

**City of Palmer
Action Memorandum No. 20-031**

Subject: Authorizing the City Manager to Amend the Professional Services Agreement with HDR, Inc. in an Amount Not to Exceed \$70,018.00 for Additional Engineering Services to Support the City in Consent Decree Negotiations/Coordination with the EPA/DOJ and On-Going Operations at the Palmer Wastewater Treatment Facility

Agenda of: May 12, 2020

Council Action: **Approved** **Amended:** _____
 Defeated




Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
√	Finance		_____
_____	Fire	_____	_____
_____	Police	_____	_____
√	Public Works		03/03/19

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **70,018.00**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
√	Creates expenditure in the amount of:	\$ <u>70,018.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

√	Budgeted	Line item(s): <u>02-01-50-6028 Engineering</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: 

Attachment(s):

- HDR PSA Amendment 07 Fee Proposal

Summary Statement/Background:

This PSA Amendment with HDR Engineers will take our contracted engineer support through 2020 and will have HDR provide coordination and negotiations support with DEC, EPA and DOJ for Phase II (installation of clarifiers) of the project.

The administration has submitted a consent decree amendment request to the EPA and DOJ requesting the decision for moving on to Phase II of the project be delayed until December 2023, after the city wastewater staff has had time to fine tune the MBBR and lagoon system.

HDR will play a key role in the negotiation process in helping the City achieve its desired outcome. Additionally, HDR will provide Engineering Services support to on-going operations at the Wastewater Treatment Facility to assist in achieving optimal operation of Palmer's wastewater treatment system.

Administration's Recommendation:

To approve Action Memorandum No. 19-031 authorizing the City Manager to amend the Professional Services Agreement with HDR, Inc. in an amount not to exceed \$70,018.00 for additional engineering services through 2020.



February 21, 2020

Mr. Chris Nall
Public Works Director
City of Palmer
1316A S. Bonanza Street
Palmer, Alaska 99645
Transmitted via email: cnall@palmerak.org

RE: City of Palmer Wastewater Treatment Facility Improvements - Additional Services for WWTF
EPA/DOJ Consent Decree Coordination

Dear Chris:

HDR Engineering, Inc. (HDR) is pleased to present this proposal to support the City of Palmer (COP) in negotiations with the EPA/DOJ for its Consent Decree and on-going operations for the Palmer Wastewater Treatment Facility (WWTF).

SCOPE OF SERVICES

The following is the proposed scope of services for the subject project.

Task 1 – Consent Decree Negotiation and Agency Coordination:

HDR will assist the COP with discussions and decisions necessary to address the upgraded plant performance as part of the EPA/DOJ Consent Decree and WWTF Improvements project. HDR will assist the COP in negotiations with the ADEC, EPA, and DOJ related to requirements of the Consent Decree, the upgraded plant performance, and the requirement for secondary clarifiers.

HDR's coordination may include meetings, phone/conference calls, email correspondence, technical memorandums (TMs), etc. to answer questions that the regulatory agencies may have on the plant performance and long-term operation of the facility.

Assumptions for Task 1:

- The agency negotiation services fee estimate is based on providing the services outlined above. The amount of time furnished and the cost of performing such services are estimates. The Engineer is not obligated to provide services beyond the amounts summarized in Attachment 1, nor is COP obligated to pay for such services unless such services are mutually agreed to by both parties in an amendment to this task order.

Deliverables for Task 1:

- Meeting agendas and notes (electronic file in .pdf format transmitted via e-mail).

Task 2 – Engineering Services to Support On-going WWTF Operations:

HDR will furnish the following engineering support services in preparation for and during 2020 lagoon dredging and performance review. The support services are estimated based upon the contract times set forth herein.

- 2.1 Lagoon Dredging and Ammonia Management Plan: To support COP negotiations with EPA/DOJ, HDR will work with COP staff to develop a detailed plan for managing the release of ammonia from the accumulated sludge in Lagoons 2 and 3. It is anticipated that the plan will include a detailed schedule for dredging and disposing of the solids from Lagoons 2 and 3, recommendations for operational targets and conditions to optimize nitrification in the lagoons during the summer months, and a sampling protocol to monitor ammonia and related parameters throughout the Palmer WWTF process. HDR will prepare a draft plan using a TM format. The TM (approximately 5-10 pages) will be submitted electronically as a PDF for review and comment by the COP.
- 2.2 Review Meeting: This task includes one project review meeting with COP staff. It is assumed that HDR's Anchorage-based Project Manager (Moyers) will attend the meeting on-site and all other HDR personnel will attend via teleconference. Other tasks will include:
 - Accumulation of review comments and inclusion of the comments into the final TM.
 - Preparation of a final TM (one searchable Adobe Acrobat (.pdf) document to COP) for submittal to EPA/DOJ to support Consent Decree negotiations.
- 2.3 On-call Engineering Support Services: Anticipated components of HDR on-going support services for 2020 are as follows:
 - Work with COP to finalize the testing protocol for 2020 monitoring including sampling locations, parameters to be tested, and sampling frequency.
 - Assist the COP in coordinating with the third party lab, if needed, on the requirements of the performance testing.
 - WWTF Operational Troubleshooting - This coordination includes on-site meetings, phone/conference calls, email correspondence, and TMs to answer questions from COP staff on the operation of the facility/lagoons.
 - Thompson Water On-site Training and Operations Assistance - This task includes additional on-site training and operations assistance (specifically during lagoon dredging in the spring of 2020) from Scott Thompson (Thompson Water). The on-site operations assistance trip includes one week of operations specialist time (approx. 50 hours) on site in Palmer plus travel expenses.
 - HDR will review the operational data and monitoring monthly to verify performance of the system during 2020 operations. HDR will provide a brief TM to COP for monthly review during the 2020 performance review. The TM will summarize the data collected the month prior to the report development including; flow data, 24-hour SCADA trends provided by COP, and sampling results reported from COP staff/third party lab. The monthly reports will be used/included in the 2020 Performance Review Report (Task 2.4).
 - HDR and COP will hold monthly conference calls to discuss the results of the sampling, the monthly report provided by HDR, and provide direction and assistance with changes and decisions to assist in operations.

2.4 2020 Performance Review Report: In December 2020, HDR will incorporate the results of the lagoon dredging, along with the performance data collected by COP WWTF staff over the year and present the findings in a 2020 Performance Review Report. The report will be an evaluation of the project's performance based on the results of the testing and monitoring performed on the lagoons and WWTF according to overall permit compliance (including ammonia, TSS, BOD, etc.). The COP will be able to submit the 2020 Performance Review Report to ADEC/EPA/DOJ for further Consent Decree negotiation and discussion regarding the need for Secondary clarifiers at the Palmer WWTF. It is anticipated that the 2020 Performance Review Report will follow the same format and generally provide an update to the Startup and Performance Testing Report prepared by HDR for COP in 2019.

The report will be submitted electronically as a PDF for review and comment by the COP. This task includes one project review meeting with COP staff. It is assumed that the review meeting will be accomplished via a conference call. Review comments will be accumulated and included into the final 2020 Performance Review Report.

Assumptions for Task 2:

- HDR will prepare and distribute draft and final testing protocols based on coordination and review with COP. (Task 2.1)
- Assumes the development of ten (10) monthly reports during 2020 performance review (February through November). Assumes January operations would be covered in February report and December operations would be covered in final 2020 Performance Review Report (Task 5). (Task 2.3)
- Assumes up to ten (10), 1-hour conference calls will be held during 2020 performance review. (Task 2.3)

Deliverables for Task 2:

- Draft TM (electronic file in .pdf format transmitted via e-mail) (Task 2.1)
- Final TM (electronic file in .pdf format transmitted via e-mail) (Task 2.1)
- Draft and Final Testing Protocols to be incorporated into the 2020 Performance Review Report (Task 2.4) (electronic file in .pdf format transmitted via e-mail) (Task 2.1)
- Review meeting agendas and notes (electronic file in .pdf format transmitted via e-mail) (Task 2.2)
- Performance Review Monthly Reports (electronic file in .pdf format transmitted via e-mail) (Task 2.3)
- Notes from the monthly performance review conference calls will be incorporated into the following monthly report and the 2020 Performance Review Report (Task 2.4)
- Draft 2020 Performance Review Report (electronic file in .pdf format transmitted via e-mail) (Task 2.4)
- Final 2020 Performance Review Report (electronic file in .pdf format transmitted via e-mail) (Task 2.4)

Task 3 – Project Management:

3.1 Project accounting, invoicing, scheduling, and contract administration.

3.2 Implementation and management of a QA/QC program to ensure quality work products. This program includes a detailed internal QC of all project deliverables by a technical expert who is not directly involved with this project for the benefit of outside perspective.

ADDITIONAL SERVICES

HDR shall provide other services in response to a written request for services from the COP Project Manager. HDR is not authorized to complete work on any additional service task without authorization from Palmer. If the Owner determines that additional task items will be required, HDR shall provide a scope and fee proposal to Palmer to complete the requested work.

SCHEDULE

HDR assumes that 2020 engineering support services will run from February 2020 through December 31, 2020.

FEE

HDR's total compensation for services provided pursuant to this agreement, including labor and overhead costs and expenses will not exceed \$70,018.00 without written authorization by the COP. HDR's fee estimate is included as Attachment 1.

HDR shall invoice monthly for services performed. Invoices shall itemize costs incurred for each task identified in the scope of work.

HDR appreciates the opportunity to continue to assist COP on this very important project. If you have any questions or concerns about this proposal, please contact me at ryan.moyers@hdrinc.com or 907-644-2160.

Thank you,
HDR Engineering, Inc.



J. Ryan Moyers, P.E.
Project Manager