City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MSP-W

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: May 3, 2017

SUBJECT: Wastewater Treatment Facility Plan
- Engineering Agreement

An Engineering Agreement for services required to complete a Wastewater Treatment Facility Plan has been requested and received from Veenstra & Kimm, Inc. The Scope of Services detailed in the Agreement results in the preparation of final reports as follows:

Copper Compliance Strategy
Disinfection and Dissolved Oxygen Facility Plan
Nutrient Reduction Strategy Report

The fees for services included in the Agreement are hourly plus expenses with a not to exceed amount of $32,500.00.

A summary of the NPDES Permit compliance schedule and status is as follows:

Description	Compliance Schedule	Status
DO/Disinfection: Self-Assessment Matrix and Work Record Request	01-01-17	Complete
Copper: Compliance Strategy	05-01-17	Complete
DO/Disinfection: Facility Plan	10-01-17	Agreement
DO/Disinfection: Progress Report	04-01-18	Agreement
Copper: Progress Report	05-01-18	Agreement
DO/Disinfection: Plans & Specifications	09-01-18	
Nutrient Reduction: Feasibility Report	11-01-18	Agreement
DO/Disinfection: Construction Contract	11-01-18	
Copper: Progress Report	05-01-19	
DO/Disinfection: Progress Report	07-01-19	
DO/Disinfection: Complete Construction	03-01-20	
DO/Disinfection: Compliance	04-01-20	
Copper: Progress Report	05-01-20	
Copper: Progress Report	05-01-21	
Copper: Compliance	10-01-21	

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution approving the Engineering Agreement with Veenstra & Kimm, Inc. for professional engineering services for the Wastewater Treatment Facility Plan.

RMK:ds

attachments (2)

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ENGINEERING AGREEMENT WITH VEENSTRA & KIMM, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT FACILITY PLAN.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be approved by the City Council; and,

WHEREAS, an Engineering Agreement with Veenstra & Kimm, Inc. has been prepared for professional engineering services for the Wastewater Treatment Facility Plan; and,

WHEREAS, it is determined that the approval of the Agreement is in the best interest of the City of Carroll, Iowa.

NOW, THEREFORE, BE IT RESOLVED that the Engineering Agreement with Veenstra & Kimm, Inc. for professional engineering services for the Wastewater Treatment Facility Plan is approved and that the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City of Carroll.

Passed and approved by the Carroll City Council this 8th day of May, 2017.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

ENGINEERING AGREEMENT

CARROLL, IOWA
WASTEWATER TREATMENT FACILITY PLAN
PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the **CITY OF CARROLL, IOWA**, hereinafter referred to as **City** or **Owner,** party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City of Carroll owns and operates a wastewater treatment system to provide wastewater treatment, and

WHEREAS, the Iowa Department of Natural Resources has issued a National Pollutant Discharge Elimination System (NPDES) permit at the wastewater treatment facility.

WHEREAS, the permit contains a compliance schedule for meeting new disinfection and dissolved oxygen limits by April 1, 2020, a compliance schedule for meeting new copper limits by October 1, 2021, and the submittal of a Nutrient Reduction Report by November 1, 2018, and

WHEREAS, the City desires to retain the services of the Engineers to complete a facility plan study of the wastewater treatment facility to meet the proposed effluent limitations with said facility plan evaluating the existing wastewater treatment facility and alternatives to upgrade the wastewater treatment facility, with said study hereinafter referred to as the **Wastewater Treatment Facility Plan** or **Project**, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

1. **SCOPE OF SERVICES.** The scope of services for the Wastewater Treatment Facility Plan shall include, but not necessarily be limited to, the following:

    a. Review of the performance of the wastewater treatment facility for the past five years in regards to handling and treating flows and loadings as it relates to disinfection, dissolved oxygen, total nitrogen, total phosphorous and copper.

    b. Identify improvements for disinfection at the existing wastewater treatment facility to meet future regulatory requirements using ultraviolet light disinfection.

c. Identify improvements for total nitrogen and phosphorous removal at the existing wastewater treatment facility to meet future regulatory requirements.

d. Facilitate determining the source of copper in the influent to the wastewater treatment facility.

e. Prepare estimates of cost for proposed improvements.

f. Prepare a draft facility plan setting forth the results of the evaluation for disinfection and dissolved oxygen. The draft facility plan will follow the guidelines for facility plans prepared by the Iowa Department of Natural Resources.

g. Prepare a draft compliance strategy plan describing the steps to comply with the wastewater treatment facility final effluent limits for copper.

h. Prepare a draft nutrient reduction strategy plan for meeting a total nitrogen annual limit of 10 mg/l and a total phosphorous annual limit of 1 mg/l in the wastewater treatment facility effluent.

i. Review the draft plans with representatives of the City of Carroll.

j. Incorporate necessary modifications to the draft plans.

k. Prepare and present final reports.

l. Transmit final reports to the Iowa Department of Natural Resources. Final reports will be transmitted to the Iowa Department of Natural Resources pursuant to the NPDES permit as follows:

1) Copper Compliance Strategy	May 1, 2017
2) Disinfection and Dissolved Oxygen Facility Plan	October 1, 2017
3) Nutrient Reduction Strategy Report	November 1, 2018

2. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

3. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis:

General Liability *	$1,000,000/2,000,000
Automobile Liability	$1,000,000
Excess Liability (Umbrella)*	$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	$1,000,000
Professional Liability**,***	$2,000,000/2,000,000

* Occurrence/Aggregate.
** The Owner is not to be named as an additional insured.
*** Claims made basis.

4. **TERMINATION.** Should the City abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.

5. **RESPONSIBILITIES OF CITY.** It is understood and agreed the City will provide assistance in the evaluation and analysis, including making available to the Engineers all relevant information on the municipal wastewater treatment facility.

6. **SERVICES NOT INCLUDED.** Services under this Agreement shall not include the following:

   a. Preparation of any working drawings or contract documents, preparation of plans and specifications, or the taking of bids for any project conceived in this report.

   b. Services associated with any litigation or claims resolution resulting from the final adoption of the report by the City. Any additional services as the result of any litigation or claims resolution shall be considered extra work.

   c. Pre-treatment agreements, negotiations with industries and determining the source of metals in the wastewater treatment facility influent.

   d. Stream studies or mixing zone studies for the wastewater treatment facility effluent.

   e. An antidegradation analysis report if required by the Iowa Department of Natural Resources.

f. Sampling, testing, programming, and analyzing data associated with the Biotic Ligand Model (BLM) if needed to develop site specific limits for copper in the wastewater effluent.

7. **REPORT DOCUMENTS**. The results of the studies will be compiled and set forth in a written report which will be presented to the City as outlined in **1. SCOPE OF SERVICES**. Three (3) copies of the draft report will be provided and ten (10) copies of the final report will be provided.

8. **COMPENSATION**. The fee for services set forth in this Agreement for the study and analysis, and preparation of the Wastewater Treatment Facility Plan shall be determined on the basis of the standard hourly fees plus expenses of the personnel of the Engineers actually engaged in the performance of the services not to exceed Thirty-two Thousand Five Hundred Dollars ($32,500). The fee for services under this Agreement shall billed and payable monthly during the course of the rendering of the services.

9. **EXTRA WORK**. The fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the City requires additional services of the Engineers in connection with the Project or changes or modifications in the Project, the Engineers shall receive additional compensation for such services. Such additional compensation shall be on the basis of compensation mutually agreed upon by the City and the Engineers prior to the performance of the extra work.

10. **ASSIGNMENT**. This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF CARROLL, IOWA

By_____
Mayor

ATTEST:

By_____

VEENSTRA & KIMM, INC.

By_____

ATTEST:

By_____

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2016)

Management I	$162.00
Management II	158.00
Process Engineer	182.00
Engineer I-A	162.00
Engineer I-B	151.00
Engineer I-C	145.00
Engineer II-A	133.00
Engineer II-B	123.00
Engineer III-A	119.00
Engineer III-B	111.00
Engineer III-C	107.00
Engineer IV	103.00
Engineer V	95.00
Engineer VI	90.00
Engineer VII	85.00
Engineer VIII	81.00
Engineer IX	75.00
Engineer X	69.00
Engineer XI	63.00
Design Technician	91.00
Planner I	102.00
Drafter I	89.00
Drafter II	77.00
Drafter III	73.00
Drafter IV	68.00
Drafter V	58.00
Drafter VI	54.00
Drafter VII	43.00
Clerical I	82.00
Clerical II	58.00
Clerical III	43.00
Clerical IV	34.00
Construction Manager	155.00
Surveyor I	96.00
Surveyor II	83.00
Technician I	80.00
Technician II	74.00
Technician III	69.00
Technician IV	64.00
Technician V	58.00
Technician VI	54.00
Technician VII	47.00
Technician VIII	42.00
Technician IX	34.00
Building Inspector I	144.00
Building Inspector II	76.00
Robotics	30.00/Hour
GPS	30.00/Hour
Leica Total Station	20.00/Hour
Total Station Robotics	15.00/Hour
Tablet	45.00/Hour
Fluoroscope	50.00/Hour
4-Wheeler	45.00/Day
Mileage	.535¢/Mile