

PUBLIC WORKS MEMORANDUM
#24-2022

DATE: June 13, 2022
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-108 – Wastewater Treatment Plant Rating Evaluation

PURPOSE

To consider CR-108, a resolution approving a contract with Providence Infrastructure Consultants, Inc., for the Wastewater Treatment Plant (WWTP) Rating Evaluation project.

BACKGROUND

The City's WWTP has exceeded 80 percent of its rated capacity many times in the last several years during periods of high sewage flow. City staff believes there is a potential to re-rate the plant to a higher capacity without extensive capital improvements by re-evaluating the plant model with Biowin® software. The WWTP is currently rated at 4.2 million gallons per day. This evaluation has the potential to increase the plant-rated capacity 10 to 20 percent. Every time the plant exceeds 80 percent of its capacity, a required notification is sent to the Colorado Department of Health and Environment (CDPHE). If the plant were to exceed 90 percent capacity two times in a 12-month period, CDPHE rules require upgrading the WWTP and could potentially suspend new construction permits in the City. (The WWTP has not once exceeded the 90 percent threshold.)

RFP 2022-017 was issued to receive proposals for a consultant to perform this evaluation and to submit the necessary applications to CDPHE to re-rate the plant to a higher capacity. The City received two proposals, and Providence Infrastructure Consultants was selected as the best firm to provide the requested services, for a total compensation of \$89,645.

BUDGET/TIME IMPLICATIONS

Funds in the amount of \$100,000 were budgeted for the WWTP Rating Evaluation project in the 2022 Wastewater CIP budget.

	Amount
Wastewater CIP budget	\$100,000
Providence Infrastructure Consultants proposal	(\$89,645)
Contingency	(\$10,355)
Budget Remaining	\$0

The timeline for this project is uncertain at this point.

STAFF RECOMMENDATION

Attached is CR-108, a resolution that, if approved, would authorize the Mayor to execute a contract between the City and Providence Infrastructure Consultants, Inc. for the Wastewater Treatment Plant Rating Evaluation project in an amount not to exceed \$89,645, and authorizes the City Manager, on behalf of the City, to approve minor changes in scope of services and execute relevant change orders up to the approved expenditure limit of \$100,000. Staff recommends approval of CR-108.

STAFF REFERENCE

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

ATTACHMENT

1. RFP summary

CR-108 – Wastewater Treatment Plant Rating Evaluation
Wastewater Treatment Plant Rating Evaluation contract



CITY OF NORTHGLENN
FORMAL BID SUMMARY

BID NUMBER: RFP2022-017

BID NAME: WWTP Rating Evaluation

DEPARTMENT: Public Works

	Providence Infrastructure Consultants	DHI Water and Environment Inc			
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 04/20/22	DATE: 4/20/22	DATE: 4/20/22	DATE:	DATE:	DATE:
TIME: 2:00 p.m. MST	TIME: 10 ³² AM	TIME: 148 PM	TIME:	TIME:	TIME:
Abatement One	yes	yes			

Bery Nohel
Finance Department

[Signature]
City's Clerk's Office

4/20/22
Date

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-108
Series of 2022

Series of 2022

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND PROVIDENCE INFRASTRUCTURE CONSULTANTS, INC. FOR THE WASTEWATER TREATMENT PLANT RATING EVALUATION 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, Inc., attached hereto, in the amount of \$89,645.00 with a contingency of \$10,355.00, for a total amount not to exceed \$100,000.00 for the Wastewater Treatment Plant Rating Evaluation 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 _____, 2022.

JENNY WILLFORD
Mayor Pro Tem

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 Inc. (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 eighty-nine thousand six hundred forty-five dollars (\$89,645). 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. WORKER WITHOUT AUTHORIZATION

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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 worker without authorization 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 a worker without authorization 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: 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 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 Lindeen

Lee Lindeen
Print Name

President 5/13/22
Title Date

ATTEST:

By: M. Blum
Marnie Buchman
Print Name

Finance Director 5/13/22
Title Date



EXHIBIT A

PROJECT OVERVIEW, PROPOSAL REQUIREMENTS, AND SCOPE OF SERVICES

I. PROJECT OVERVIEW

The City of Northglenn is soliciting proposals from qualified engineering and environmental consultants to provide a rating evaluation of the City's wastewater treatment plant. The City believes that the plant has the potential to be re-rated to a higher capacity, which would assist in meeting the goals identified in the recently completed Master Plan. The consultant will provide a detailed analysis of the existing plant rating. If the potential to re-rate the plant is confirmed, the consultant shall assist the City in all necessary submittals to CDPH and the Recommended Review agencies per Regulation 22, including the request for a new discharge permit. The detailed scope of work is shown in section III, below.

The Consultant shall submit a complete proposal for the above-mentioned services as described in Section II, below.

II. PROPOSAL REQUIREMENTS

The Consultant shall submit three (3) hardcopies of the proposal along with a flash drive containing the proposal as a PDF file. Each of the required services shall be itemized and specifically addressed in the proposal.

The proposal is not intended to be an expansive or elaborate document, but it should be thoughtfully composed and easy to understand. The proposal shall include a table of contents. The body of the proposal shall be no longer than fifteen (15) pages, not including the cover letter and appendices such as a current rate sheet, resumes, and other supporting documentation.

The City will award the requested engineering services based on the clarity and responsiveness of the proposal, Consultant's experience with similar projects, and the Consultant's approach to due diligence and commitment to managing costs effectively. The final selection will not be based solely on cost. The City may, at its discretion, invite a shortlist of consultants to interview as part of the selection process.

The proposal shall include the following items:

1. Project Team and Executive Summary – Identify all members of the engineering team assigned to this project. Delineate the time commitment and specific role for both the Principal-in-Charge and the Project Manager as they relate to successful completion of this project. Summarize your firm's area of expertise and experience on similar projects.
2. Project Management – Provide a methodology/work plan to meet the requirements of the scope of services. Include a critical path schedule identifying major phases in the scope of services, suggested workshop dates with City staff/representatives, and deliverables. Explain

how your firm will coordinate and communicate with City staff/representatives. Identify your firm's protocol for managing budget and keeping the City informed of potential scope creep.

3. Project Descriptions and References – Provide a detailed description of at least two (2) but not more than five (5) similar plant rating evaluation projects (or components of projects) completed within the last seven (7) years, for which your firm acted as design engineer of record. Projects that had a plant rating or capacity evaluation component to them will also be acceptable. Provide the original contract price and final contract price and explain any differences. Identify the rated capacity of the plant which is being used as a reference. Summarize your firm's accomplishments on each project and provide a client reference and contact information. Firms with less than two reference projects need not respond to this RFP.
4. Proposal Fee, Scope of Services, and Rates – The Consultant, at a minimum, shall include a detailed fee estimate in tabular format encompassing all charges (project team members, subconsultants, materials, overhead, and markup) to accomplish the scope of services described herein. At the Consultant's discretion, value added services may be included in the proposal. If additional services are included in the proposal, the Consultant shall clearly separate those additional services. Include a current 2022 standard hourly rate sheet in an appendix of the proposal.

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

III. SCOPE OF SERVICES

Services to be performed under this task shall include:

- A. Data gathering, including review of existing reports, master plans, and record drawings.
- B. Preparation of a Biowin® model. Develop a process model calibrated with historical operating data.
- C. Evaluate existing operating data and assist the city in performing operational testing that can confirm if higher process loading rates can still meet the discharge permit requirements.
- D. Use the process model to verify a that higher process loading rates will meet the expected discharge permit limits. Conduct a review workshop with City to review model results and make model adjustments.
- E. Technical memo to document the results of the evaluation
- F. Assistance to prepare all necessary submittals to CDPHE and the Recommended Review agencies per Regulation 22, which may include the site application and a new discharge permit. Work with CDPHE to request new higher Preliminary Effluent Limits (PELs) for proposed capacity increase.

- G. If site application is approved, prepare the request for a new discharge permit from CDPHE. Respond to questions from CDPHE and complete any changes needed to the application to help in the issuance of a new permit.

IV. PROJECT ADMINISTRATION

a. Consultant Expectations

- The Consultant shall participate in conference calls with the City to discuss project status, schedule, and budget. The Consultant shall prepare and submit a brief project summary with key performance/progress metrics prior to the conference call.
- The Consultant shall submit monthly billing statements identifying the work being performed under each category in the scope of services. The statements must be supported by daily work annotation clearly articulating the work being performed and time commitment of each project team member.
- The Consultant shall collect and review existing wastewater treatment plant as-built drawings and records and shall meet with the plant staff to gather information on existing facilities that may not be formally documented. Promptly advise the City in the event that additional information on existing facilities is required.

b. Deliverables

- Technical memo – electronic submittal.
- Permits and supporting documents submitted to CDPHE and the Recommended Review Agencies as per Regulation 22, as necessary.

V. EVALUATION OF BIDS

The City, in selecting the successful respondent will consider the following criteria:

- Overall rating of Letter of Introduction/Executive Summary. (Max. 10 points)
- Qualifications of the Project Team. (Max. 20 points)
- Adherence to Statement of Requirements. (Max. 10 points)
- Acceptable work schedule and delivery methodology. (Max. 10 points)
- Overall quality of proposal presented. (Max. 10 points)
- Cost. (Max. 20 points)
- Applicability, relevance, and success of reference projects. (Max. 20 points)

The City reserves the right to award the contract in part or whole, to consider the option of selecting one or no Proposals, and to award the contract to Bidder whose Proposal is, in the City's discretion, best suited to the City's needs.



Reference Project Example Form

Copy this form for each reference project and attach additional material if required.

Name of Project:	
Owner:	
Description (include plant rated capacity):	
Date of Completion:	
Project Duration:	
Owner's contact person for references:	
Final Construction Amount:	N/A
Names and titles of your firm's current employees who worked on this project:	
Total Change Order Amount:	
Description of change order work:	



EXHIBIT B
AMOUNT OF COMPENSATION

Providence Infrastructure Consultants

(Consultant)

Hereby submits to the City of Northglenn, Colorado, the following proposal items, complete and in place, as specified for the:

WWTP Rating Evaluation

RFP 2020-017

Item	Description	Amount
1	WWTP Rating Evaluation	\$ 89,645
		\$
		\$
TOTAL OF ALL PRICES:		\$ 89,645

Respondents shall include an hourly cost summary by employee type for each item above, the sum of which should equal the total amount of compensation above. All costs shall include all direct and indirect expenses to complete all phases of work listed above.

Total \$89,645

Total in Words Eighty Nine Thousand Six Hundred and Fourty Five Dollars

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, _____, am an owner/member/shareholder of _____, 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 Lindeen, 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 contractor's citizenship/lawful presence and identity.*

OR

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

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

Lee Lindeen
Signature

5/13/22
Date

To be completed if the contractor is sole person performing services, with no employees.

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH A WORKER WITHOUT AUTHORIZATION

FROM: Providence Infrastructure Consultants
(Prospective Contractor)

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

Project Name WWTP Radon Evaluation

Bid Number _____

Project No. 2022-081

As a prospective Contractor 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 a worker without authorization 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 13th day of May, 2022

Prospective Contractor Providence Infrastructure Consultants

By: Lee Rindin

Title: President

To be completed if contractor is providing services and has employees.

