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MEMORANDUM

WATER & RESOURCE RECOVERY FACILITY

To: Gregg Mandsager, City Administrator

CC: Nancy Lueck, Finance Director
Cinda Hilger, Secretary

From: Jon Koch, WRRF Director

Date: March 14, 2019

Re: Rerate Study Authorization

INTRODUCTION: The City has received a Task Order and Agreement for Technical Services from Strand Associates to provide treatment plant rerating services at a cost of \$20,000.00. \$20,000.00 was budgeted for this study.

BACKGROUND: The WRRF ran into an issue in 2018 when it was asked by a perspective industry if there was extra capacity for treatment at the plant. While we were confident we could handle another industry with large organic loading due to the Comprehensive Plan written in 2008 stating we had capacity for over 50,000 lbs/day of BOD, our permit only allows 25,000 lbs./day. When the plant permit was written, a lower plant capacity was written in due to possible nitrification needs. While we would not be in violation per se by taking more material in the permitted it would require us to begin plans to upgrade the plant to handle more waste. Since we just went through a major plant renovation we would not be able to afford another large plant expansion. A rerate study should allow us to prove to the DNR that the plant can handle more waste without major expansion allowing us to invite new industry to town with confidence.

RECOMMENDATION/RATIONALE: Staff recommends signing the Task Order and Agreement For Technical Services with Strand Associates for \$20,000.00 to perform a treatment plant rerate study.

BACKGROUND:

1. Task Order No. 19-01
2. Agreement For Technical Services



Task Order No. 19-01
City of Muscatine, Iowa (OWNER)
and Strand Associates, Inc.[®] (ENGINEER)
Pursuant to Agreement for Technical Services dated _____, 20__

Project Information

Project Name: Muscatine Water and Resource Recovery Facility (WRRF) Rerating and National Pollutant Discharge Elimination System Permit Application

Services Description: Provide rerating services for OWNER's WRRF.

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Submit a work record request to the Iowa Department of Natural Resources (DNR) for assignment of the review to one of its staff members.
2. Request WRRF drawings, specifications, operation and maintenance manuals, and operating data from OWNER.
3. Conduct an on-site kickoff meeting to tour the WRRF, speak with operations staff, review the project scope and plant data, and collect additional site information.
4. Assess the nominal capacity of each treatment process and pumping facility within the WRRF to provide an opinion of the hydraulic and loading capacity of the processes.
5. Assess the operational conditions based on actual plant loadings and effluent characteristics to review process efficiencies under a variety of flows and loadings.
6. Compare the individual process capacities with Iowa Administrative Code design requirements and applicable engineering standards for WRRF design.
7. Develop and submit a brief report of potential design treatment capacities for each of the unit treatment processes and pumping facilities at the WRRF based on the analyses conducted above.
8. Schedule and conduct a report review meeting using Skype or similar web-based conferencing system.
9. Incorporate review comments and edits into the report as appropriate. Submit the final report to OWNER and the Iowa DNR.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of \$20,000.

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Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of March 11, 2019. Services are scheduled for completion on July 31, 2019.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:	OWNER:
STRAND ASSOCIATES, INC.®	CITY OF MUSCATINE

_____	_____	_____	_____
Matthew S. Richards	Date	Diana L. Broderson	Date
Corporate Secretary		Mayor	
		_____	_____
		Gregg Mandsager	Date
		City Administrator	



AGREEMENT FOR TECHNICAL SERVICES

CITY OF MUSCATINE, IOWA AND STRAND ASSOCIATES, INC.[®]

This Agreement is made and entered into this _____ day of _____, 20____, between the City of Muscatine, Iowa, hereinafter referred to as OWNER, located at 215 Sycamore Street, Muscatine, Iowa 52761, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 19-01.

Service Elements Not Included

The following services are not included under this Agreement. If such services are required, they will be provided as noted in each subsequently issued task order.

1. Additional and Extended Services: Any services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional OWNER-required Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.
5. Drawings and Specifications: Final design services including drawings and specifications.
6. Flood Studies: Any services involved in performing flood and floodway studies.
7. Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
8. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances.
9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.

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10. **Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor:** The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included.
11. **Revising Designs, Drawings, Specifications, and Documents:** Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
12. **Services Furnished During Readvertisement for Bids, if Ordered by OWNER:** Any services of this type if a contract is not awarded pursuant to the original bids.
13. **Services Related to Buried Wastes and Contamination:** Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made.

The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of March 11, 2019. This Agreement will terminate two years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

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OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

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2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services.
3. If there is a modification of Iowa Department of Natural Resources requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

