost	Structural Subconsultant		Miles	Mileage Per Mile \$0.50	Misc. Expenses \$10.00	Total ODC with 15% markup 15%				
				Clerk		Senior Clerk		Survey Team		Technician 2 CADD		Project Engineer		Technician 2 - Mechanical Engineer		Technician 2 - Electrical Engineer		PE-1 - Senior Electrical Engineer		Consultant - Senior Project Manager				Consultant - PIC									
				Kelly Wofford		Jen Caskins		Weston Spears Crew		Brian Bucklin		Nate Walker		James Nance		Andrew Eifert		Dan Grant		Jim Ris				Mike Middleton									
				Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate			Hours	Hourly Rate								
Activity 101	Facility Capacity - Design, Present, and Future	8	\$0	\$837	1	\$53	1	\$64		\$0		\$0	6.0	\$720	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$837		\$0		\$0	\$0	\$0	\$0
Activity 102	Physical Condition of the Structures and Equipment	22	\$587	\$3,266	1	\$53	1	\$64		\$0		\$0	8.0	\$960	0	\$0	6	\$522	0	\$0	6	\$1,080	0	\$0	22	\$2,679	6	\$450	120	\$60	\$0	\$0	\$587
Activity 103	Remaining Useful Life of Structural Facilities	7	\$0	\$777	1	\$53	1	\$64		\$0		\$0	4.0	\$480	0	\$0	0	\$0	0	\$0	1	\$180	0	\$0	7	\$777		\$0		\$0	\$0	\$0	\$0
Activity 104	Remaining Life of Equipment	11	\$0	\$1,125	1	\$53	1	\$64		\$0		\$0	4.0	\$480	2	\$174	2	\$174	0	\$0	1	\$180	0	\$0	11	\$1,125		\$0		\$0	\$0	\$0	\$0
Activity 105	Priority of Improvements	16	\$173	\$2,066	1	\$53	1	\$64		\$0		\$0	8.0	\$960	0	\$0	2	\$174	2	\$282	1	\$180	1	\$180	16	\$1,893	2	\$150		\$0	\$0	\$0	\$173
Activity 106	Phased Alternatives	40	\$345	\$5,295	1	\$53	1	\$64		\$0		\$0	16.0	\$1,920	2	\$174	8	\$696	3	\$423	8	\$1,440	1	\$180	40	\$4,950	4	\$300		\$0	\$0	\$0	\$345
Activity 107	Record Drawings	46	\$725	\$5,567		\$0		\$0	12	\$1,620	18	\$1,566	8.0	\$960	0	\$0	8	\$696	0	\$0	0	\$0	0	\$0	46	\$4,842		\$0	60	\$30	\$600	\$0	\$725
PROJECT TOTAL		150	\$1,829	\$18,932	6	\$318	6	\$384	12	\$1,620	18	\$1,566	54	\$6,480	4	\$348	26	\$2,262	5	\$705	17	\$3,060	2	\$360	150	\$17,103	12	\$900	180	\$90	\$600	\$0	\$1,829

Date: February 18, 2010

VALUE ADDED SERVICES Task - Description	Total URS Labor Hours	Total ODC	Total Cost	Estimated Hours																		Total URS Labor Hours	Total URS Labor Cost	Structural Subconsultant		Miles	Mileage Per Mile \$0.50	Misc. Expenses \$10.00	Total ODC with 15% markup 15%				
				Clerk		Senior Clerk		Survey Team		Technician 2 CADD		Project Engineer		Technician 2 - Mechanical Engineer		Technician 2 - Electrical Engineer		PE-1 - Senior Electrical Engineer		Consultant - Senior Project Manager				Consultant - PIC									
				Kelly Wofford		Jen Caskins		Weston Spears Crew		Brian Bucklin		Nate Walker		James Nance		Andrew Eifert		Dan Grant		Jim Ris				Mike Middleton									
				Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate			Hours	Hourly Rate								
Activity VA 101	Site Survey (NAVD88 and Adams County Coordinate System)	17	\$0	\$2,088	0	\$0		\$0	8	\$1,080	4	\$348	4.0	\$480	0	\$0	0	\$0	0	\$0	1	\$180	0	\$0	17	\$2,088		\$0		\$0	\$0	\$0	\$0
Activity VA 102	P&IDs (more detail)	46	\$35	\$4,781	0	\$0		\$0	8	\$696	8.0	\$960	0	\$0	24	\$2,088	2	\$282	4	\$720	0	\$0	0	\$0	46	\$4,746		\$0	60	\$30	\$0	\$0	\$35
Activity VA 103	Funding Sources for the Proposed Improvements	18	\$0	\$2,280	0	\$0		\$0		\$0	16.0	\$1,920	0	\$0	0	\$0	0	\$0	2	\$360	0	\$0	0	\$0	18	\$2,280		\$0		\$0	\$0	\$0	\$0
PROJECT TOTAL		81	\$35	\$9,148.50	0	\$0	0	\$0	8	\$1,080	12	\$1,044	28	\$3,360	0	\$0	24	\$2,088	2	\$282	7	\$1,260	0	\$0	81	\$9,114	\$0	60	\$30	\$0	\$0	\$0	\$35

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

FROM: URS Corporation
(Prospective Consultant)

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

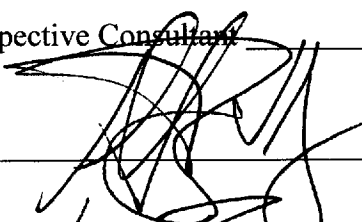
Project Name _____

Bid Number _____ Project No. _____

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 17th day of March, 2010.

Prospective Consultant URS

By: 

Title: Vice-President

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____

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

I, Tim Volz, am an owner/member/shareholder of URS, a Corporation [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, _____, am a United States citizen or legal permanent resident.

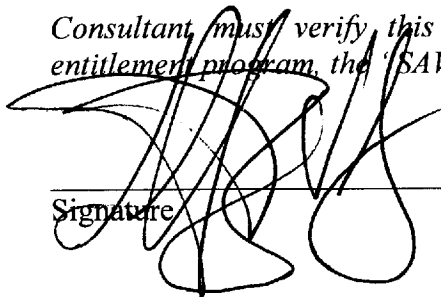
The City must verify this statement by reviewing one of the following items:

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *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*
- *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

3/10/10

Date

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____

