

**PUBLIC WORKS DEPARTMENT MEMORANDUM
#21-2020**

DATE: June 22, 2020
TO: Honorable Mayor Meredith Leighty and City Council Members
THROUGH: Heather Geyer, City Manager *hmg*
FROM: Kent Kisselman, PE – Director of Public Works *KHK*
SUBJECT: CR-102 – Wastewater Treatment Plant Master Plan Update

PURPOSE

City Council is considering CR-102 a resolution to approve a contract for the 2020 Wastewater Treatment Plant (WWTP) Master Plan Update.

BACKGROUND

The Public Works Engineering Division is seeking approval for this contract for the design consultant, selected through RFP 2020-004, to provide an update to the Wastewater Treatment Plant Master Plan. The Master Plan was last updated in 2009 and changing conditions at the plant require another evaluation. The Master Plan will serve to identify, prioritize, and coordinate future capital improvement projects at the WWTP.

STAFF RECOMMENDATION

Staff advises that a 10% contingency be applied to this contract. Attached to this memorandum is CR-102, a resolution that, if approved, would authorize the Mayor to execute an agreement between the City and CDM Smith Inc. for the 2020 Wastewater Treatment Plant Master Plan Update in an amount not to exceed \$74,448.00, 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 \$81,893.00. Staff recommends approval of CR-102.

BUDGET/TIME IMPLICATIONS

This project will be funded out of the Wastewater Capital Projects Fund.

Wastewater Capital Project Fund	\$250,000.00
2020 Wastewater Treatment Plant Master Plan Update	(\$74,448.00)
Contingency (10%)	(\$7,445.00)
Balance	\$168,107.00

The consultant has proposed a project time line of approximately eight months to complete the project after staff issues the Notice to Proceed. Once the contract is approved, staff will coordinate with CDM Smith Inc. for a project start date in July 2020.

Project timeline:

Contract Approval	June 22, 2020
Notice of Award	June 2020
Notice to Proceed	July 2020
Project Completion	February 2021

CR-102 – Wastewater Treatment Plant Master Plan Update

June 22, 2020

Page 2 of 2

STAFF REFERENCE

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

ATTACHMENTS

1. Bid Summary

CR-102 – Wastewater Treatment Plant Master Plan Update

Wastewater Treatment Plant Master Plan Update Contract



CITY OF NORTHGLENN
FORMAL BID SUMMARY

PAGE 1 of 1

BID NUMBER: RFP 2020-004
 BID NAME: 2020 Waste Water Treatment Plant Master Plan Update
 DEPARTMENT: Public Works

	Lamp Rynearson	JVA, Inc.	CDM Smith, Inc.		
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 05/14/20	DATE: 5/8/2020	DATE: 5/11/2020	DATE: 5/13/2020	DATE:	DATE:
TIME: 10:00 a.m. MST	TIME: 3:26 pm	TIME: 4:22 pm	TIME: 4:56 pm	TIME:	TIME:
Addendum 1	yes	yes	yes		
Addendum 2	yes	yes	yes		
Addendum 3	yes	yes	yes		
Addendum 4	yes	yes	yes		
Addendum 5	yes	yes	yes		

Betsy Nohr
 Finance Department

[Signature]
 City's Clerk's Office

05/14/2020
 Date

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-102
Series of 2020

Series of 2020

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND CDM SMITH, INC. FOR THE WASTEWATER 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 CDM Smith, Inc., attached hereto, in the amount of \$74,448.00 with a ten percent (10%) contingency of \$7,445.00 for a total amount not to exceed \$81,893.00 for the Wastewater 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 _____, 2020.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and CDM Smith 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 seventy four thousand four hundred forty eight dollars(\$74,448). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

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

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

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

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

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

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

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

V. COMMENCEMENT AND COMPLETION OF WORK

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

VI. CHANGES IN SCOPE OF SERVICES

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

VII. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VIII. ILLEGAL ALIENS

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

B. Prohibited Acts. Consultant shall not:

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

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:
 - a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
 - b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does

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

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

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

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

IX. INDEMNIFICATION

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

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

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

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

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

X. INSURANCE

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

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

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

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

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

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

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

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

City of Northglenn
 Attn: Mike Roman, PE
 11701 Community Center Drive
 Northglenn, Colorado 80233-8061

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

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

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

XI. NON-ASSIGNABILITY

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

XII. TERMINATION

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

XIII. CONFLICT OF INTEREST

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

XIV. VENUE

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

XV. INDEPENDENT CONTRACTOR

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

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

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

XVIII. SUBJECT TO ANNUAL APPROPRIATION

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

XIX. NOTICE

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

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

Consultant: CDM SMITH, Inc.
555 17th ST, SUITE 500
DENVER CO 80202

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: 

Solomon Abel
Print Name

Vice President 6/10/20
Title Date

ATTEST:


By: _____

JOSHUA BAILE
Print Name

CLIENT SERVICE LEADER 6/10/20
Title Date

EXHIBIT A:
SCOPE of WORK
for the
City of Northglenn WWTP Master Plan 2020 Update

Project Background

The purpose of City of Northglenn (City) Wastewater Treatment Plant (WWTP) Master Plan Update (the Project) is to review past recommendations for prioritizing the needs of the facility and to facilitate future decisions on process selection, to provide an overview of the current condition of the WWTP, and to plan for future regulatory and growth considerations that the City may face in the future. The major issues that will be addressed by the WWTP Master Plan Update include:

1. Identifying alternatives to restore lost treatment capacity;
2. Identifying alternatives to meet anticipated future nutrient limits;
3. Identifying alternatives for solids handling and biosolids reuse or disposal;
4. Identifying alternatives to increase operational flexibility by correcting ongoing operational issues;
5. Determining build-out treatment facility capacity, footprint, and setback requirements using City-supplied data; and
6. Prioritizing future capital reinvestment based on an asset condition assessment.

Scope of Work

The scope of work outlines the six (6) major tasks planned to complete the Project and are presented below.

Task 1 – Project Initiation/Project Management

1. Kick-Off Meeting
 - a. CDM Smith will kickoff the project with the City using a two (2)-hour meeting. The meeting topics will consist of project objectives; Project scope, budget, and schedule; and, planned activities.
 - b. A draft and final agenda will be provided electronically prior to the meeting.
 - c. An electronic copy of meeting notes will be provided within one week of the meeting to the City.
 - d. The meeting will be held via teleconferencing using the Teams application which the CDM Smith team will host. CDM Smith will send out the Teams meeting information including a link for joining prior to the kickoff meeting.
2. Monthly Progress Calls
 - a. An electronic agenda will be distributed prior to each call and will be updated to reflect current project topics for discussion along with a status update of budget, schedule, and deliverables.

- b. Electronic meeting notes will be distributed to the City within one week of the progress call.
- 3. General Project Management
 - a. A monthly progress report will be submitted with project invoices.
 - b. Monitor project costs and schedule during the course of the Project.
- 4. Data Review
 - a. Review influent and effluent water quality data, process control data, previous reports and plant drawings, the odor study and other relevant materials provided by the City.
 - b. Review and organize data and studies for use in subsequent tasks and incorporate into the Master Plan Update to support master planning recommendations.

Deliverables

1. Kickoff Meeting – Draft/Final Agenda and Summary Notes
2. Progress Meetings - Agenda and Summary Notes
3. Monthly Progress Reports and Invoices

Assumptions

- One (1) project kickoff teleconference call and six (6) monthly progress conference calls are assumed with the City.
- Kickoff meeting will be held via teleconference.
- Electronic copies of meeting agendas, meeting summary notes, and monthly invoices/progress reports will be provided to the City through email.
- Water quality data, process control data, previous reports/plant drawings, odor study and other relevant materials will be provided by the City in electronic format (excel files for data).

Task 2 – Loading Evaluation

1. Evaluate the current loading capacity of the WWTP using design criteria for each unit process within and comparing against the state design criteria. A summation of findings will be shared with the City for review and will be included in the final master plan update.
2. Recommendations for process improvements will be developed for providing future capacity.

Deliverables

3. Findings review call.

Assumptions

- BioWin or other process and/or hydraulic modeling will not be conducted as part of the Project.
- Information from previous Master Plans will be used.

Task 3 – Regulatory Summary and Evaluation

1. NPDES Evaluation
 - a. Review current NPDES permit and associated Fact Sheet to identify potential gaps in in current and future compliance.
 - b. Review applicable wastewater regulations focusing on rules promulgated since 2010 and future regulatory actions that may impact the City’s operations and discharge requirements.

2. Regulatory Summary
 - a. Review WWTP influent and effluent data provided by the City and compare with applicable permit limits and potential future limits.
 - b. Summarize applicable regulations, water quality data, and existing operational practices for inclusion in the Master Plan report.
 - c. Identify recommended process changes for meeting future discharge regulations and prepare summary of recommendations in the Master Plan Report.

Deliverables

1. Draft summary information for Regulatory Summary and Evaluation:
2. Draft summary of recommended process improvements.

Assumptions

- The City will provide electronic copies of the current WWTP NPDES permit and fact sheet.

Task 4 – Plant Evaluation

1. Evaluate the performance and condition of the existing treatment processes and its components consisting of the following:
 - a. Update process descriptions and process addition/modifications based on those that have occurred since the last Master Plan update.
 - b. Evaluate treatment performance including biosolids waste disposal and chemical feeds
 - c. Summarize electrical, instrumentation, and control issues with City input
 - d. Evaluate Air Feed and H₂S occurrence in headworks
 - e. Evaluate removal or abandonment of geothermal and other unused systems
 - f. Consideration of previous recommendations, assess space needs for future growth
 - g. Conduct condition assessment of existing WWTP process equipment with City consisting of a site visit by two (2) CDM Smith staff for up to six (6) hours on site.

Deliverables

1. Draft summary information of WWTP process evaluation and equipment conditions.

Assumptions

- City staff will be available to answer questions electronically and by phone,
- City will provide WWTP access for a pre-arranged plant walk through for condition assessment.

Task 5 – Develop Alternatives

1. Review alternative process improvement options summarized in past Master Plans, and prepare summary for review and comment by City. Finalize for inclusion in Master Plan update report.
2. Evaluate and document new process recommendations, and prepare summary for review and comment by City. Finalize for inclusion in Master Plan update.
3. Develop prioritized alternatives recommendations list based on City input, and prepare prioritized alternatives list to be included in the Master Plan update report.

Deliverables

1. Draft summary of historical process improvement recommendations.
2. Draft summary of new process improvement recommendations

3. Draft prioritized recommendations list.

Assumptions

- New cost estimates will not be developed for recommendations outlined in Task 5. Existing cost estimates from previous master plans will be escalated using current construction cost indices and included in the final update.

Task 6 – Master Plan Update Report

1. Draft Master Plan Update Report
 - a. Compile draft documentation from Tasks 2 through 5 into the Draft Master Plan Update Report.
 - b. Prepare electronic files (word and pdf) of the Draft Master Plan Update Report to the City via email or secure file transfer (by secure ftp) based on file size.
 - c. Provide four (4) hard copies of the Draft Master Plan Update to the City for review and comment.
2. Review Workshop
 - a. Compile City comments and notes into a comment/response log prior to the review workshop.
 - b. Facilitate review workshop with City staff in-person (or via teleconference depending on the status of remote working) to review comments and notes on the Draft Master Plan Update Report and to develop a plan to address and incorporate comments and notes into the Final report.
3. Final Master Plan Update Report
 - a. Provide electronic files (word and pdf) of the Final Master Plan Update Report to the City via email or secure file transfer (ftp) based on file size.
 - b. CDM Smith will provide four (4) hard copies of the Final Master Plan Update to the City.

Deliverables

1. Draft Master Plan Update Report [electronic word and pdf files and four (4) hardcopies]
2. Comment/Response Log for use at Review Workshop – provided electronically prior to the meeting
3. Final Master Plan Update Report (electronic file in pdf format and four (4) hardcopies)

Assumptions

- The City will provide a single-set of compiled electronic comments/notes on the Draft Master Plan Update report to CDM Smith within two (2) weeks of receiving the draft document.
- The review workshop will be held in person but may require teleconferencing based on the remote working situation in place at this point in the project.



City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233

EXHIBIT B
AMOUNT OF COMPENSATION

CDM Smith Inc.

(Consultant)

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

2020 Waste Water Treatment Plant Master Plan Update

RFP 2020-004

Item	Description	Amount
A	2020 WASTEWATER TREATMENT PLANT MASTER PLAN UPDATE	\$ 74,448.00

Total of all price in words: Seventy-four thousand, four hundred and forty-eight dollars and zero cents

Respondents shall include an hourly cost summary by employee type, 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 \$ 74,448.00

Total in Words Seventy-four thousand, four hundred and forty-eight dollars and zero cents

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

FROM: CDM SMITH, INC.
(Prospective Consultant)

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

Project Name WWTPL MASTER PLAN UPDATE.

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 10th day of JUNE, 2020.

Prospective Consultant CDM SMITH INC.

By:  JOSHUA BAILE

Title: CLIENT SERVICE LEADER