

**SUBJECT: APPROVAL OF CONTRACT BETWEEN THE CITY OF
LOUISVILLE AND KIMLEY-HORN AND ASSOCIATES FOR THE
SID COPLAND WATER TREATMENT PLANT RESIDUAL
MANAGEMENT DESIGN**

DATE: MAY 21, 2024

PRESENTED BY: KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR

SUMMARY:

Staff recommends the approval of the engineering design contract with Kimley-Horn and Associates in the amount of \$204,000 along with a 10% owner contingency of \$20,000 for the Sid Copeland Water Treatment Plant (SCWTP) Residual Management 30% design.

Residuals from the treatment process are currently discharged to the sewer to be handled by the wastewater treatment plant or recycled to the Louisville Reservoir and blended with raw water. Tightening regulations require improvements of this process with new infrastructure to remove a portion of the residuals. Staff issued an RFP in 2023 for engineering services including design, permitting, and construction phase services.

Four proposals were received with the following bid prices:

Engineer	Feasibility Study	Design/CM	Total
JVA	\$27,600	\$327,400	\$355,000
Kimley-Horn	\$50,930	\$385,589	\$436,519
Conсор	\$44,140	\$583,786	\$627,926
Hazen and Sawyer	\$58,490	\$602,738	\$661,228

Interviews were conducted with the determination that Kimley-Horn was the strongest team overall and the best fit for this project. The initial award included the feasibility study, preliminary design, and a pilot test of equipment. Study results suggest a mechanical dewatering process with a belt filter press as the most efficient and cost-effective equipment for residual management.

For the project to continue, staff recommends proceeding with the 30% design phase with Kimley-Horn along with Construction-Manager-At-Risk (CMAR) bidding with the outlined schedule below:

SUBJECT: SCWTP RESIDUAL MANAGEMENT 30% DESIGN**DATE: MAY 21 2024****PAGE 2 OF 3**

Project Phase	Estimated Completion
30% Design and CMAR RFP Development (This communication)	Q2 2024
Contractor RFP Solicitation and Selection	Q4 2024
30-100% Final Design and Equipment Selection	Q2 2025
Pre-purchasing Equipment	Q3 2025
Award Construction and CM Services	Q3 2025
Complete Construction	Q3 2026

Bids have also recently been received for the SCWTP administrative building architectural services. Given the large scale of both projects there are potential advantages to utilize a single CMAR contractor. Approval for the design of the administrative building is planned for a June Council meeting.

FISCAL IMPACT:

Current costs are outlined as follows:

Solids Residual Management Total Budget (501499-660295) FY2023/2024:	\$6,000,000
Feasibility Study	\$98,832
Belt Filter Press Pilot Test	\$29,052
30% Design Contract	\$(204,000)
30% Design Contract Contingency	(\$20,000)
<i>Remaining Balance for Final Design & Construction</i>	<i>\$5,648,116</i>

PROGRAM/SUB-PROGRAM IMPACT:

Consistently provide safe and effectively treated water and wastewater, routinely testing quality for compliance with State and Federal Standards. Operate and maintain facilities efficiently, allowing reasonable and equitable rates while maintaining optimal quality. Produce high quality water services for City residents including consistent water treatment. This project will ensure continued reliable water treatment.

RECOMMENDATION:

Staff recommends the approval of the engineering design contract with Kimley-Horn and Associates in the amount of \$204,000, authorize staff to execute change orders up to \$20,000 for additional work and project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENTS:

1. Kimley-Horn & Associates Design Contract Agreement

CITY COUNCIL COMMUNICATION

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND KIMLEY-HORN AND ASSOCIATES, INC
FOR CONSULTING SERVICES**

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this **21st** day of **May 2024** (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and **Kimley-Horn and Associates, Inc.**, a **North Carolina Corporation** hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Consultant for the purpose of providing **professional engineering** services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. [Further revise as needed to reflect whether contract is hourly of flat amount]. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates **Justin Ferron** as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by **Justin Ferron** and such person's designees.
- 5.2 The Consultant designates **Joel Price** as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly **Joel Price**, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to **December 31st, 2024**, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements. Provided, however, times for performance shall be extended as necessary and Consultant shall not be deemed in breach or have any liability due to delays caused by any factor outside the reasonable control of the Consultant.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement 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. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
 - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance and automobile liability shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies

shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion 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.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City, of the Consultant's liability or fault.

The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City and is subject to the limitations in Colorado Revised Statutes Section 13-50.5-102.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City, provided City has substantially performed its obligations, including prompt payment of all sums when due to Consultant, under this Agreement. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City, except when disclosure is compelled by law, court, regulatory agency or arbitrator's order, or other form of compulsory legal process. The Consultant does not want to be contractually prohibited from doing what it is legally compelled to do.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville, Attn: Justin Ferron
749 Main Street
Louisville, Colorado 80027
Email: jferron@louisvilleco.gov
Telephone: (303) 335-4607
Fax: (303) 335-4550

If to the Consultant:

Kimley-Horn, Attn: Joel Price
11800 Ridge Parkway, Suite 200
Broomfield, Colorado 80021
Email: joel.price@kimley-horn.com
Telephone: (720) 722-9682, Cell: (970) 567-8020

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for

employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

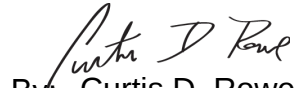
CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Christopher M. Leh, Mayor

Attest: _____
Meredyth Muth, City Clerk

CONSULTANT:

Kimley-Horn and Associates, Inc.


By: Curtis D. Rowe

Title: Senior Vice President

KHAMT

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Exhibit A – Scope of Services

February 16, 2024

Justin Ferron, P.E.
Civil Engineer III
Public Works - Utilities
City of Louisville
749 Main Street
Louisville, CO 80027

Re: Letter Agreement for Professional Services for
RFP Sid Copeland Water Treatment Plant – Residuals Management
Phase II: 30% Design and CMAR Advertisement
1955 Washington Avenue, Louisville, CO 80027

Dear Mr. Ferron:

Kimley-Horn and Associates, Inc. (Consultant) is pleased to submit this Letter Agreement (Agreement) to City of Louisville (Client) for providing 30% Design Services and Construction Manager at Risk (CMAR) Advertisement and Selection Support for the residuals management plan for the Sid Copeland Water Treatment Plant (WTP).

Project Understanding

The current residual management process at the WTP has limitations that will inhibit future plant operations. Residuals from the treatment process are currently discharged to the sewer to be handled by the WWTP or recycled to the Louisville reservoir to be blended with raw water. In previous phases of the project, Kimley-Horn has completed a feasibility evaluation and concept design for a solids handling facility to support residuals management at the plant. This feasibility evaluation resulted in a pilot study for a Belt Filter Press (BFP) that showed satisfactory results in dewatering the residuals from the pretreatment basin for the WTP. During feasibility and concept design phase a technical memorandum was completed that provides the rationale behind recommending this process over multiple options studied including drying beds, and centrifuge. The feasibility evaluation and pilot study results suggest a mechanical dewater process with a BFP has the most efficient and cost-effective equipment for residual management at the Sid Copeland Water Treatment Plant. Kimley-Horn also produced a technical memorandum summarizing the results of the pilot study and identifying a path forward on the unknowns and solutions to be identified and implemented during the design phase.

This phase of the project will be considered with sequential phases to follow in design, bidding and construction services. For the purposes of this the Agreement, the Kimley-Horn will develop a 30% design plan that will identify and recommend residuals improvements associated with the following facilities and processes at the WTP:

1. Pretreatment Improvements
2. Backwash Improvements
3. Solids Handling Improvements
4. Lower Pond Improvements

We understand that the overall usable real estate on site will be needed to account for the impacts of the residuals management processes as well as longer term plans associated with the Sid Copeland

Facilities Master Plan and City's carbon reduction plans produced by others. The intent of this phase is to incorporate the short- and long-term goals associated with these plans while accounting for the immediate needs for residuals management at the WTP.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1: 30% DESIGN

A design survey (Topographic) and geotechnical investigation (Kumar & Associates) will be performed at this phase to determine the design parameters of the site in terms of spatial, topographic, and geotechnical parameters. A majority of utility locates will be performed by the City, but Topographic will support utility locates with a limited budget. Specific services to be performed for survey and geotech are outlined in the Expense sub headers below within this task. Kimley-Horn will use the design survey and QLB locate data gathered by Topographic, and geotechnical investigation to develop the 30% level design for the proposed improvements.

The proposed improvements to be incorporated include pretreatment basin sludge collector replacement, new pretreatment basin sludge pump station, new backwash recovery tank, new mechanical solids dewatering facility (equalization tanks, sludge pumps, BFP, and dewatered solids handling), lower pond improvements (rehab, lining, intake, and pumps), associated site plan improvements, associated yard piping improvements, and associated stormwater improvements. We anticipate the following sheet set:

- Cover
- Overall Site Plan
- Overall Demolition Plan
- Overall Yard Piping Plan
- Overall Grading Plan
 - Drainage
 - Facilities Layout (Existing and Proposed)
- Process Flow Diagram
- PI&D Sheets
- Residuals/Solids Hydraulic Profile
- Pretreatment Basin Sludge Collector Plan View
- Pretreatment Basin Pump Station Plan View
- Backwash Recovery Tank Plan View
- Mechanical Solids Dewatering Facility Plan View
- Lower Pond Improvements Plan View
- Hydraulic Improvements Plan View
- E&IC Plan View
- E&IC One-Line Diagram

These improvements will review and take into consideration the developments from Sid Copeland Facilities Master Plan (Capital Improvements List) and City's carbon reduction plans produced by others. The 30% design will be used as a planning document to set the City up for procuring a

Contractor for CMAR Preconstruction Service and ultimately construction.

Engineer's Opinion of Probably Construction Cost (EOPCC)

Kimley-Horn will further develop the cost estimates prepared as part of the feasibility evaluation and concept design and prepare a 30% EOPCC for the 30% design to be reviewed by the City and project stakeholders. Consultant will use readily available software and recent bid tabs to develop EOPCC. The 30% EOPCC will be used to support the CMAR procurement and City's budgeting efforts for the project.

Technical Specifications

For the 30% effort Kimley-Horn will prepare a project specification list to support the 30% design.

Expense – Browns Hill Engineering & Controls

Kimley-Horn project team will include the E&IC subconsultant to support the 30% Design portion of the project. Browns Hill will attend the 30% kickoff meeting, field visits to assess and confirm existing and future demands, and one of the project workshops in support of developing EI&C improvements and estimates for the 30% Design.

Expense – Topographic

Kimley-Horn project team will include the survey subconsultant to support the full design portion of the project. This survey data will support the 30% and all future design phases. Private locates are included as part of this effort.

Expense – Kumar & Associates

Kimley-Horn project team will include Kumar and Associates to perform the geotechnical investigations necessary for the proposed construction improvements.

TASK 2: PRELIMINARY ENGINEERING REPORT (PER)

Kimley-Horn will develop a PER to support the 30% design effort. The PER will further the findings of the pilot study efforts as it relates to the impacted and decisions on the 30% design. This PER will summarize the decisions made during the 30% design effort and detail out the calculations and design criteria that were utilized for the 30% design. The report will include narratives on the 30% design for each improvement area, and a summary of the structural, electrical, mechanical, and instrumentation implications for the proposed improvements. The structural portion of the PER will describe structural design criteria, design loads, anticipated building material properties, and basic structural description of the anticipated new design components. The deliverables will include a report with corresponding calculations, equipment list, vendor proposals, figures, 30% design drawing (Task 1), and 30% EOPCC. This report will be the foundation of the Basis of Design Report that will be completed during the future 60% design phase and support the future CDPHE submittal tasks.

TASK 3: CMAR RFP, ADVERTISEMENT, AND SELECTION

Kimley-Horn will assist the City in developing an RFP for CMAR and support the selection process. This will include the 30% design documents, draft CMAR EJCDC front end documents, CMAR Fee bid item list, and 30% EOPCC. We will support the selection process by reviewing all respondent RFP's, Scoring RFP's, and participating in interview process if necessary.

Kimley-Horn will support the City in developing EJCDC CMAR front end specs and contract documents.

Kimley-Horn will provide the City with EJCDC CMAR front end documents and provide and commentary or requested revisions on supplementary conditions were required.

TASK 4: TEAM MEETINGS AND CDPHE COORDINATION

Kimley-Horn will lead and support the 30% design phase through various meetings and coordination with the City and CDPHE. Anticipated meetings for the 30% design phase outlined below.

- 30% Design Kick-Off
- Bi-weekly Meetings through 30% design (5 total)
- 30% Review Meeting with City
- CDPHE Virtual Meeting (2)

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. As the project progresses, Kimley-Horn will develop additional design scope and fees to support the following future phases of the project:

- 60% Kickoff - Post 30% Review Meeting (Design, Risk, Value Engineering Review) with CMAR
- 60% Design and CMAR Coordination
- Basis of Design Report
- CDPHE Design Review Submittal
- 90% Design
- 100% Design
- Construction Administration Support.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. Kimley-Horn anticipated the following information to be provided by the Client during the project:

- Construction as-builts
- Electronic base files
- Water quality data (Source Water and Treated Water)
- SCADA Data
- Power bills
- Filter production data
- Recycled backwash pump curves and performance
- Facilities Master Plan (Capital Improvement List) by others for the facility
- Carbon reductions plan by others for the facility
- Existing geotech reports, data

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the mutually agreed upon schedule.

Fee and Expenses

See Exhibit B

Kimley-Horn will perform the Services in Tasks 1- 4 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client.

Closure

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:



Printed Name: Joel Price

EXHIBIT B

Total Contract Price Not-To-Exceed \$204,000

Exhibit B - Kimley Horn Fee Estimate								
Project Name: Louisville SCWTP 30% Design & CMAR Selection			Client:		City of Louisville		2/16/2024	
	Kimley-Horn Staff (hours)						Hours and Labor	
Task name	Analyst 1 Megan Doty	Analyst 3 Rachael Rodgers	Engineer Andrew Dixon	HVAC/STRUCT	Sr. Engineer II Joel Price	Sr. Engineer IV Doug Eckmann	Total Hours	Labor Sub-Total
Task 1 - 30% Design								
30% Plan Set - Draft	84	72	48	8	32	4	248	\$ 47,440.00
30% Plan Set - Final - For CMAR Advertisement	40	16	16	4	8	1	85	\$ 15,695.00
Facilities Master Plan Coordination	8	8	4	4	2		26	\$ 4,910.00
30% Engineer's Opinion of Probable Cost	12	12	4	8	4	1	41	\$ 7,915.00
30% Technical Spec List	4	4	1	4	1		14	\$ 2,665.00
Task 1 Total								\$ 78,625.00
Task 2 - Preliminary Engineering Report								
Preliminary Engineering Report	48	32	24	36	12	4	156	\$ 30,200.00
Task 2 Total								\$ 30,200.00
Task 3 - CMAR RFP, Advertisement & Selection Support								
Draft CMAR EJCDC Front End Specs Support	12	12	12		4		40	\$ 7,620.00
CMAR Fee Bid Items	4	4	2		1		11	\$ 2,035.00
CMAR Proposal Review and Selection Support		4	8		8	2	22	\$ 5,050.00
Task 3 Total								\$ 14,705.00
Task 4 - Team Meetings and CDPHE Coordination								
30% Design Kick Off	4	4	4		4		16	\$ 3,220.00
Bi-Weekly Meetings (5 total)	12	12	10		10	4	48	\$ 9,910.00
30% Review Submittal Meeting	4	4	4		4	2	18	\$ 3,810.00
CDPHE Virtual Meeting	2	2	2		1		7	\$ 1,355.00
Task 4 Total								\$ 18,295.00
Total Hours =	234	186	139	64	91	18	732	\$ 141,825
Labor								
	\$ 155.00	\$ 185.00	\$ 210.00	\$ 210.00	\$ 255.00	\$ 295.00		
Labor Effort per category	\$ 36,270	\$ 34,410	\$ 29,190	\$ 13,440	\$ 23,205	\$ 5,310		
Expenses and Subconsultant Fees								
Reimbursable Expenses	\$ 500							
EI&C (Browns Hill - Estimate)	\$ 27,500			Labor Cost = \$ 141,825				
Survey (Topographic)	\$ 27,478			Expenses = \$ 62,078				
Geotech (Kumar - Estimate)	\$ 6,600			TOTAL COST = \$ 203,903				