

**PUBLIC WORKS DEPARTMENT MEMORANDUM
#31-2019**

DATE: August 12, 2019
TO: Honorable Mayor Antonio B. Esquibel and City Council Members
THROUGH: Heather Geyer, City Manager *hmg*
FROM: Kent Kisselman, PE – Director of Public Works *FKK*
SUBJECT: CR-95 – Water Treatment Plant Master Plan Update

PURPOSE

City Council is considering CR-95, a resolution to approve a contract for the Water Treatment Plant Master Plan Update Project.

BACKGROUND

Staff is updating the City's Water Treatment Plant Master Plan which was completed in 2009. Over the course of the last ten years there have been notable changes in drinking water regulations, modifications to the City's existing treatment processes, and increases in the drinking water demand.

In order for the Master Plan to function as an effective planning tool and ensure future regulatory compliance, it must be a comprehensive document which incorporates all of the current information directly impacting the treatment system. As such, an update is necessary, given that the 2009 master plan does not take into account recent improvements, modifications and changes in current and future regulations.

On April 29, 2019, the City issued RFP 2019-014 Water Treatment Plant Master Plan Update. On May 9, a mandatory pre-bid conference was held. On May 28, 2019, two proposals were received by the City Clerk.

The two proposals were distributed to the selection team for review. After reviewing the proposals, the selection team determined that JVA, Inc. was the most qualified firm and best fit for the project due to the overall cost of their proposal and previous knowledge of the facility.

STAFF RECOMMENDATION

Attached to this memorandum is CR-95, a resolution that, if approved, would authorize the Mayor to execute an agreement between the City of Northglenn and JVA, Inc. for the Water Treatment Plant Master Plan Update in an amount not to exceed \$59,300.00, and authorizes the City Manager, on behalf of the City, to approve changes in scope of services and execute relevant change orders up to the approved expenditure limit of \$65,230.00. Staff recommends approval of CR-95.

BUDGET/ TIME IMPLICATIONS

Funds in the amount of \$75,000 were budgeted for 2019 in the Water Fund.

2019 Budget Appropriation	\$75,000.00
JVA, Inc.	(\$59,300.00)
Contingency (10%)	(\$5,930.00)

Total	(\$65,230.00)
Remaining	\$9,770.00

Project timeline:

Contract Approval	August 12, 2019
Notice to Proceed	September, 2019
Kick-off Meeting	September, 2019
Project Completion	April, 2020

STAFF REFERENCE

If Council members have any comments or questions they may contact Kent Kisselman, 303.450.4005, or kkisselman@northglenn.org.

ATTACHMENT

1. Bid Summary

CR-95 – Water Treatment Plant Master Plan Update

Water Treatment Plant Master Plan Update Contract



CITY OF NORTHGLENN
FORMAL BID SUMMARY

BID NUMBER: RFP 2019-014

BID NAME: Water Treatment Plant Master Plan Update

DEPARTMENT: Public Works

	alan plummer associates, inc.	JVA, Inc.			
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 5/28/19	DATE: 5/28/19	DATE: 5/28/19	DATE:	DATE:	DATE:
TIME: 10:00 a.m. MST	TIME: 8:30	TIME: 9:13am	TIME:	TIME:	TIME:
Addendum 1	yes	yes			

Scott Mohr
Finance Department

Olivia Andrews
City's Clerk's Office

5/28/19
Date

SPONSORED BY: MAYOR ESQUIBEL

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-95
Series of 2019

Series of 2019

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND JVA, INC. FOR THE WATER TREATMENT PLANT MASTER PLAN UPDATE 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 JVA, Inc., attached hereto, in the amount of \$59,300.00 with a ten percent (10%) contingency of \$5,930.00 for a total amount not to exceed \$65,230.00 for the Water Treatment Plant Master Plan Update 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 _____, 2019.

ANTONIO B. ESQUIBEL
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and JVA, 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 fifty nine thousand three hundred dollars(\$59,300). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

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

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant

to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

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

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

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

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

V. COMMENCEMENT AND COMPLETION OF WORK

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

VI. CHANGES IN SCOPE OF SERVICES

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

VII. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VIII. ILLEGAL ALIENS

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

B. Prohibited Acts. Consultant shall not:

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

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

C. Verification.

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

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

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

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

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does

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

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

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

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

IX. INDEMNIFICATION

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

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

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

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

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

X. INSURANCE

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

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

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

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

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

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

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The

certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn:
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: JYA, INC
213 Linden St, Suite 200
FORT COLLINS, CO 80524

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

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Antonio B. Esquibel
Print Name

Mayor
Title Date

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: John P. McGee
John P. McGee
Print Name

PRINCIPAL 7/26/2019
Title Date

ATTEST:

By: Hadi Hall
Hadi Hall
Print Name

Facilities Manager 7/26/2019
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 update the existing water treatment plant master plan. The most recent master plan was completed in 2009 by HDR Engineering, Inc. and included all pertinent information for the water treatment plant at that time.

The purpose of the master plan update shall be to create a comprehensive document that incorporates recent modifications to the treatment process, as well as incorporating information on population and land use changes. Since the master plan will function as a planning tool for future improvements to the treatment process, the update shall also include project recommendations based on future regulations and projected growth along with suggested schedules and cost estimates.

The project delivery shall include, at a minimum, the following services:

- A. PROJECT INITIATION AND PROJECT MANAGEMENT
- B. HYDRAULIC EVALUATION
- C. REGULATORY SUMMARY AND EVALUATION
- D. PLANT EVALUATION
- E. DEVELOP ALTERNATIVES
- F. PREPARE MASTER PLAN REPORT

The Consultant shall submit a complete proposal for the above-mentioned services as described in more detail 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 two (2) similar Master Plan Update projects completed in Colorado within the last seven (7) years. Provide the original contract price and final contract price, and explain any differences. Summarize your firm’s accomplishments on each project, and provide a client reference and contact information.
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 2019 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

A. PROJECT INITIATION AND PROJECT MANAGEMENT

- The Consultant shall conduct a two-hour project kickoff meeting with City staff/representatives to discuss the project objectives and clarify the direction of the engineering/design team moving forward. The Consultant shall prepare an agenda and record/distribute minutes for the meeting.
- The Consultant shall participate in bi-weekly 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 in graphical format 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 water quality data for the plant raw and finished water, process control data for individual plant processes, previous reports of

interest such as the Long Term Water Resource Plan, hydraulic information for the plant, plant drawings, and other pertinent information. The project team shall review and organize this information for use in subsequent tasks.

- The Consultant will be required to communicate with existing City’s consultants working on the Aquifer Storage and Recovery, and the Integrated Water Resources Plan to incorporate these reports into the Master Plan Update.

B. HYDRAULIC EVALUATION

- The Consultant shall determine the hydraulic capacity of the plant and identify hydraulic restrictions in the existing plant facilities.
- The Consultant shall develop a hydraulic model for the plant and define the hydraulic gradeline (HGL) through the plant.
- The Consultant shall establish the current hydraulic capacity of the plant, identify the constrictions and detail improvement necessary to eliminate hydraulic restrictions. Summarized hydraulic concerns and constraints shall be included in the Master Plan Report.

C. REGULATORY SUMMARY AND EVALUATION

- The Consultant shall understand the drinking water regulatory requirement as they apply to Northglenn and the impacts to treatment and operations due to regulatory compliance.
- The Consultant shall summarize drinking water regulations. Particular attention shall be devoted to rules promulgated since 2009 and future regulatory actions that will impact Northglenn
- The Consultant shall evaluate raw and finished water quality data and monitoring plan. Water quality data shall be compiled and reviewed with respect to regulatory compliance.
- The Consultant shall evaluate regulatory impacts to Northglenn, determine aspects of the regulation which will be difficult for the City to meet, and review and discuss the regulatory requirements and compliance alternatives for Northglenn. Process changes necessary for meeting future regulations shall be identified and included in the Master Plan Report.

D. PLANT EVALUATION

The Consultant shall determine the performance and condition of the existing treatment train and its components and develop a list of opportunities for making improvements. Further details are provided below but is not intended to be an all-inclusive list:

- Update process descriptions for processes that have changed since the last master plan.
- Determine new process addition and modifications since the last master plan.
- Evaluate treatment performance of existing treatment train.

- Evaluate existing waste disposal of the plant.
- Evaluate chemical feed facilities.
- Summarize electrical, instrumentation, and control issues of concerns to the plant.

E. DEVELOP ALTERNATIVES

The Consultant shall prepare project alternatives that can be considered for inclusion in the capital improvement plan.

- Develop and evaluate a maximum of three integrated options for improvements that address concerns across the plant. Areas where the plant evaluation results demonstrate that modifications are warranted shall be included in the improvement options. Define the options in terms of projects that can be initiated and completed in phases.
- Develop a budget level cost estimate for each project alternative.
- Hold workshop with City staff for input and prioritization of projects. Review budget cost of each project and discuss pros and cons of implementing each one alone or in conjunction with other proposed projects.
- Develop CIP for preferred alternatives. Each preferred alternative shall be described in detail and the budget cost estimate will be updated. Where project alternatives are dependent or must be coordinated with one another, those relationships shall be detailed.
- Develop schedule for CIP implementation. Preferred projects shall be scheduled in time and in logical order for completion to obtain appropriate treatment results, and to minimize disruption to treatment plant operations.

F. PREPARE MASTER PLAN REPORT

The Consultant shall produce an Updated Master Plan Report, and at a minimum:

- Develop report text and graphics.
- Submit draft for City review.
- Meet with City to review comments.
- Submit final report.

G. DELIVERABLES

- Draft submittal – 4 sets of the document.
- Final Draft submittal – 4 sets of document.
- Final Master Plan Update – 4 bound documents and an electronic version in PDF format.

IV. EVALUATION OF BIDS

The City, in selecting the successful Bidder(s) will consider the following criteria:

- Overall rating of Letter of Introduction/Executive Summary. (Max. 10 points)
- Qualifications of the Project Team. (Max. 15 points)
- Adherence to Statement of Requirements. (Max. 15 points)
- Acceptable work schedule and delivery methodology. (Max. 20 points)
- Overall quality of proposal presented. (Max. 10 points)
- Cost. (Max. 20 points)
- Success of similar projects. (Max. 10 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.

Exhibit B



Northglenn WTP Master Plan

May-19		PRINCIPAL John McGee		PROJECT MANAGER Rob Anderson		TECHNICAL REVIEW Kevin Tone		SR PROJECT ENGINEER Richard Hood		DESIGN ENGINEER Wei Ye / Leah Opitz		SR CAD DESIGNER Jon Driggers		SUBTOTAL LABOR COSTS		EXPENSES			TOTAL COSTS (Rounded to Nearest 100)		
DESCRIPTION OF SERVICES		\$168/hour		\$164/hour		\$200/hour		\$128/hour		\$108/hour		\$124/hour		HRS	\$	PRINT	TRAVEL	SUB- CONSULTANTS	EXPENSE SUBTOTAL	LINE ITEM	
		HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL								
Task 1 Project Initiation and Project Management																					
■ Coordinate and Lead Kickoff Meeting with City		3	\$504	6	\$984			4	\$512	4	\$432			17	\$2,432		\$120	\$1,100	\$1,330	\$3,762	
■ Proect Management and Phone Conference Correspondence		4	\$672	20	\$3,280			16	\$2,048	12	\$1,296				\$7,296					\$7,296	
■ Review Existing Documentation and IWRP Coordination		2	\$336	6	\$984			8	\$1,024	12	\$1,296			28	\$3,640					\$3,640	
SUBTOTAL		9	\$1,512	32	\$5,248			28	\$3,584	28	\$3,024			45	\$13,368		\$120	\$1,100	\$1,330		\$14,700
Task 2 - Master Planning																					
■ Hydraulic Evaluation		2	\$336	4	\$656	1	\$200	8	\$1,024	12	\$1,296	4	\$496	31	\$4,008		\$130		\$130	\$4,138	
■ Regulatory Summary and Evaluation		1	\$168	2	\$328	1	\$200	2	\$256	8	\$864			14	\$1,816					\$1,816	
■ Plant Evaluation		2	\$336	8	\$1,312	1	\$200	14	\$1,792	24	\$2,592			49	\$6,232		\$150	\$2,100	\$2,460	\$8,692	
■ Develop Alternatives		2	\$336	6	\$984	1	\$200	12	\$1,536	20	\$2,160	6	\$744	47	\$5,960			\$1,200	\$1,320	\$7,280	
■ Prepare Draft Master Plan Report		6	\$1,008	12	\$1,968	4	\$800	24	\$3,072	40	\$4,320	12	\$1,488	98	\$12,656			\$1,100	\$1,210	\$13,866	
■ Prepare Final Master Plan Report		2	\$336	4	\$656	1	\$200	4	\$512	8	\$864	4	\$496	23	\$3,064					\$3,064	
■ Progress Meetings with the City		8	\$1,344	12	\$1,968			14	\$1,792	6	\$648			40	\$5,752		\$400			\$5,752	
SUBTOTAL		23	\$3,864	48	\$7,872	9	\$1,800	78	\$9,984	118	\$12,744	26	\$496	302	\$39,488		\$280	\$2,100	\$2,590		\$44,600
TOTAL ESTIMATED DESIGN FEE																			\$59,300		

Notes:

- 1
- 2
- 3
- 4



Environmental Engineering 2019 Hourly Billing Rate Schedule

POSITION	RATE
Principal	\$168 – \$200
Senior Project Manager	\$152 – \$164
Project Manager	\$132 – \$136
Senior Project Engineer	\$128
Project Engineer	\$112 – \$116
Senior Designer	\$124
Design Engineer/ CAD Designer	\$108
Administrative Support	\$100 – \$132

Auto travel shall be reimbursed at 58¢ per mile. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, long distance calls and shipping shall be reimbursed at 1.1 times direct cost.

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

FROM: JVA, INC.
(Prospective Consultant)

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

Project Name NORTHGLENN WTP MASTER PLAN UPDATE

Bid Number 2019-014 Project No. 2019-085

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 25TH day of July, 2019.

Prospective Consultant JVA, INC

By: John P. McFee

Title: PRINCIPAL

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, John P. McGee, am an owner/member/shareholder of JVA, INC, a PRINCIPAL 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, JOHN P. MCGEE, am a United States citizen or legal permanent resident.

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

OR

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

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

John P. McGee
Signature

07-26-2019
Date

DEPARTMENT PROGRAM AFFIDAVIT

**(To be completed if Consultant participates in the
Department of Labor Lawful Presence Verification Program)**

I, John P. McGee, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the City within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

John P. McGee
Consultant Signature

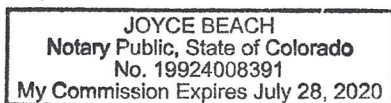
07-26-2019
Date

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of July, 2019, by John P. McGee as principal ^{26th} of JVA Inc..

My commission expires: 7/28/2020

(S E A L)



Joyce Beach
Notary Public