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 MJP-W

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

DATE: June 23, 2021

SUBJECT: Wastewater Treatment Plant Rerating of Treatment Capacity Engineering Services Agreement

As directed following the Carroll County Solid Waste Management Treatment Agreement waiver request, Agreements for engineering services have been prepared for rerating of the Wastewater Treatment Plant (WWTP) treatment capacity. Veenstra & Kimm, Inc. has prepared two Agreements for consideration. One Agreement includes rerating treatment capacity for Biochemical Oxygen Demand (BOD) only. The second Agreement includes rerating treatment capacity for Biochemical Oxygen Demand, Total Suspended Solids (TSS) and Total Kjeldahl Nitrogen (TKN).

The scope of work is similar for both Agreements generally including:

- Analysis and evaluation of the WWTP historical performance for treating the wastewater constituents.
- Petitioning the Iowa Department of Natural Resources (DNR) to rerate the WWTP capacity for treating the constituents.

The Compensation and Time of Completion for each Agreement are as follows:

	BOD	BOD, TSS, TKN
Compensation, Lump Sum	$4,800.00	$8,800.00
Time of Completion		
a. Draft Report	July 31, 2021	August 31, 2021
b. Final Report	August 31, 2021	September 30, 2021
c. DNR Submittal	September 1, 2021	October 1, 2021

RECOMMENDATION: Mayor and City Council consideration of acceptance of the Veenstra & Kimm, Inc. Agreement for rerating the WWTP capacity for BOD, TSS and TKN in the amount of $8,800.00.

attachments (2)

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT OF VEENSTRA & KIMM, INC. FOR THE WASTEWATER TREATMENT PLANT RERATING OF TREATMENT CAPACITY FOR BOD.

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

WHEREAS, a Professional Engineering Services Agreement for the development of the Wastewater Treatment Plant rerating of treatment capacity for BOD has been prepared by Veenstra & Kimm, Inc.; and,

WHEREAS, the City Council has determined that the Professional Engineering Services Agreement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Engineering Services Agreement of Veenstra & Kimm, Inc. for the Wastewater Treatment Plant rerating of treatment capacity for BOD is accepted and the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 28th day of June, 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000 (WATS)

June 17, 2021

Randy Krauel
Public Works Director
City of Carroll
112 East Fifth Street
Carroll, Iowa 51401-2799

CITY OF CARROLL, IOWA
WASTEWATER TREATMENT FACILITY
RERATING OF TREATMENT CAPACITY FOR BOD, TSS, AND TKN
PROFESSIONAL ENGINEERING SERVICES

Veenstra and Kimm, Inc. is pleased to provide this proposal for professional engineering services relating to the City of Carroll's existing Wastewater Treatment Facility and its rated capacity for BOD, TSS, and TKN treatment. We have developed the following scope of services for the project.

1. **SCOPE OF PROJECT.** It is understood and agreed the Project shall consist of petitioning the Iowa Department of Natural Resources (IDNR) to rerate the City's existing Wastewater Treatment Facility's (WWTF) capacity for BOD, TSS and TKN, including an analysis and evaluation of the WWTF's historical performance for treating and removing BOD, TSS, and TKN. The scope of the Project will include, but not necessarily be limited, to the following tasks:

    a. Review and analyze five (5) to ten (10) years of historical MOR data for influent and effluent BOD/CBOD, TSS, and TKN/Ammonia-Nitrogen loadings.

    b. Compare historical data to the City's Wastewater Treatment Facility (WWTF) permitted design capacity and permitted effluent limitations for BOD/CBOD, TSS, and TKN/Ammonia-Nitrogen.

    c. Evaluate the existing WWTF's treatment capacity for BOD, TSS, and TKN based on historical data.

d. Prepare a letter report summarizing evaluation of BOD, TSS, and TKN treatment capacity for IDNR review. Submit supporting documentation and request IDNR increase the rated BOD, TSS and TKN treatment capacity for the City's existing WWTF based on findings.

2. **PROJECT DATA.** The City shall provide all available records and information which would assist the Engineers in the review of the existing WWTF treatment capacity. It is understood and agreed the Engineers shall be primarily responsible for review of historical records and any additional data.

3. **CONFERENCES.** During the course of the analysis, the Engineers will meet with City staff on a regular basis to review evaluation and recommendations of the Project.

4. **REPORT.** The Engineers shall provide an electronic copy of the preliminary draft report and of the final report.

5. **COMPENSATION.** The City of Carroll shall compensate the Engineers for its services by the payment of the Engineers' standard hourly fees, plus reimbursement of direct out-of-pocket expenses.

   a. The fee for services under this Agreement shall be a lump sum of Eight Thousand Eight Hundred Dollars ($8,800). The standard hourly fees of the Engineers are shown in attached Exhibit A.

6. **PAYMENT.** The fees for professional services as set forth in **5. COMPENSATION** shall be billed and payable monthly during the course of the performance of services under this Agreement.

7. **TIME OF COMPLETION.** The Engineers shall complete all services, through and including the preparation and presentation of the final report as follows:

   a. Draft report summarizing comments and feasibility: August 31, 2021.
   b. Final report summarizing comments and feasibility: September 30, 2021.
   c. Submit findings to IDNR for review: October 1, 2021.

   It is understood the completion date may be modified by mutual agreement.

8. **EXTRA WORK.** 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, such additional compensation shall be at the standard hourly fees for personnel of the Engineers, plus expenses for personnel engaged in the authorized extra work. The fee for such services shall be billed and payable monthly.

If you have any questions or require additional information, please contact us at 800-241-8000.

This letter may be made an agreement by affixing the proper date and signatures in the spaces below and returning one copy to us.

VEENSTRA & KIMM, INC.

Olivia Patton

Olivia Patton

0-03

Accepted this 28th day of June, 2021.

CITY OF CARROLL, IOWA

By _____
Eric P. Jensen, Mayor

ATTEST:

By _____
Laura A. Schaefer, City Clerk

EXHIBIT A
VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2021)

Management I	$186.00
Management II	180.00
Process Engineer I	203.00
Client Services I	180.00
Client Services V	70.00
Funding Specialist	110.00
Engineer I-A	186.00
Engineer I-B	176.00
Engineer I-C	167.00
Engineer I-D	160.00
Engineer II-A	152.00
Engineer II-B	143.00
Engineer III-A	134.00
Engineer III-B	128.00
Engineer III-C	125.00
Engineer IV	121.00
Engineer V	113.00
Engineer VI	106.00
Engineer VII	101.00
Engineer VIII	98.00
Engineer IX	91.00
Engineer X	83.00
Engineer XI	75.00
Engineer XII	67.00
Design Technician I	107.00
Design Technician II	96.00
Architect	114.00
Planner I	117.00
Planner II	78.00
Planner III	72.00
Drafter IA	107.00
Drafter IB	100.00
Drafter II	94.00
Drafter III	88.00
Drafter IV	79.00
Drafter V	70.00
Drafter VI	63.00
Drafter VII	56.00
Clerical I	79.00

Clerical II	70.00
Clerical III	60.00
Clerical IV	53.00
Clerical V	44.00
Construction Manager	180.00
Surveyor I	127.00
Surveyor II	112.00
Technician I	93.00
Technician II	86.00
Technician III	79.00
Technician IV	77.00
Technician V	71.00
Technician VI	65.00
Technician VII	54.00
Technician VIII	47.00
Technician IX	39.00
Building Inspector I	178.00
Building Inspector I-A	119.00
Building Inspector II	94.00
Building Inspector III	75.00

REIMBURSABLES AND EQUIPMENT RATES

Robotics	35.00
GPS	35.00
Leica Total Station	25.00
Total Station Robotics	20.00
Tablet	45.00
Fluoroscope	50.00
4-Wheeler	50.00
Drone	75.00
Mileage	IRS Rate

Exhibit C

Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CRF Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal High Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit C

Title VI/Non-Discrimination Assurances

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - - 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).