

RESOLUTION 1728

**A RESOLUTION APPROVING AN AGREEMENT WITH VEENSTRA & KIMM
INC. FOR ENGINEERING SERVICE TO PREPARE A WASTEWATER
TREATMENT FACILITY PLAN**

WHEREAS, the City received a new National Pollutant Discharge Elimination System (NPDES) permit for the wastewater treatment facility that includes a compliance schedule to update the facility to meet more stringent effluent limits; and

WHEREAS, The City is required to prepare and submit a facility plan to IDNR by December 1, 2018; and

WHEREAS, Veenstra & Kimm, Inc. has met with the City Administrator and Public Works staff to discuss preliminary details of improvements that may be required in order to meet the new limits; and

WHEREAS, An engineering services agreement has been prepared for Council consideration to engage Veenstra & Kimm, Inc. to prepare the required wastewater treatment facility plan; and

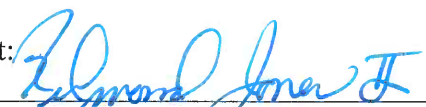
WHEREAS, Council has determined that the \$30,000 of fees for the Wastewater Facility Study and Antidegradation Analysis included in the engineering services agreement are appropriate and are reasonably related to the purpose for which such fees are charged.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch that the Engineering Service Agreement not to exceed the amount of \$30,000 to Veenstra & Kimm, Inc. of Coralville, IA is approved.

Passed and approved this 23rd day of July, 2018.



~~Roger Laughlin~~, Mayor **PRO TEM**

Attest: 

Redmond Jones II, City Administrator/Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
WASTEWATER TREATMENT FACILITY PLAN
WEST BRANCH, IOWA**

THIS AGREEMENT, made and entered into this 23RD day of July, 2018, by and between the CITY OF WEST BRANCH, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the City, or Owner, and VEENSTRA & KIMM, INC., a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the Engineers,

WITNESSETH; THAT WHEREAS, the City of West Branch currently operates an aerated lagoon wastewater treatment facility, and

WHEREAS, the Iowa Department of Natural Resources is requiring more restrictive effluent requirements for the wastewater treatment facility, and

WHEREAS, the City anticipates the need to upgrade or replace its wastewater treatment facility to meet the required effluent limitations included in the discharge permit issued by the Iowa Department of Natural Resources, and

WHEREAS, the City desires to retain the Engineers to complete a facility plan study of the wastewater treatment facility to evaluate alternatives to meet required effluent limitations, and to set forth a recommendation and schedule for improvements to the wastewater treatment facility to meet effluent limits and to provide capacity for the long term growth of the City of West Branch, with said study being referred to as Wastewater Treatment Facility Plan, or Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers to undertake the Project 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 5 years.
 - b. Review of the flows to the wastewater treatment facility for a period of at least 5 years.
 - c. Identify the effluent requirements necessary to meet effluent permit limitations.
 - d. Review of the physical capabilities of the wastewater treatment facility to provide reliable and on-going wastewater treatment and to meet current and anticipated effluent requirements.

- e. Project future loadings to the wastewater treatment facility to accommodate the current and future growth of the City of West Branch. Include an estimated value to represent West Branch Mobile Home Village flows and loadings in analysis.
 - f. Identify alternatives to meet the effluent limitations and capacity requirements of the City. The alternatives will include upgrading of the existing wastewater treatment facility and replacement of the wastewater treatment facility. The alternatives will include strategies for addressing wet weather flow, including flow equalization.
 - g. For each of the identified alternatives, evaluate its technical capability to meet the permit limitations. For each alternative, develop a projected capital and operating cost.
 - h. Develop a comparative matrix to allow for evaluation of each of the alternatives on technical, financial, and other parameters.
 - i. In consultation with the City, select a recommended alternative for wastewater treatment.
 - j. Develop a detailed cost estimate for the recommended improvements.
 - k. Develop a preliminary time line for implementation of recommended improvements.
 - l. Prepare a draft facility plan setting forth the results of the evaluation and recommendation. The draft facility plan will follow the guidelines of the Iowa Department of Natural Resources for facility plan preparation.
 - m. Review the draft facility plan with representatives of the City.
 - n. Prepare Antidegradation Analysis report following the guidelines of the Iowa Department of Natural Resources.
 - o. Incorporate appropriate modifications in the draft facility plan.
 - p. Prepare and present the final facility plan report.
 - q. Submit the final facility plan report and Antidegradation Analysis report to the Iowa Department of Natural Resources.
2. **REPORT DOCUMENTS.** The results of the study will be compiled and set forth in a written report presented to the City as outlined in 1. **SCOPE OF SERVICES.** Three (3) copies of the draft report and ten (10) copies of the final report will be provided.

3. **RESPONSIBILITY OF THE CITY.** It is understood and agreed the City will provide assistance to the Engineers including making available relevant information on the wastewater treatment facility.
4. **SERVICES NOT INCLUDED.** Services under this Agreement shall not include the preparation of any working drawings or contract documents, preparation of plans and specifications or taking of bids for any project recommended as part of this Agreement.

Work under this Agreement shall not include services for obtaining environmental clearances including archeological surveys. It is understood the Iowa Department of Natural Resources will be responsible for obtaining the necessary clearances.

Work under this Agreement shall not include services related to soil borings and geotechnical investigations involving a determination of subsurface conditions.

Work under this Agreement shall not include any services associated with litigation or claims resolution resulting from the final adoption of the report by the City. Any additional services as a result of litigation or claims resolution shall be considered Extra Work.

Work under this Agreement shall not include a rate study and the impact on sewer rates.

Work under this Agreement shall not include assistance with design, data collection or regulatory approvals of pilot studies required for new technology approval by Iowa Department of Natural Resources. Any additional services as a result of pilot studies shall be considered Extra Work.

Detailed analysis to quantify flows and loadings from West Branch Mobile Home Village are not included in the study. A separate facility plan will be required to apply for CDBG funding for the connection and configuration of the West Branch Mobile Home Village treatment facility.

5. **EXTRA WORK.** The fees under this Agreement shall cover the 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 a compensation mutually agreed to by the City and the Engineers and set forth in a written amendment to this Agreement.
6. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and heirs of the parties hereto.

7. **TERMINATION.** Should the City abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionally for the work and services performed until the date of termination.
8. **COMPENSATION.** The fee for services set forth in this Agreement for the study and analysis, and preparation of the Wastewater Treatment Facility Study shall be on an hourly basis at the standard hourly rates for personnel of the Engineers actually engaged in performance of the services. The City shall pay the following lump sum amounts as listed below. The fee for services under this Agreement shall be billed and payable monthly during the course of the rendering of the services.

Wastewater Facility Study	\$	27,500
Antidegradation Analysis	\$	2,500

9. **TIME OF COMPLETION.** NPDES Permit Compliance Schedule requires facility plan to be submitted by December 1, 2018. Preparation and presentation of the draft facility plan is anticipated by December 1, 2018. Time of completion is influenced by Iowa Department of Natural Resources review and response time.
10. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personnel 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 Worker's Compensation Act of the State of Iowa.
11. **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

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and 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 have hereunto subscribed their names on the date first written above.

CITY OF WEST BRANCH, IOWA

ATTEST:

By 
Mayor *Pro Tem*

By 
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By _____

By _____