

UTILITY CONSULTANT

REQUEST FOR PROPOSALS

Notice is hereby given that the City of Evans, Colorado is seeking a qualified consulting firm to provide professional services with relation to utilities, which includes water, wastewater, storm water, the Town ditch, and refuse services.

RFP SCHEDULE

| | |
|---|---------------------------------|
| Proposals Submittal Deadline: | May 2, 2014 @ 5:00pm MST |
| Interviews for Selected Consultants: | Week of May 5-9, 2014 |
| City Council Approval of Consultant Contract: | May 20, 2014 |

Proposals shall be submitted no later than 5:00 pm on the above date and addressed to:

Sheryl Trent
City of Evans
1100 37th Street
Evans, Colorado 80620

CONTACT INFORMATION

All questions regarding this solicitation should be directed to the City representative listed below. Do not attempt to contact other City staff members regarding your submittal or any related proposal submittal. Emails will receive a quicker response than phone calls.

Jessica Gonifas, Deputy City Manager
970.475.1108
jgonifas@evanscolorado.gov

The City of Evans, Colorado reserves the right to reject any or all proposals or portions thereof, to accept a proposal or portion thereof, and to waive any informality.

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I. PROJECT BACKGROUND AND DESCRIPTION

The City of Evans, Colorado is seeking a qualified professional firm or consultant to manage the utilities function within the Evans, Colorado. The selected consultant may be assigned full time to the City of Evans for a period of 12 – 18 months and take the lead in making recommendations and decisions regarding the following (in order of importance):

Waste Water Treatment Facility (WWTF) for FEMA flood damage purposes

WWTF for long range decisions

WWTF to solve issues related to regulatory guidelines with CDPHE and federal

Waste Water Rates to address new facilities, long range CIP issues, maintenance, and operations

Water Rates to address new facilities, long range CIP issues, maintenance and operations (in conjunction with all utility rates)

Study and recommendations related to water dedication rights (known as EQR's) for future development

Water projects to include NISP, Windy Gap, regional water treatment options, and existing contract with Greeley

Storm Water rates and long range planning

Evans Ditch rates and long range planning

Refuse rates and recycling needs

THE CITY OF EVANS

Known as the "Queen City of the Platte" when incorporated in 1869, Evans was the County Seat of Weld County for many years. From a population of around 400 in a true Wild West town, Evans has grown to nearly 19,000 residents living in an urban area with a rural feel. For a long time Evans was the only town in the area to allow liquor and gambling, which made it the center of activity in the area!

Today, Evans is a community where our residents have a wide choice of housing, great schools, all the shopping and amenities of a large town, and a great quality of life. With over 300 days of sunshine each year and a full four seasons, many people relocate to Evans to experience the best of northern Colorado. Residents enjoy over 300 acres of parks and open space (including a dog park), several hiking and biking trails along the river and within the town, easy access to the Denver International Airport, and quick drives south to Denver or west to the Rocky Mountains. A local airport has flights around the country leaving daily, the access to I-25, US 85 and US 34 are only minutes away, and the conveniently located Union Pacific Railroad offers opportunities for shipping and receiving materials. Evans is a wonderful place to raise a family, start a business, and buy a home.

In September of 2013, devastating floods affected the Study Area, destroying over 208 homes, damaging 100+ acres of regional park facility (Riverside Park), and causing severe flooding with associated loss of roads, public infrastructure and private property. The Evans WWTF was significantly impacted and was not functioning for over eight (8) days. A project worksheet with FEMA has been prepared but not yet submitted, and discussions are being held with CDPHE, FEMA, and DOLA regarding the future of the Evans WWTF as well as the second plant, the Hill n Park WWTF (please see map)

While the immediate crisis is past, the City has begun to imagine the redevelopment of Study Area. A separate Master Plan process is underway for Historic Evans, and this planning process will be a critical component of that overall Master Plan. By appointing a Citizen Task Force to oversee the Historic Evans Master Plan, the City intends to involve the entire community in the vision for the future of the area. The Riverside Park Master Plan is in the RFQ process now to review the needs of the City related to recreation and facilities. Additionally, a South Platte River Corridor Master Plan is underway to determine concepts for recreational use along the river in Evans, and a larger river hydrology study for South Platte Corridor from the influx of the St. Vrain down river to the Poudre is in the selection process. Finally, some restoration will take place this year on the trails damaged by the flood.

ISSUES AND OPPORTUNITIES

The flood, while devastating, has brought into focus our need for: long term planning, adequate funding for maintenance and operations, oversight of facilities management and operations, and other critical issues. The City has regulatory compliance

issues with the Evans WWTF and the Hill n Park WWTF. As a result, we are faced with a convergence of extremely important, priority level issues that must be addressed quickly, efficiently, and in a manner that will build trust and relationships with all stakeholders.

The opportunity exists to create a plan for FEMA (by June 15 with possible extensions) that will also satisfy the State and qualify the City for other sources of grant and loan funds. Much of the work has been completed and studied, however a final decision has not yet been reached. Recently FEMA agreed to postpone submittal of the WWTF project worksheet in order for additional review that may lead to more creative and appropriate solutions for long term resolution of our many issues.

PROJECT OBJECTIVE

The City of Evans is requesting the assistance of a consultant or consultant team to address critical issues in the utilities function. Utilities in the City of Evans are comprised of water, waste water, storm water, the Evans Ditch (non-potable water distribution system), and trash. A few key points:

- Water and waste water are enterprise funds
- Water, waste water, and storm water all have impact fee and separate funds to track those fees
- Both waste water plants have regulatory compliance issues
- One of the two waste water treatment plants was damaged by the 2013 flood (known as the Evans WWTF)
- Trash is a contract with Waste Management
- The Evans Ditch is a direct bill based system, and many residents and business owners within the City depend on that source for irrigation needs
- Master Plans are either non-existent or extremely outdated for all of these areas – with the exception of Waste Water
- Rates have not been set that would accommodate operations and maintenance, nor capital projects for future planning
- An impact fee study is due to be completed this year

Due to the immense damage from the flood, and long standing permitting issues within the waste water system, the FIRST and most CRITICAL issues to address are in the waste water fund. However, again due to long standing issues, the water fund is also at a critical stage. With the possible need to fund Windy Gap and NISP, the City must determine which projects can be funded and how. Additionally, water for development has been complicated and confusing. Storm water has long been a problem in Historic Evans.

The City owns its own water supply through water rights dedication, the ownership of water rights delivered through the Evans Ditch, and through cash in lieu process, but potable water is treated by the City of Greeley in accordance with a long-standing contract. This contract includes a special plant investment fee (commonly called the “cap”). This cap has been exceeded several times in the last several years. The cost of exceeding this cap has placed significant pressure on the enterprise and general funds. There have been discussions in the past of the City establishing its own water treatment system or cooperating with other Cities in a regional treatment system.

In the mid-2000s the City adopted a new water rate system that contributed to a city council recall election (it was not successful) and special water rate study. Water rates have been increased incrementally to their current level. Neither the current water rates nor waste water rates are adequate to fund major system maintenance. Waste water rates are particularly low and cannot fund the improvements necessary to address regulatory improvements.

We anticipate that the position will be assigned to Evans full time for a minimum of 12 months, potentially as long as 18 months and will report directly to the Deputy City Manager. Staff will be available for any needs or questions as they arise. Office space will be provided on site. We would prefer an immediate start date.

Potential consultants should have a positive track record with the State of Colorado, strong working relationships with state and federal agencies already established, a long history of successful capital projects, impeccable credentials, the ability to make critical recommendations to a wide range of stakeholders in a way that is clear and easy to understand, and be comfortable working in change environments. We understand that it is likely we will have a team of consultants, but we want

one lead individual who will be the main point of contact, the face of our utilities discussions, and the one person that will deal with all stakeholders.

FEMA will assist in the repair of the WWTF, based on an estimate of damages (currently at approximately \$1,000,000). However, the City would like to accomplish the following objectives prior to any project construction. There is a 2010 Master Plan Study (which has some inherent flaws in growth data) for the Waste Water Fund available on line.

PUBLIC PARTICIPATION

Public participation is a key element in this process. While some of the most critical work is immediate in nature and must be performed at a high rate of speed, other issues such as rates will require public communication. The City has a Communications Manager but we will require the consultant to provide that information and craft that message with staff help and support. Workshops, community meetings, and other public events will be utilized to gain face-to-face, first-hand feedback on a necessary basis, as agreed to between the consultant and the City.

Outreach activities should focus on a variety of stakeholders, including property and business owners, residents, recreational users and the general population of the City.

The community outreach efforts may also include (see Project Implementation for more information):

- Stakeholder interviews.
- Stakeholder group meetings.
- Online survey and face to face survey
- Other methods to measure the public's reaction to the process and adjust the planning process as necessary.

PROJECT IMPLEMENTATION

The immediate needs of the City are centered on a comprehensive remedy to the wastewater issues facing the City. Those timelines are immediate and critical.

The remaining utility issues can be addressed past June or July and will likely be less pressing and allow for more studies and strategic planning.

II. SUBMISSION REQUIREMENTS

The Proposal response should be fully self-contained, and display clearly and accurately the capabilities, knowledge, experience, and capacity of the Respondent to meet the requirements of the project and the RFP. Respondents are encouraged to utilize methods they consider appropriate in communicating the required information. At a minimum, this will include submission of the information requested below:

- Firm Description
- Relevant Experience
- Resumes of Project Team
- Approach to Fulfilling Project Objectives
- Fee Schedule
- References (Minimum of three references within the last five years)

The selected consultant will also be required to obtain a City of Evans, Colorado Business License.

One (1) bound copy (marked as original) of qualifications and one copy in PDF format on a flash drive should be submitted to the City of Evans offices at 1100 37th Street, Evans, Colorado 80620 no later than **5:00 pm by Friday, May**

2, 2014. Submittals can be sent to Sheryl Trent, Economic Development Direct at the address listed previously. Questions can be directed to Jessica Gonifas, Deputy City Manager at jgonifas@evanscolorado.gov (970) 475.1106. Interviews with the most qualified firms will be held on the week of May 12-18, 2014.

In order to be considered, all requested information requested below shall be submitted. All material shall be presented in a succinct manner in the same order as presented in this RFP. Facsimile, emailed or electronic format proposals are not acceptable. The City will not be responsible for proposals delivered to a person/location other than that specified above.

A. FIRM DESCRIPTION AND EXPERIENCE

1. Consultant: Name, address, telephone number, FAX number, e-mail address, website address (if available)
2. Year the firm was established
3. Primary contacts within the company that will be assigned to the City of Evans: Title, telephone number and email address for each. Indicate which person will be the contact for the RFQ process.
4. Number of employees in firm and office locations
5. Consultant specialties: List of the type(s) of work the firm specializes in.
6. List of Lead Professional Personnel by Area of Expertise: Provide an organization chart describing staff available to handle the desired work. Provide a brief but detailed history of the number of years of experience with the current firm and other firms, education, professional registration/certifications, and qualified work experience relevant to the services requested. Use separate pages for each person.
7. Current/Prior Experience with Municipal Projects (with emphasis on Utilities projects): List up to five (5) projects, starting with the most recent, that the professional personnel of your firm have worked within the past 5 years. Provide the year the project was performed, the name of the municipality/jurisdiction and location (city), the owner's name, address, and contact name and phone number, e-mail address and the scope of work performed. Other related experience may be included.
8. Experience in working with flood related information and technical data, including working with Colorado State agencies and FEMA and other federal agencies is highly desired.

B. APPROACH TO FULFILLING THE PROJECT OBJECTIVE

1. Provide the tasks and narrative of how your firm will comply with fulfilling the project objective, and what special services and products your firm has to meet our needs and not exceed the agreement amount.
2. A description of how the firm provides the desired services and quality control to assure adequate level of service and successful project completion and management.
3. A statement indicating the firm is independent, properly licensed to practice in Colorado, and has no conflict of interest with regard to any other work performed by the firm for the City.

C. RATE SCHEDULE

Provide an itemized rate schedule that reflects the work proposed. The rate schedule should include typical hourly charge rates for labor classifications anticipated and any travel or incidental costs.

D. REFERENCES

Provide three (3) references (names, addresses, phone numbers, e-mail addresses and contact persons) for comparable work for your firm and for the team members. Provide a brief description and magnitude of services provided for each reference.

E. CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT / INSURANCE

Brief statement acknowledging the Consultant's willingness to accept the attached City's standard Consultant and Professional Services Agreement as is. Please detail any modifications (see Attachment A).

The selected consultants/firm(s) shall demonstrate that they can meet the City of Evans, Colorado insurance requirements. Please refer to the attached City of Evans, Colorado Standard Consultant and Professional Services Agreement.

F. CONDITIONS OF REQUEST AND REQUIREMENTS

The following conditions apply to this RFQ:

1. The City of Evans, Colorado (City) reserves the right to withdraw this solicitation of a proposal at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any firm submitting a proposal.
2. The City reserves the right to reject any and all proposals submitted in response to this request and to reject any sub-consultant or individual working on a consulting team.
3. Any changes to the proposal requirements will be made by addendum.
4. In any event, the City shall not be liable for any pre-contractual expenses incurred by any proposal or Consultant. This shall include pre-contractual expenses such as preparing the Proposal, submitting the Proposal to the City, negotiating with the City on any matter related to the Proposal or other expenses incurred prior to the date of award for any agreement related to the services herein described.
5. No prior, current or post award verbal agreement(s) with any officer, agent or employees of the City shall affect or modify any terms or modifications of this RFQ or any contract or option resulting from this process.
6. The City reserves the right to waive any minor irregularities, informalities or oversights at its sole discretion. The term "minor" as used herein means any proposer or City irregularities or oversights that does not materially affect or alter the intent and purpose of this RFQ, and is not in violation of any State of Colorado or Federal Government rules, laws and regulations that may apply to this procurement.

III. EVALUATION CRITERIA AND PROCEDURES

A. DISTRIBUTION AND OUTREACH

This RFQ is being distributed to a list of consultants who have expertise in related areas.

B. SELECTION TEAM

The City will rate prospective consultants (firms) for this work using only objective criteria based upon the information obtained from the Proposals.

The City will have an internal team screen proposals. The firms with the highest ranking based on experience and qualifications as described in the Proposal to provide the required services will be invited for interviews. The proposed project manager and personnel will be requested to represent the firm at the interviews.

C. SELECTION CRITERIA

The evaluation will consist of a matrix of requirements, qualifications and experience. The following criteria will be used in evaluating the submittals received in response to this RFP:

- Background and experience of firm and personnel
- Past performance and service on similar assignments/projects
- Firm's quality assurance and control procedures

- Proposed approach to the completing the project objective (proposed scope of work)
- Technical qualifications (staff who will actually work on the projects)

D. SELECTION PROCEDURE

Consideration of a prospective consultant's (firm's) proposal will be made only if the prospective consultant meets all the minimum requirements of this RFP. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information. The City reserves the right to award a contract to the firm (or firms) that present the best qualifications and which will best accomplish the desired results for the City.

Any consultant (firm) deemed not qualified, or consultants (firms) who's rating changes sufficiently to disqualify them, will be notified in writing. No consultant shall have the right to an appeal based upon an incomplete or late submission of the proposal.

Request for Supplemental Information: The City reserves the right to require, from any or all consultants (firms), supplemental information that clarifies submitted materials.

Questions: All questions regarding this solicitation should be directed to the City representative listed in this RFQ. Do not attempt to contact other City staff members regarding your submittal or any related proposal submittal.

Incomplete Proposals: Incomplete and/or unsigned submissions will not be considered. However, if a submission is incomplete, and if it appears that the omission can be corrected promptly, the affected firm may be contacted and offered the opportunity to complete the proposal and provide the required information within a prescribed period of time, which will not be extended. If a firm does not respond within the time stated, the Proposal will not be considered.

Rejection of Submitted RFP: Proposals that are not current, accurate, and/or completed accurately in accordance with the prescribed format shall be considered non-responsive and eliminated from further consideration.

Selection Process Termination: The City reserves the right to terminate the selection process, at any time, without making an award to any or all consultants.

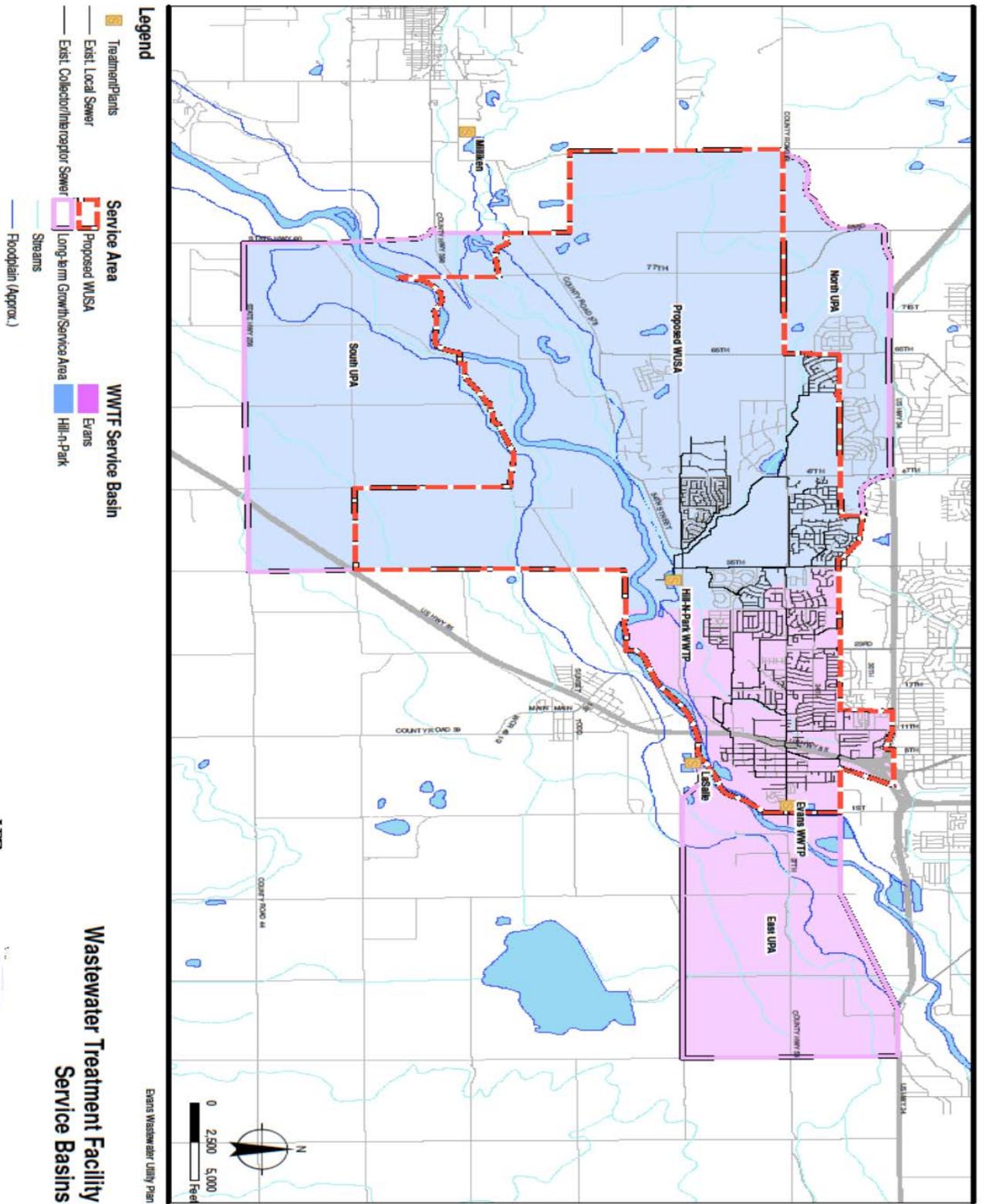
Disqualification: Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- Any attempt to improperly influence any member of the selection staff;
- Existence of any lawsuit, unresolved contractual claim or dispute between consultant and the City;
- Evidence of consultant's inability to successfully complete the responsibilities and obligations of the proposal; and
- Consultant's default under any agreement, which results in termination of the agreement.

Undue Influence: All firms submitting proposals declare and warrant, on a separate attachment, that no undue influence or pressure is used against or in concert with any officer or employee of the City of Evans, Colorado in connection with the award or terms of Agreement that will be executed as a result of award of this contract, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Evans, Colorado will receive compensation, directly or indirectly, from the consultant, or from any officer, employee or agent of the consultant, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement.

IV. ATTACHMENTS

ATTACHMENT A



Wastewater Treatment Facility Service Basins

HR
 POLY-TECHNIP | SANITARIUM
 Figure 2.7
 September 27th, 2010



City of
Evans, Colorado

**Wastewater Treatment Facility
Flood Issues**

From: Fred Starr, Public Works Director
fstarr@evanscolorado.gov
(970) 475-1110

Date: February 4, 2014

Introduction

The City of Evans (City) Wastewater Treatment Facility (WWTF) was severely damaged by the flooding resulting from the September 11, 2013 storm event. Three main concerns are the focus of this paper:

- 1) Floodwater inundated the facility infrastructure, causing ruin and damage to several components of the facility. Repair to the Evans WWTF has an estimated project cost of approximately \$5 million to restore pre flood functionality, reliability and redundancy. This does not include any mitigation measures

- 2) Additionally, the Evans WWTF is currently operating at 95 percent of its rated capacity and does not consistently meet water quality regulations at its discharge point. While this is worse in cold weather months, the plant does not meet current regulatory standards. Even prior to the flood event, plant capacity needed to be increased and improvements to the biological and disinfection treatment systems are currently required to reliably meet water quality regulations required by the Colorado Department of Public Health and Environment (CDPHE). A potential consequence of failure to address this issue could be a moratorium on building permits for occupied structures.
- 3) The location and size of the facility must be evaluated as a part of this process.

The preferred facility improvements to meet the capacity and treatment requirements were identified in the City of Evans Wastewater Utility Plan Update, dated October 2013. The City has been in the process of developing an implementation plan for the recommended improvements at the WWTF. The recent flood event has increased the urgency for the City to move forward with selected improvements, so as to minimize and mitigate any future damage from a flood or other disaster.

Description of System

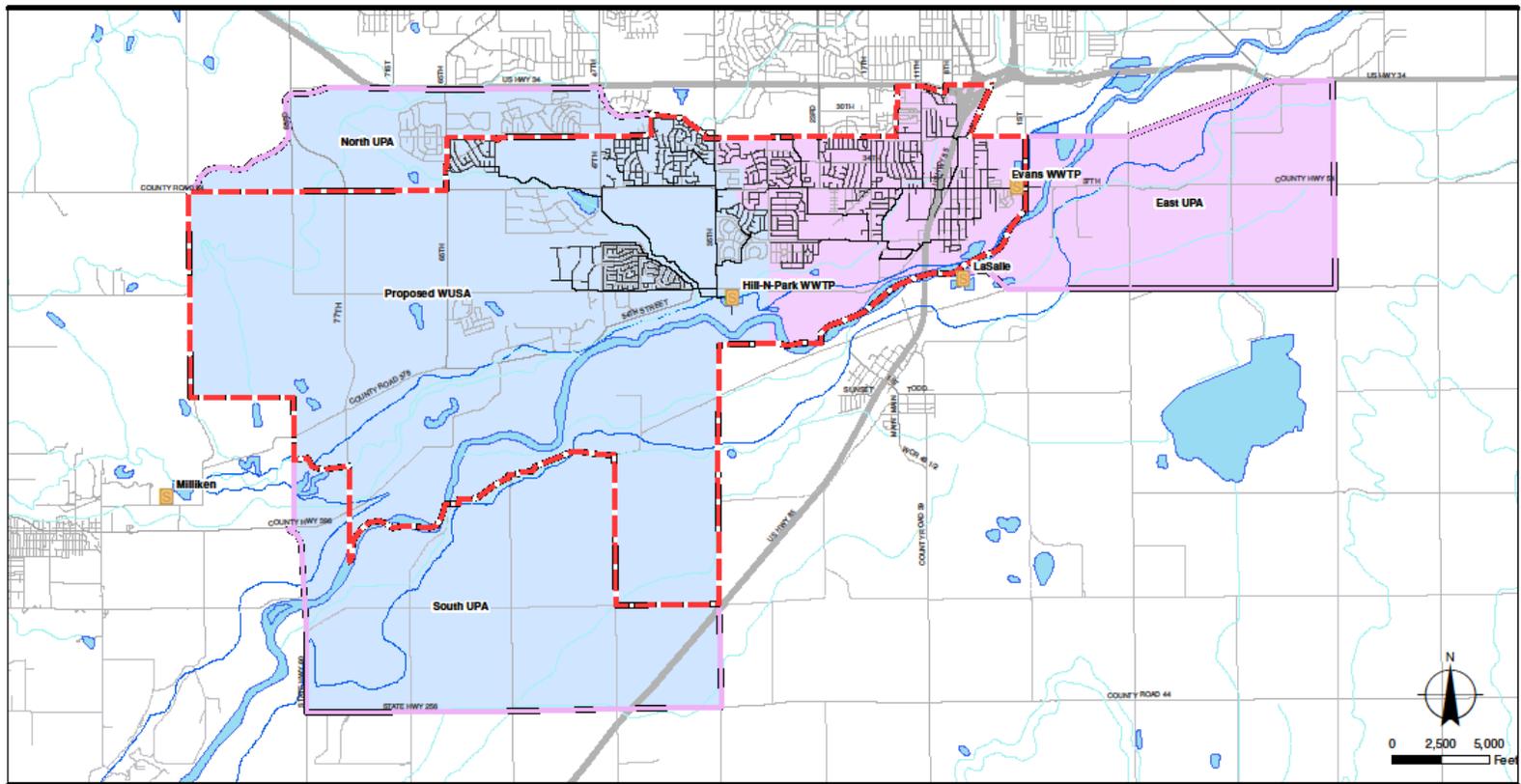
The City of Evans is served by a gravity sanitary sewer system and two wastewater treatment facilities: the Evans Wastewater Treatment Facility (Evans WWTF) and the Hill-n-Park Wastewater Treatment Facility (Hill-n-Park WWTF). The Evans WWTF currently provides wastewater service for approximately 2/3 of the Evans population, or approximately 4,000 households all within the City limits, and is located at the intersection of 1st Avenue and 37th Street. Figure 1 provides a map of the service areas.

The Hill-n-Park WWTF is located on the west side of town and serves approximately 1/3 of the population, some of which are in unincorporated Weld County (none are in Greeley). However, based on land available for future growth and development patterns, it is expected the Hill-n-Park WWTF will provide a higher percentage of the wastewater service in the future. Additionally, the Hill-n-Park WWTF is located outside of the 500 year flood plain and was not damaged by the September 2013 storm event.

There are four options under consideration to address and mitigate the flood events:

- 1) Repairing the Evans WWTF at its current location.
- 2) Consolidating wastewater treatment for the entire City at the Hill-n-Park WWTF.
- 3) Regionalize treatment with the City of Greeley- abandon the Evans WWTF and send all flow to the Greeley Water Pollution Control Facility (WPCF).
- 4) Move the Evans WWTF to a new location out of the flood plain in the same area, slightly to the north on or near the current property.

Two of these wastewater projects (Options #2 and #3) require a significantly greater sum of capital than repairing and installing needed improvements at the existing Evans WWTF (Option #1). Option #4 has a greater cost but not significantly. A detailed description of the needed repairs and the proposed improvements are provided later in this whitepaper.



Legend

- | | | |
|------------------------------------|-------------------------------|---------------------------|
| Treatment Plants | Service Area | WWTF Service Basin |
| Exist. Local Sewer | Proposed WUSA | Evans |
| Exist. Collector/Interceptor Sewer | Long-term Growth/Service Area | Hill-n-Park |
| | Streams | |
| | Floodplain (Approx.) | |

Wastewater Treatment Facility Service Basins



Figure 2.7
September 21st, 2010

Figure 1: City of Evans Wastewater Treatment Facility Service Areas

Flood Event September 11, 2013

The City of Evans sustained significant infrastructure damage during the flooding events which took place between September 11th and 20th, 2013. Up to 15 inches of rain fell on the Front Range between Wednesday, September 11th and Friday, September 13th, resulting in the South Platte River peaking in the early morning hours of Saturday, September 14th. The highest recorded peak was at 18.79 feet, well exceeding the previous record of 11.7 feet in 1973. The flooding lasted longer than expected and the river stayed above 12 feet (major flood stage) until Thursday, September 19th. The South Platte grew to almost 1 mile wide at its peak! The City is located near the confluence of the Big Thompson, Little Thompson, South Platte, and Cache la Poudre Rivers which resulted in significant flooding. It is estimated the flood was in the range of a 1000 year occurrence.

The most significant infrastructure damage occurred along the South Platte River on the east side of the City including the following:

- Evans Waste Water Treatment Facility
- Severe damage to 60+ stick built homes
- 208 mobile homes destroyed rendering Eastwood Village and Bella Vista mobile home parks non operational
- Total destruction of Riverside Park
- Severe damage to 8 miles of roadway
- Berms partially protecting public and private property breached in numerous locations
- An estimated cost of \$30+ million

Figure 2 provides a map of the key damaged areas.



Figure 2: City of Evans Flood Damaged Areas

History of Damage and Issues

The City of Evans WWTF was severely damaged by the flooding resulting from the September 11, 2013 storm event. Floodwater inundated the facility infrastructure, causing ruin to several components of the facility, including the headworks and lab/operations building. The WWTF was non-operational for approximately eight (8) days, during which time a no flush order was issued for the area serviced by this WWTF. Approximately **12,000 Evans residents and businesses were unable to use their toilet or send any water to drain in their homes during this time.**

The storm event also inundated the wastewater collection system with storm water and several manholes were completely submerged during and immediately following the storm event. Wastewater and storm water was pumped out of the collection system and conveyed to the City of Greeley to allow for the City of Evans to inspect and assess the system for damage.

Temporary bypass measures were implemented at the WWTF to eliminate the no flush order. Temporary pumps were installed to pump raw wastewater from the collection system directly into the WWTF lagoons, bypassing the plant headworks. (The headworks is used to remove large debris and inorganic solids from the wastewater prior to treatment in the facility lagoons.) The lagoons were inundated with a large volume of debris as a direct result of the flooding event and indirectly by sending raw sewage directly to the lagoons. Flooding damage caused equipment in the headworks to be completely in-operational. Essential equipment in the headworks is currently being repaired. See *Attachment A* for a full list of damage.

Problem Statement

The Evans WWTF requires permanent repairs in addition to the emergency work being performed at headworks to restore pre-flood functionality, reliability and redundancy. The total cost to repair flood damage at the Evans WWTF has been estimated at almost \$4,800,000. Additionally, as illustrated by the flooding events, the WWTF is located in the 500 year floodplain. Additional funding of approximately \$4,800,000 may be needed to implement mitigation measures to reduce the potential of a future flooding disaster. Figure 3 provides a map of the flood plain.

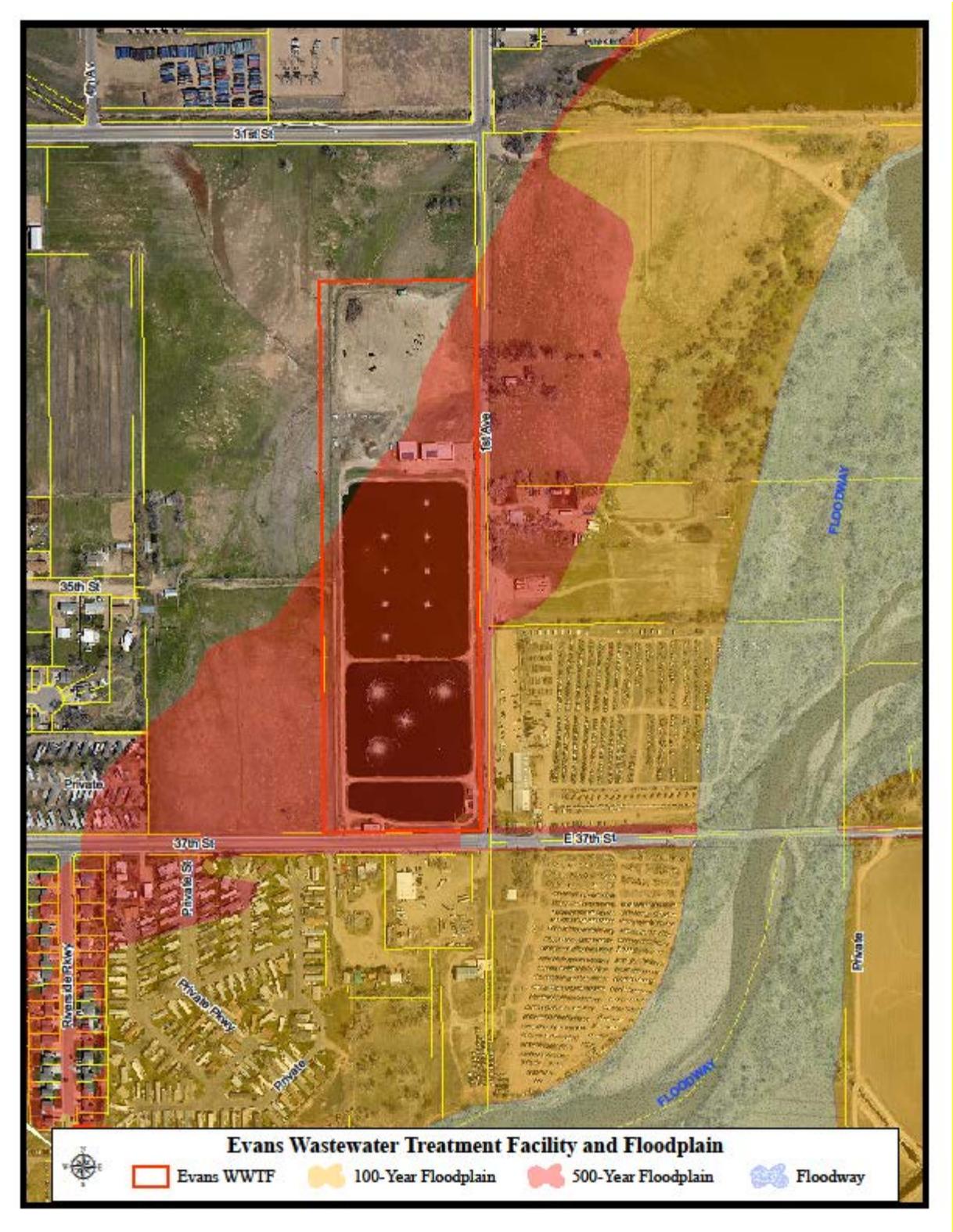


Figure 3: 100 and 500 year Floodplains near WWTF

Alternatively the City could relocate the function of the WWTF to another area within the City: the Hill-n-Park WWTF or a location near the existing Evans WWTF out of the flood plain area. Both of these solutions provide a permanent solution to the disaster problem but funding and resources are limited for this type of project.

Options

Prior to the flooding event, the Evans WWTF was operating above the 95 percent rated capacity requiring upgrades. The upgrades are also needed to improve the treatment process to meet discharge regulations. The City has been in the process of developing an implementation plan for the recommended improvements at the WWTF. The recent flood event has increased the urgency for the City to move forward with selected improvements, so as to maximize the benefit of the flood related funding.

The 2013 Utility Plan Update identified the option of abandoning the Evans WWTF to combine with other existing treatment facilities in lieu of building additional capacity and treatment upgrades at the Evans WWTF. For this alternative, the City could combine treatment processes from the Evans WWTF with the existing Hill-n-Park WWTF or they could regionalize with the City of Greeley. Both of these options would require the construction of a new wastewater lift station at the site of the existing Evans WWTF and a new forcemain. Mitigation measures would be required at the proposed wastewater lift station to minimize the risk of flooding.

For the purposes of this white paper, four options have been identified to provide long term wastewater treatment service for the flows currently being sent to the Evans WWTF:

- 1) Maintain wastewater treatment operation at Evans WWTF. This requires repairing the facilities to pre-flood condition, increase the capacity, and improve the treatment process to meet discharge requirements.
- 2) Combine wastewater treatment with the City of Evans' Hill-n-Park WWTF. This requires the construction of a new lift station and forcemain to convey the flow to Hill-n-Park WWTF and improvements to the Hill-n-Park WWTF to handle the additional flow and meet discharge requirements.
- 3) Regionalize wastewater treatment with the City of Greeley. This requires the construction of a new lift station and forcemain to convey flow to the Greeley WPCF.
- 4) Move the Evans WWTF to a new location out of the flood plain in the same area. This requires construction of all new facilities to meet the capacity and discharge requirements.

The following sections provide additional detail for each option.

Option 1: Maintain Wastewater Treatment Operation at the Existing Evans WWTF

Option 1 requires facility repair previously estimated at approximately \$5 million to restore the facility to pre-flood conditions. Additionally, unrelated to the flooding event, the WWTF is currently above 95 percent of its rated capacity and requires treatment upgrades to meet future water quality regulations. Necessary facility improvements to increase capacity and meet discharge requirements are estimated at \$4.7 million. The total cost required to maintain the current wastewater treatment arrangement at the Evans WWTF is approximately \$4.7 million to repair the facility, \$4.7 million to upgrade the facility and an additional \$4.7 to mitigate for the 500 year floodplain. The total capital cost for Option 1 is estimated at \$14,197,000.

FEMA will reimburse the City for 75 percent of the costs associated with repairing and mitigating the flood damage. The state of Colorado will also reimburse the City an additional 12.5 percent of the cost. **The total cost to the City of Evans to repair flood damage and make needed upgrades is estimated to be approximately \$5,871,000.** See Table 1 for a breakdown of costs and reimbursement funds. To cover the required City funding and to meet the requirements for general operation and maintenance, the sewer rate would need to be increased from the current value of \$11.15/month to a new rate of approximately \$23 by the year 2020. Advantages and disadvantages for this alternative are provided below.

Advantages

- Least expensive option
- Uses existing infrastructure
- No water right impact
- Less complicated treatment process

Disadvantages

- Doesn't fully mitigate risk of flooding
- Evans will still operate two WWTFs
- No guarantee of additional funding

**Table 1 – Option 1 Costs
Maintain Wastewater Treatment Operation at Evans WWTF**

| Item Description | Total Estimated Project Cost | FEMA Reimbursement (75% of project cost) | State of Colorado Reimbursement (12.5% of project cost) | Cost Responsible by City |
|--|--|---|--|---|
| Repair of flood damage to Evans WWTF | \$4,757,000 | \$3,568,000 | \$595,000 | \$595,000 |
| Estimated Costs for Mitigating to 500 Year Flood Plain | \$4,757,000 | \$3,568,000 | \$595,000 | \$595,000 |
| Evans WWTF upgrades to increase capacity and meet discharge requirements | \$4,683,000 | \$0 | \$0 | \$4,683,000 |
| | Total Option 1 Cost: \$14,197,000 | FEMA Reimbursement: \$7,136,000 | State Reimbursement: \$1,190,000 | Total Cost to Evans: \$5,871,000 |

Option 2: Combine Wastewater Treatment with the City of Evans' Hill-n-Park WWTF

Option 2 would require construction of a new wastewater lift station and forcemain at the Evans WWTF to convey wastewater to the Hill-n-Park WWTF. The proposed lift station would be located in the 500 year flood plain and flood mitigation measures would be required. Consolidating wastewater treatment into a single facility would benefit the City by minimizing workload for the plant operators and it would simplify the City's water quality compliance by eliminating one of two discharge points. However, a new wastewater lift station and forcemain would create new operational costs and maintenance requirements that the City has not previously endured.

The Evans WWTF currently treats approximately 1.2 million gallons per day (mgd) and the Hill-n-Park WWTF currently treats approximately 0.5 mgd. The capacity needed at the Hill-n-Park WWTF would immediately more than triple, to 1.7 mgd to accommodate flows from Evans. However, rather than building for the capacity that is immediately needed, it would be more efficient to include future growth and capacity needs. An initial capacity of 3.4 mgd would be constructed at the Hill-n-Park WWTF to accommodate combined wastewater flows from Evans and Hill-n-Park WWTFs for the projected population in the year 2030.

Consideration of water rights would be required prior to moving forward with this option. The Evans WWTF and the Hill-n-Park WWTF both discharge to the same segment of the South Platte River, but the Evans WWTF discharge is located approximately 4 miles downstream of the Hill-n-Park WWTF discharge point. The Latham Ditch intake is located between the two discharge points. The City of Evans would need to ensure there are no violations to any water laws prior to consolidating wastewater treatment operations.

Additionally, water quality regulations are more stringent for facilities treating more than 2.0 MGD. The more stringent regulations require more expensive treatment processes to achieve greater nutrient removal. The total projected cost to construct the recommended capacity using the treatment required to meet water quality Regulation 85, construct the lift station at the Evans WWTF, and the forcemain is approximately \$22,332,000.

FEMA funding to repair flood damage can be applied to an alternate project if the City decides to select Option 2 in lieu of repairing the Evans WWTF. However, the percentage of reimbursement available drops from 75 percent of project cost to 67.5 percent. Reimbursement from the State of Colorado remains at 12.5 percent. **The total cost to the City of Evans for this option is approximately \$14,720,000.** To cover the required City funding and to meet the requirements for general operation and maintenance, the sewer rate would need to be increased from the current value of \$11.15/month to a new rate of \$29 by the year 2020. Advantages and disadvantages for this alternative are provided below.

Advantages

- Consolidates wastewater treatment
- Fully mitigates risk of flooding

Disadvantages

- Most expensive option
- Requires construction of new pump station and forcemain
- Hill-n-Park WWTF will need to be upgraded for additional capacity but also to meet Regulation 85 discharge requirements
- Potential water rights issues
- No guarantee of additional funding

Table 2 – Option 2 Costs

Combine Wastewater Treatment with the City of Evans’ Hill-n-Park WWTF

| Item Description | Total Estimated Project Cost | FEMA Reimbursement (90% of 75% of project cost = 67.5% of project cost)⁽³⁾ | State of Colorado Reimbursement (12.5% of project cost)⁽³⁾ | Cost Responsible by City |
|--|--|--|--|--|
| Replacement Costs for Facilities Damaged by Flood | \$0 ⁽¹⁾ | \$3,211,000 | \$595,000 | \$951,000 |
| Mitigate 500 Year Flood Plain (Applied as Mitigation from Evans WWTF) | \$0 ⁽²⁾ | \$3,211,000 | \$595,000 | \$951,000 |
| Hill-n-Park WWTF Upgrades and Increased Capacity, Lift Station and Forcemain | \$22,332,000 | \$0 | \$0 | \$22,332,000 |
| | Total Option 2 Cost: \$22,332,000 | FEMA Reimbursement: \$6,422,000 | State Reimbursement: \$1,190,000 | Total Cost to Evans: \$14,720,000 |

(1) Evans WWTF will not be replaced so the \$4,757,000 cost isn’t applied to the project. FEMA funding will be used toward improving the Hill-n-Park WWTF.

(2) Evans WWTF will not be replaced so the \$4,757,000 mitigation cost isn’t applied to the project. FEMA funding will be used toward improving the Hill-n-Park WWTF.

(3) Based on the replacement cost of \$4,757,000 and an equivalent mitigation cost of \$4,757,000

Option 3: Regionalize Wastewater Treatment with the City of Greeley

Option 3 would require construction of a new wastewater lift station and forcemain at the Evans WWTF to convey wastewater to the Greeley collection system. The proposed lift station would be located in the 500 year flood plain and flood mitigation measures would be required. The Greeley collection system at the point of discharge would require improvements to increase capacity. Additionally, the Greeley WPCF would need to be upgraded at some point to accommodate the additional flows. An intergovernmental agreement would be required and the City of Evans would likely have to pay a system development charge to buy into the Greeley system. Additionally, residents within the current Evans WWTF basin would have to pay Greeley for treatment services. The City of Greeley charges approximately \$30 per month for wastewater treatment, compared to the current City of Evans rate of \$11 per month.

Consideration of water rights would be required prior to moving forward with this option. The Evans WWTF discharges to the South Platte River; the Greeley WPCF discharges to the Cache la Poudre River. It is likely that a water trade agreement would need to be negotiated to allow for a modification of the Evans WWTF discharge point.

Due to the difference in customer wastewater treatment fees, the potential impact to City water right agreements and the need for an intergovernmental agreement with the City of Greeley, Option 3 was not considered viable. Advantages and disadvantages for this alternative are provided below.

Advantages

- Eliminates Evans WWTF
- Reduces Evans staff responsibility for operations and maintenance

Disadvantages

- Water rights issues
- Long term costs similar to issues with water system
- Immediate rate increase for residents to a minimum of \$30/month
- No guarantee of additional funding

Option 4: Rebuild Evans WWTF In New Location

For Option 4 a new Evans WWTF would be constructed most likely to the north and west of the existing facility. It would either be constructed completely out of the 500 year floodplain or at an elevation which would not be impacted. For this alternative, the existing influent sewer line would be extended to the north and connected to a new influent pump station. The pump station would discharge to a new headworks facility, followed by biological treatment, clarification, and ultraviolet light disinfection. A new operations/maintenance building would also be constructed. The existing lagoons would be maintained to provide solids stabilization. The other remaining facilities would no longer be used. Effluent would be routed back to the existing outfall to maintain water rights requirements. The facility would be sized to treat 1.9 MGD to stay below the cutoff for Regulation 85 discharge requirements. The total projected cost to construct the new Evans WWTF is approximately \$15,256,000.

FEMA funding to repair flood damage can be applied to an alternate project if the City decides to select Option 4 in lieu of repairing the Evans WWTF at the current location. However, the percentage of reimbursement available drops from 75 percent of project cost to 67.5 percent. Reimbursement from the State of Colorado remains at 12.5 percent. **The total cost to the City of Evans for this option is approximately \$7,664,000.** To cover the required City funding and to meet the requirements for general operation and maintenance, the sewer rate would need to be increased from the current value of \$11.15/month to a new rate of \$25 by the year 2020. Advantages and disadvantages for this alternative are provided below.

Advantages

- New treatment facilities
- Fully mitigates risk of flooding
- Evans WWTF rated capacity stays below 2 MGD threshold for Regulation 85 discharge requirements – less complicated treatment
- No water right impact

Disadvantages

- More expensive than Option 1
- Evans will still operate two WWTFs
- No guarantee of additional funding for improvements

Table 3 – Option 4 Costs

Rebuild in New Location

| Item Description | Total Estimated Project Cost | FEMA Reimbursement (90% of 75% of project cost = 67.5% of project cost) ⁽³⁾ | State of Colorado Reimbursement (12.5% of project cost) ⁽³⁾ | Cost Responsible by City |
|---|--|--|--|---|
| Replacement Costs for Facilities Damaged by Flood | \$0 ⁽¹⁾ | \$3,211,000 | \$595,000 | \$951,000 |
| Mitigate 500 Year Flood Plain (Applied as Mitigation from Evans WWTF) | \$0 ⁽²⁾ | \$3,211,000 | \$595,000 | \$951,000 |
| Rebuild Evans WWTF in New Location | \$15,256,000 | \$0 | \$0 | \$22,332,000 |
| | Total Option 4 Cost: \$15,256,000 | FEMA Reimbursement: \$6,422,000 | State Reimbursement: \$1,190,000 | Total Cost to Evans: \$7,644,000 |

(1) Evans WWTF will not be replaced so the \$4,757,000 cost isn't applied to the project. FEMA funding will be used toward rebuilding Evans WWTF in new location.

(2) Evans WWTF will not be replaced so the \$4,757,000 mitigation cost isn't applied to the project. FEMA funding will be used toward rebuilding Evans WWTF in new location.

(3) Based on the replacement cost of \$4,757,000 and an equivalent mitigation cost of \$4,757,000

Additional Option: Form Special Sanitation District

Many other wastewater treatment providers in Colorado are special districts. This gives them the ability to collect funding for necessary capital improvement projects and maintenance of existing infrastructure through a tax base.

A special district is also able to change wastewater collection and treatment fees without the approval of elected officials. The City of Evans may consider forming a special sanitation district to increase the available revenue base and to allow more flexibility with regard to the timing and funding of needed improvements within the system.

Funding Challenges

FEMA is of great assistance to the City to allow for the repair of damage caused by the flooding events of September 2013. However, coming up with the funds needed to repair the WWTF and mitigate the flood issues, in addition to the costs needed to install necessary upgrades and increase capacity create a challenge for the City.

The funding (grants and revenues) for which the City qualifies that might be available for the WWTP include:

| Agency | Program Name | Application Deadlines | Max. Award | Matching Percentage | Additional Info. |
|---|---|--|---|----------------------------------|---|
| FEDERAL | | | | | |
| FEMA PA | Public Assistance | PW | 75% total damages | 75 FEMA 12.5 CO 12.5 Evans | won't cover costs for mitigation or upgrades |
| FEMA HMGP | 404 Hazard Mitigation Program | NOI submitted | 75% total mitigation | 75 FEMA 12.5 CO 12.5 Evans | won't cover cost of damages or upgrades |
| EDA Economic Development Admin. (EDA) | EDA Disaster Relief Funding | Anytime | \$1-\$2m max. (verbal) | no match % req. | contingent on federal appropriation, \$10m total for Region 8, for bridging gap in funding (i.e. last money in) |
| STAG State & Tribal Assistance Grants | Congressionally Requested Project | Jan. 1 - US Congress delegates | Grants \$500k and up | 55/45 | SRLF loan can be used for 45% match, may take several annual requests to acquire funding |
| STATE | | | | | |
| CDPHE WQCD & CO Water Resources & Power Development Authority | Water Pollution Control State Revolving Loan Fund (SRLF) & State WWTP Grant Program | Feb. 15 for June or Oct. 15 for Dec. Authority Bd mtg. | \$2m max for Direct Loans, No Max for Leveraged | NA | Loan term 20 yrs., Direct Loans 2% interest, Indirect loans currently 2.5%, Disadvantaged communities 1%, Disad. MHI 61-80% of state MHI, May be eligible for grant |

| | | | | | |
|-----------------------------|------------------------------------|--------------------|-------------------------------------|-----------------------------------|---|
| | | | Loans | | |
| DOLA EIAF | Energy & Mineral Impact Assistance | 12/1, 4/1, 8/1 | Tier 1 \$200k Tier 2 \$200k-\$2m | 50% min. local match | Grants with higher match % are more competitive |
| DOLA Dept. Of Local Affairs | CDBG - Non-Entitlement | 12/1, 4/1 | \$400k | 75/25 | |
| DOLA Dept. Of Local Affairs | CDBG DR - Disaster Recovery | TBA, April or May? | Max 12.5% of total project | 75 FEMA 1.5 CO 12.5 CDBG DR | Must meet a national objective: a. 50% of grant must benefit low/mod income HH's. b. eliminate or prevent slums/blight. c. Urgent need. |
| FEES | | | | | |
| | Development (Tap) Fees | | | | Every grant or loan will expect the City to have appropriately raised development fees. |
| | User Fees (Base and Variable) | | | | Every grant or loan will expect the City to have appropriately raised user fees. |

Benefits and Measureable Outcomes

The City does not have the choice to ignore needed repairs at the Evans WWTF to restore pre-flood conditions and necessary improvements to meet capacity requirements and water quality regulations. Wastewater collection and treatment is a fundamental need of the City of Evans. Some benefits of ALL of the options include

- The ability for the Evans WWTF to meet water quality regulations and provide adequate service that protects public health and the environment.
- The City cannot go without a safe and reliable wastewater treatment facility. Additionally, water quality is regulated by CDPHE.
- The City will be issued fines for any permit violations, and that can be avoided.
- Mitigation of the flood plain at the Evans WWTF will reduce the risk of future damage due to a flooding event.

Conclusion and Summary

The City of Evans (City) Wastewater Treatment Facility (WWTF) was severely damaged by the flooding resulting

from the September 11, 2013 storm event. Additionally, the Evans WWTF is currently operating at 95 percent of its rated capacity and cannot consistently meet water quality regulations. The facility requires increased capacity and improvements to the biological treatment system and the disinfection system to reliably meet water quality regulations required by CDPHE. Mitigation from future flood events is critical to the long term functionality of the plant.

The total capital costs are estimated as follows:

- **Option 1 – The total cost to the City to repair flood damage and make needed upgrades at the existing facility is estimated to be approximately \$5,871,000.**
- **Option 2 – The total cost to the City to combine treatment facilities at the Hill-n-Park WWTF is estimated to be approximately \$14,720,000.**
- **Option 3 – Not considered a viable option.**
- **Option 4 – The total cost to the City to rebuild a new Evans WWTF at a new location is estimated to be approximately \$7,644,000 million.**

The success of all of the options hinges on having adequate capital to fund needed projects. Even with FEMA and State financial assistance, the City will have to come up with a large sum of capital to fund the needed projects. The City may consider forming a special district for the wastewater service department to increase the available revenue base and to allow for more flexibility with regard to the timing and funding of needed improvements within the system. Additionally, the City will need to increase user fees and development fees to help address the problems.

Next Steps

The City Council will need to determine which Option is the most viable for the City at this time given funding resources, timing, and additional constraints on revenue. Staff will take direction from the City Council regarding which options needs to have that research completed.

Attachment A

Repairs Required as a Result of Flooding

Descriptions of the damage and specific repairs to the Evans WWTF that are needed as a result of the flooding are broken out by areas within the facility. The areas include the following: Headworks, Staff Support Buildings, Lagoons, Non-Potable Water System and the Disinfection System.

Headworks

The mixture of raw wastewater and flood water rose to 4 feet in the pump and screen room. Sludge and mud collected on the floor of the room as the water drained from the building. The sludge and mud mixture settled in floor slab openings (i.e. floor drains, screen chamber, pumps' wetwell). The floodwater also rose high enough around the exterior of the headworks building to inundate outdoor unit process and electrical equipment. Approximately 4 to 6 inches of mud and sediments settled on the north side of the building in front of and inside of the grit removal chamber. The flood took out power at the headworks building.

Indoor equipment (presumed damaged) by inundation of floodwater/wastewater overflow:

- Hazmat cleanup of headworks building: floors, wetwells, drains, HVAC, equipment, and other
- Demo and replace three Gorman Rupp pumps (10" discharge, 40 hp) with new motors
- Demo and replace three Alliance Electric pump motors (1775 rpm) with new motors
- Demo and replace three 10-inch check valves
- Demo and replace three 10-inch plug valves
- Demo and replace two right angle gear drives for two 5'-0" x 5'-0" slide gates
- Remove and replace heat tracing wire on exposed exterior 4-inch grit piping
- Test and repair/replace electrical connections as needed
- Test and repair or demo and replace Lakeside ¼" fine screen
- Demo and replace fine screen equipment drive motor
- Test and repair or demo and replace Goodman/Smith & Loveless hydrodegitter/conveyor
- Demo and replace hydrodegitter/conveyor equipment drive
- Demo and replace MCC in Control Room
- Demo and replace Alarm Panel in Control Room
- Demo and replace Control panels in Control Room
- Install programming of new MCC, alarm, and control panels
- Test/repair or replace analytical refrigerated composite sampler

Outdoor equipment (presumed damaged) by inundation of floodwater:

- Hazmat cleanup/debris removal at north side of building
- Test and repair or demo and replace 30-inch knife gate valve actuators
- Replace Smith & Loveless Grit Chamber Control Panels (2)
- Replace Smith & Loveless Grit Chamber propeller drive motor
- Replace Ultrasonic flowmeter (missing)
- Clean out Parshall flume channel and flume
- Demo and replace backup generator
- Demo and replace exterior control room junction box
- Demo and replace sidewalks as needed

Staff Support Buildings

Floodwater entered the staff support, storage, and garage buildings. It is probable that the water that entered the buildings contained partially treated wastewater from the lagoons. The mixture of raw wastewater and flood water rose to 10 to 14 inches above the floor in the staff support, storage, and garage buildings. Sludge and mud collected on the floor of the buildings. The sludge and mud mixture settled on the carpeted, cement, and tiled floors throughout the buildings. Staff support equipment (i.e. printer/copier, refrigerators, clothes dryer, computers, desks, etc.) were inundated by the flood water. Sediments settled inside of drawers in the lab room and staff support offices; thus damaging and destroying existing lab records, procedures, and operation manuals. Black mold was observed to be growing on the walls in various rooms of the staff support buildings. Significant erosion of base coarse for sidewalks, paved driveway, haul roads, and landscaping was observed.

Indoor equipment (presumed damaged) by inundation of floodwater/wastewater overflow:

- Hazmat cleanup of buildings: floors, wetwells, drains, HVAC, equipment, and other
- Gut buildings to studs (demo and replace sheet rock, insulation, laminate, ceiling tiling, etc.)
- Remove and replace appliances
 - Lab and staff refrigerators
 - Clothes washer and dryer
 - Dishwasher
 - Furnace
- Demo and replace building electrical wiring
- Demo and replace carpet, baseboards, tiling, and laminate
- Replace window sills in support staff offices and laboratory
- Demo and replace breaker panel
- Demo and replace or clean (HAZMAT) and repair HVAC ventilation systems, tools, and lab equipment
- Repair or replace mowers, loaders, portable heaters, etc.
- HAZMAT clean showers and lockers or replace if needed

Outdoor equipment (presumed damaged) by inundation of floodwater:

- Demo concrete paved driveway, sidewalks and replace
- Remove and replace existing base coarse for paved surfaces
- Replace paved surfaces
- Replace and compact eroded soils and landscaping
- Replace irrigation control boxes
- Replace outdoor electrical panels
- Replace backhoe
- Replace yard laydown/racks inventory

Lagoons

Floodwater entered the lagoons and the lagoons spilled over into adjacent ditches and surrounding land. Erosion of portions of the lagoon embankment occurred. Mooring posts and disconnect switches were structurally

compromised (i.e. concrete foundations). Several junction boxes (j-box's) tied to the lagoon equipment was submerged. The control panel room, or control shed, for the aerators and aspirators between lagoons 1 and 2 was inundated by flood waters. During the course of the flood, power and control to aerators 1 and 6 were lost. Exel Energy was able to restore power to the aerators on Saturday, September 14th as an emergency control measure. However, the control signal to aerators 1 and 6 is still lost.

A significant amount of debris collected in the lagoons including tires, furniture, clothing, and other miscellaneous items. Special vegetation critical to operation of the polishing pond was washed out. Significant erosion of the haul roads, adjacent ditches located on the east and west sides of the lagoons occurred. The security fence and gates around the property was destroyed by the flooding. Valves that allow passage of water between lagoons and their associated piping may have shifted in the embankment due to significant erosion.

As an emergency control measure, the city installed temporary bypass pumping to convey raw wastewater to lagoon 1. The raw wastewater is not screened. Significant amounts of sediment, debris, trash and grit may collect in the bottom of the lagoons and along the embankments.

The grinder pump wetwell, located near lagoon 1, was filled with sediment and water. The grinder pump is no longer functional and requires replacement.

- Significant erosion of lagoon embankment
- Loss of tension in cables that anchor aerator and aspirators in place
- Demo/Replace or repair the electrical associated with the aerators and aspirators including the wiring and the disconnect switches
- Replace control panels in control building
- Remove debris from lagoons
- Dredge lagoons and inspect liner
- Demo and replace or patch liner where required
- Inspect aerators and aspirator equipment for damage, repair or replace as necessary
- Replace haul road base coarse, grade haul roads, import fill as needed to replace eroded soils
- Perform geotechnical inspection of lagoon embankments
- Restore landscaping to city code requirements
- Demo and replace destroyed security fence and electric gates
- Demo and replace grinder pump

Non-Potable Water System

Floodwater overtook the non-potable water (NPW) pumping station. The pumping station consisted of a submersible pump mounted on a skid. The skid was mounted on a concrete slab. The skid was moved by the floodwaters from its location on the concrete pad. Associated ball and check valves, flowmeters, and pressure indicators were permanently damaged by inundation by the floodwater. Weather proof cover enclosure was carried away by the floodwaters to the north side of the plant.

- Replacement of the pump skid w/ weather proof enclosure
- Replacement of the concrete pad
- Replacement of electrical connections

Disinfection System

Floodwater rushed past and through the existing disinfection building. The building is a block building with no secondary containment. The ventilation system fan was inundated by the floodwater and is presumed non-functional. Floor heater and electrical conduits that run along the floor of the building were submerged by the floodwaters.

The outdoor disinfection contact plug flow chamber filled with water and debris. The serpentine flow chamber must be cleaned out and restored back to normal service.

- Replacement of floor heater
- Replacement of ventilation fan
- Power wash block walls and floor
- Replace building electrical connections

Upgrades Required to Provide Adequate Capacity and Meet Water Quality Regulations

In addition to the necessary repairs due to flood damage, the existing Evans WWTF is currently above 95 percent of rated capacity and cannot meet the required water quality regulations for ammonia and nitrate. Improvements to the facility disinfection system are also needed. Necessary upgrades and increased capacity have been split into two phases. Phase 1 includes the upgrades required to meet current water quality regulations. Phase 2 includes additional work that would be needed to meet future water quality regulations. Phase 2 would be implemented at a later date and is not included in the costs presented. Phase 1 work includes improvements to the biological system and to the disinfection system.

Biological system upgrades include the following:

- Existing Polishing Pond will be dewatered, dredged, excavated and lined with a geomembrane liner.
- A portion of Aeration Lagoon No. 2 will be filled in and a new biological treatment system (MMB) would be constructed.
- The Polishing Pond will be used as the secondary clarifier to remove solids prior to disinfection.
- A new blower building and air distribution header would be constructed to provide the required air to treatment system.
- Convert either Aeration Lagoon No. 1 and the remaining area of Aeration Lagoon No. 2 to sludge storage and stabilization lagoon. Line lagoon with geomembrane liner and relocate unused existing surface aerators to lagoon or convert to a facultative lagoon.
- Replace standby generator with larger unit.
- Construct parallel outfall to allow for passage of the peak hour flow.

Disinfection system upgrades consist of the following:

- Construct two parallel UV channels in the existing chlorine contact channel.
- Provide level control facilities, lamp removal hoists and monorails, and lamp cleaning systems.
- A portion of the existing chlorine storage room will be used for UV lamp maintenance and cleaning purposes, and for installation of the UV electrical service equipment.
- A building will be constructed over the UV channels to provide for weather protection and equipment maintenance.

Attachment C

City of Evans, Colorado

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into this __ day of _____, 2014, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and _____ (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 services 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 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 INSTRUMENTS OF SERVICE

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant \$xx per hour. 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 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 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 timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. 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 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 written notification 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 SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services 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 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 merit 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, as required by law.

B. The services 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 services 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 services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. 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. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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 shall defend, indemnify and hold harmless the City, its mayor and City council, 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 sub-consultants, 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 mayor and City council, its officers, agents and employees from damages to the extent caused by the negligence of the City's mayor and City council, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the City, its mayor and City council, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent or intentional acts, errors or omissions of the Consultant, its employees, sub-consultants, 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 mayor or City council, or any of its officials, officers, directors, agents and employees.

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

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, 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, Indemnification, 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 sub-consultant of Consultant to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the City. All coverage's shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, 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 services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, 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 One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insured's. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, 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.

5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverage's, 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. The certificate shall identify this Agreement and shall provide that the coverage's afforded under the policies shall not be cancelled or terminated 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 Evans
1100 37th Street
Evans, Colorado 80620-2036
Attn: Risk Manager

6. Failure on the part of Consultant to procure or maintain policies providing the required coverage's, 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.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. 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. NONASSIGNABILITY

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 services in Section I are 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 services 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 Weld, State of Colorado.

XV. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services 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.

B. **Disclosure: Consultant is not entitled to workers' compensation benefits and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.**

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 obligations of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibit A 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. 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 Evans
Attn: Aden Hogan, City Manager
1100 37th Street
Evans, Colorado 80620-2036

Consultant:

XIX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

CITY OF EVANS, COLORADO

By: _____

Aden Hogan, City Manager

THE FOREGOING instrument was subscribed and sworn to before me this ____ day of _____, 2014 by Aden Hogan. Witness my hand and official seal.

Notary Public

SEAL

My Commission Expires: _____

CONSULTANT

By: _____

Title: _____

THE FOREGOING instrument was subscribed and sworn to before me this ____ day of _____, 2014 by _____. Witness my hand and official seal.

Notary Public

SEAL

My Commission Expires: _____