

CITY OF PALMER ACTION MEMORANDUM No. 08-056

SUBJECT: Approve the Memorandum of Agreement Between the City of Palmer and the Mat-Su Borough and Direct the City Manager to Prepare a Budget Amendment to Appropriate \$50,000 to Develop a Scope of Work for a Professional Engineering Analysis of Wastewater and Septage Disposal Alternatives for the Valley

AGENDA OF: August 12, 2008

Approved

Approved for presentation by **B. B. Allen, City Manager** *B. B. Allen*

Route To:	Department/Individual:	Initials:	Remarks:
X	Originator – City Manager		
X	City Clerk	<i>JR</i>	
X	City Attorney	<i>AA</i>	
	Director of Public Safety		
X	Director of Administration		
	Director of Community Services		
	Director of Public Works		

Attachment(s): Memorandum of Agreement

Finance Director's Certification of Funds:

	No fiscal impact.	
	Funds are budgeted from this account number:	
X	Funds are not budgeted. Budget modification is required. Affected account number: Waste Water Fund	0201 10 6028

Finance Director Signature: *[Signature]*

Summary statement:

The Memorandum of Agreement will provide for a professional engineering analysis of alternatives for disposal of wastewater and septage in the Valley. The purpose of the analysis is to determine whether it is most cost effective to operate and maintain three separate wastewater facilities or a regional facility to serve the needs of the Borough (MSB) and Cities of Palmer (COP), and Wasilla (COW).

Specifically, this project will include: reviewing earlier studies and documentation, soliciting

input from stakeholders, conducting facilities condition surveys, preparing pre-design technical memos, and a design study report. The design study report will be the basis for the design and construction of an upgrade to existing facilities, or a complete new regional facility.

Under the agreement, each of the three entities will provide \$50,000 for the project in addition to the State of Alaska's grant of \$550,000.

Administration recommendation: Approve action memorandum 08-056.

MEMORANDUM OF AGREEMENT

BETWEEN THE

**CITY OF PALMER, ALASKA AND
MATANUSKA-SUSITNA BOROUGH**

FOR

**THE DEVELOPMENT OF A SCOPE OF SERVICES FOR A PROFESSIONAL
SERVICES AGREEMENT TO ANALYZE ALTERNATIVES FOR THE DISPOSAL OF
WASTEWATER AND SEPTAGE IN THE VALLEY**

THIS AGREEMENT made and entered into this _____ day of _____ 2008,
by and between the ***MATANUSKA-SUSITNA BOROUGH, ALASKA*** and the ***CITY OF
PALMER, ALASKA***.

Section 01. Definitions

In this Agreement:

- A. The term "Borough" means the Matanuska-Susitna Borough, Alaska.
- B. The term "City" means City of Palmer, Alaska.
- C. The term "City Manager" means the City Manager of the City of Palmer, Alaska, or his authorized representative.
- D. The term "Borough Manager" means the Matanuska-Susitna Borough Manager, or his authorized representative.
- E. The term "DOD" means the U.S. Department of Defense.
- F. The term "Project" means that the Matanuska-Susitna Borough (MSB) will be seeking proposals from a consultant team to render professional engineering services to render professional engineering services to determine whether it is more cost effective to operate and maintain three separate facilities or a regional solution that serves the needs of the MSB, City of Palmer (COP), and the City of Wasilla (COW). Specifically, this project will include: reviewing earlier studies and documentation, soliciting input from stakeholders, conducting facilities condition surveys, preparing pre-design technical memos, and a design study report. The design study report will be the basis for the design and construction of an upgrade to existing facilities, or a complete new regional solution.

- G. The term "Agreement" means this Memorandum of Agreement between the City and the Borough.
- H. The term "parties" means, together, the City and the Borough.

Section 02. Amendments, Changes, and Modifications

This Agreement may be amended, changed and modified by a writing duly executed by both the Borough and the City, or their respective successors and assigns.

Section 03. Scope of Services

A. The scope of services under the terms of this Agreement are generally as follows: (a) the development of a request for proposals for a professional services contract for an engineering analysis of the most cost effective manner of providing either individual or a regional solution and operating the Project which is intended to serve the needs of the Borough, the City and the City of Wasilla, Alaska, and (b) creation of a cooperative partnership between the Borough and the City, for this purpose of developing the Project with such efforts being funded by a \$550,000 legislative grant by the State of Alaska and a \$50,000 contribution by each of the parties hereto.

B. The Borough and the City each agree to provide the resources necessary for the accomplishment of the aforementioned scope of services subject to the funding set forth in Section 03.A above, and as set forth in "Appendix A" attached hereto.

C. The City and Borough each agree to perform the services set forth in this Agreement and described with particularity in "Appendix A," attached hereto.

Section 04. Time of Performance

The services of the City and the Borough shall commence upon execution of this Agreement by the City Manager and Borough Manager and shall be completed by July 1, 2009. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 05. Compensation

A. Subject to the provisions of this Agreement, the Borough shall reimburse the City for costs of all services and expenses set forth in this Agreement subject to the limitations set forth in Section 6.

B. The parties shall be reimbursed for travel or per diem required for the performance of their services under this Agreement.

Section 06. Method and Time of Payment

A. The Borough will reimburse the City \$_____ for expenses incurred in hiring consultants for preliminary work to help gather information that was being used to provide short-term solutions to their waste water issues. The amount due under this Section will be paid on receipt by the Borough of billings submitted given that the normal billing cycle is 30 calendar days from receipt by the Borough of an invoice submitted by the City; payments due to the City under this Section 06. shall not be unreasonably delayed. A billing is a summary of expenditures to date by line item categories (e.g., personal services, travel, contractual, commodities and equipment). Documentation of expenditures shall be submitted to the Borough with billings and a copy shall be retained by the City.

B. All invoices for the Project must be submitted in duplicate and received by the parties at the following addresses

BOROUGH: John Duffy, Borough Manager
350 E. Dahlia Avenue
Palmer, Alaska 99645

PALMER: Bill Allen, City Manager
231 W. Evergreen Avenue
Palmer, Alaska 99645

C. The City shall be entitled to receive compensation in accordance with this Section. only for work completed to the Borough's reasonable satisfaction in accordance with "Appendix A" of this Agreement and the other terms of this Agreement.

Section 07. Termination of Agreement for Cause

If through any cause, the City or the Borough shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the City or Borough shall violate any of the covenants, agreements, or stipulations contained in this Agreement, the City or Borough shall thereupon have the right to terminate this Agreement by giving written notice to the other of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared under this Agreement are the property of the City and Borough and shall be delivered to the City and the Borough by or upon the effective date of termination. The City shall be entitled to payment for all amounts due and owing under the terms of this Agreement on or before the effective date of termination authorized by this Section 07.

Section 08. Termination for Convenience

The City or the Borough may terminate this Agreement for convenience at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 07. above are the joint property of the City and the Borough and shall be delivered to the City and the Borough by or upon the effective date of execution of this Section 08. If this Agreement is terminated due to the fault of the City or the Borough, Section 07. of this Agreement shall govern the rights and liabilities of the parties.

Section 09. Causes Beyond Control

In the event the City is prevented by a cause or causes beyond the control of the City from performing any obligation under this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which renders the City liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the City shall exercise all reasonable diligence to resume and complete performance of it's obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this Section 09., means any one or more of the following causes which are not attributable to the fault or negligence of the City and which prevent the performance of the City: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the City from performing the terms of the Agreement as set forth herein.

Section 10. Equal Employment Opportunity

A. The City and the Borough will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran. The City and the Borough shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The City and the Borough agree to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The City and the Borough will, in all solicitations or advertisements for employees placed by or on behalf of the City or the Borough, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran. The City and the Borough will

cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

B. The City and the Borough shall keep such records and submit such reports concerning the Equal Opportunity Employment provisions set forth in Section 10.A for applicants for employment and employees as laws, regulations, ordinances or statutes may require.

Section 11. Interest of Members of the City and the Borough

No officer, member or employee of the City or Borough and no member of their respective governing body, and no other public official of the respective governing bodies shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Assignability

Neither the City nor the Borough shall assign any interest in this Agreement, nor shall the parties transfer any interest in the same (whether by assignment or novation), without the prior written consent of the other, thereto; provided, however, claims for money due or to become due to the City from the Borough under this Agreement may be assigned by court order to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City or Borough, who shall be responsible for any moneys due the assignee of this Agreement.

Section 13. Interest of the City and the Borough

The City and Borough mutually covenant that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The City and the Borough further covenant that in the performance of this Agreement no person having any such interest shall be employed.

Section 14. Findings Confidential

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the City or the Borough under this Agreement which the City or the Borough requests to be kept confidential shall not be made available to any individual or organization by the City or the Borough without the prior written approval of the City or the Borough unless otherwise required by laws of the State of Alaska or federal law.

Section 15. Publication, Reproduction and Use of Materials

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City and the Borough shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 16. Audits and Inspections

At any time during normal business hours and as often as the City, the Borough, or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City, the Borough or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Section 17. Jurisdiction; Choice of Law and Venue

Any civil action arising from this Agreement shall be brought in the superior court for the Third Judicial District of the State of Alaska at Anchorage. The laws of the State of Alaska shall govern the rights and obligations of the parties.

Section 18. Non-Waiver

The failure of the City or the Borough at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City or the Borough thereafter to enforce each and every protection hereof.

Section 19. Permits, Laws and Taxes

The City and the Borough shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the City and the Borough under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The City or the Borough shall pay all taxes if any pertaining to its performance under this Agreement.

Section 20. Relationship of the Parties

The City shall perform its obligations hereunder as an independent contractor of the Borough. The Borough may administer this Agreement and monitor the City's compliance with this Agreement but shall not supervise or otherwise direct the City except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 21. Agreement Administration

A. The Borough Manager, or his designee, will be the representative of the Borough administering this Agreement.

B. The services to be furnished by the City shall be administered, supervised, and directed by the City Manager. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the City shall appoint a successor in interest.

Section 22. Integration

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement; the following documents are hereby incorporated by reference into this Agreement as if fully set forth herein:

Submittal Page	
Appendix 'A' Scope of Services	
Appendix 'B' Scope of Insurance	
- Certificate of Insurance for the Borough	
- Certificate of Insurance for the City	

Section 23. Defense and Indemnification

A. The Borough shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for negligent acts, errors or omissions of the City under this Agreement. The Borough shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the parties and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "The City" and "the Borough," as used within this Section 23, include the employees, agents and other contractors who are directly responsible,

respectively, to each. The term "independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of the Borough and in approving or accepting the Borough's work.

B. The City shall indemnify, hold harmless, and defend the Borough from and against any claim of, or liability for negligent acts, errors or omissions of the Borough under this agreement. The City shall not be required to indemnify the Borough for a claim of, or liability for, the independent negligence of the Borough. If there is a claim of, or liability for, the joint negligent error or omission of the parties and the independent negligence of the Borough, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "The City" and "the Borough," as used within this Section 23, include the employees, agents and other Contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Borough's selection, administration, monitoring, or controlling of the City and in approving or accepting the City's work.

Section 24. Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 25. Insurance

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The insurance provided under this Agreement by the City and the Borough is contained in "Appendix B."

Section 26. Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 27. Understanding

The City and the Borough acknowledges that they have read and understand the terms of this Agreement, have had the opportunity to review the same with counsel of their choice, and are executing this Agreement of their own free will.

Section 28. Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

BOROUGH: John Duffy, Borough Manager
350 E. Dahlia Avenue
Palmer, Alaska 99645

PALMER: B. B. Allen, City Manager
231 W. Evergreen Avenue
Palmer, Alaska 99645

Section 29. Fund Verification

Fund source and verification of funds for this Project:

Funding Source: _____

Verified by Dean Baugh, Director
Department of Administration
City of Palmer

Date

Verified by Tammy Clayton
Finance Director
Matanuska-Susitna Borough

Date

IN WITNESS WHEREOF, the Matanuska-Susitna Borough has caused this Agreement to be executed in its name and the City of Palmer, Alaska has caused this Agreement to be executed in its name, all as of the date first above written.

MATANUSKA-SUSITNA BOROUGH

CITY OF PALMER, ALASKA

John Duffy, Borough Manager

B. B. Allen, City Manager

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008 by Bill Allen, City Manager of City of Palmer, Alaska.

Notary Public in and for Alaska
My Commission Expires:_____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008 by John Duffy, Borough Manager of the Matanuska-Susitna Borough.

Notary Public in and for Alaska
My Commission Expires:_____

APPENDIX A

SCOPE OF SERVICES

For

DETERMINING THE BEST METHOD OF TREATING AND DISPOSING OF THE MAT-SU VALLEY'S WASTEWATER AND SEPTAGE

Section 1 - Purpose

Purpose

The Matanuska-Susitna Borough is seeking proposals from a consultant team to render professional engineering services to help us determine whether it is more cost effective to operate and maintain three separate facilities that serve the needs of the Matanuska-Susitna Borough (MSB, City of Palmer (COP), and the City of Wasilla (COW)) Or, to operate and maintain a regional solution that jointly serves the needs of each of the three entities. This project will include: reviewing earlier studies and documentation, soliciting input from stakeholders, conducting facilities condition surveys, preparing pre-design technical memos, and a design study report. The design study report will be the basis for the design and construction of an upgrade to existing facilities, or a complete new regional facility. Specifically:

Section 2 – General Information

2.1 City of Wasilla

- The City of Wasilla sewage treatment plant currently discharges to groundwater, which has limited capacity for long term growth. The discharge is from septic tank effluent piped to the treatment plant through small diameter pressure mains. The septic tank effluent is treated through a series of aerated lagoon cells.
- The City's ability to meet current and future regulatory requirements will require a substantial investment if no outfall is constructed. The City's primary regulatory challenge is reducing nitrate levels to drinking water quality immediately downstream of the treatment facility.
- The City has studied outfall options to Knik Arm that would allow for long term growth, however, constructing a piped outfall to Knik Arm is not feasible for a community the size of Wasilla.
- The City of Wasilla's discharge permit was last issued in 1996 to dispose up to 400,000 gallons per day into the drain field system. The City is

currently evaluating short-term options to expand capacity through the aerated lagoons and possibly adding a percolation cell.

2.2 City of Palmer

- The City's new NPDES wastewater discharge permit, effective January 1, 2007, includes more restrictive effluent limits due to discovery of salmon habitat in the receiving water.
- Under current loadings, the existing lagoons are not capable of consistently meeting either the existing or now lower permit limits for either total suspended solids (TSS) or ammonia. As flows increase, compliance with biochemical oxygen demand (BOD) limits will also be a challenge.
- In 2007, the City exceeded the monthly average limits in the NPDES permit seven times – four times for TSS and three times for ammonia. Enforcement actions may be taken by the EPA.
- Wastewater flows are expected to increase from approximately 0.5 million gallons per day (MGD) to 2.0 MGD between the year 2019 and 2029 – depending on how quickly development occurs in the Palmer Service Area (PSA).
- The capital cost of upgrading the WWTP to meet the requirements of the new NPDES permit limits and expanded PSA is expected to range from \$26.7M to \$50.0M depending on the alternative selected – which will equate to a cost of approximately \$15K to \$29K per rate payer.
- The O&M cost of an upgraded WWTP to meet the requirements of the new NPDES permit limits and expanded PSA is expected to range from \$1.0M to \$3.1M per year depending on the alternative selected – which is approximately \$600 to \$1,800 per rate payer per year.

2.3 Mat-Su Borough

- It is estimated that currently 83% of MSB households use septic tanks and leachfields for sewage treatment. This accounts for 20,000 active septic tanks within the MSB.
- With population growth, the percentage of septic tank use is likely to remain constant in the MSB because of the plentitude of rural land for large-lot development, and the preference amongst new residents in the MSB towards remaining unconnected to a municipal grid. If this trend continues there will be approximately 56,000 active septic tanks in the MSB in 2030.

- Septage from MSB is pumped out of septic tanks by septage haulers who transport the waste to Anchorage for disposal. The septage is disposed at a septage facility in Anchorage that is operated by Anchorage Water and Wastewater Utility (AWWU). The average round trip from the outskirts of the MSB is 80 miles and takes about two hours, including the time it takes to dispose of septage at the receiving facility in Anchorage.
- The cost of transport and disposal of MSB septage is substantial, at \$674,000 per year. This cost is made up of three things: labor for the round trip, the cost of running the septage truck, and the disposal fee paid to AWWU. In the near future the AWWU disposal rate is expected to increase due to a recent Cost of Serve Analysis (COSA) that identified that AWWU has been under-charging haulers.
- If the rate increase is accepted by the Regulatory Commission of Alaska (RCA), the total transport and disposal cost of septage from the MSB will increase to approximately \$825,000 per year. By 2030 the increase in septage production in the MSB will bring the total transport and disposal cost to an estimated \$2.3 million. This cost is paid directly by septage haulers, and indirectly by MSB residents with septic tanks, who pay an average of \$240 each time their tank is pumped.
- The Borough's consultant recommended constructing a co-treatment facility with the City of Palmer, or constructing an independent regional septage facility. Both options made the MSB independent of the Municipality of Anchorage (MOA).
- The costs of these alternatives are comparable to the current cost of transporting and disposing of septage in Anchorage. The combined transport and disposal cost for one round-trip for an average sized septage hauling truck of 3,000 gallons will be \$174 once the AWWU rate increase comes into affect. The estimated capital costs of these options could be paid off in 20 years, including annual operation and management costs, if septage haulers paid \$151 and \$166 respectively for each load of septage that was disposed at the regional facilities.

Note: This background information must be evaluated and validated for each planning phase.

Section 3 – Project Tasks

3.1 Major Outcomes

- A. Evaluate the feasibility and costs associated with each entity (MSB, CoP, and CoW) operating and maintaining their own facilities over the next 30

years in three general time phases; near term (0-5 years), mid term (5-15 years), and long term (15-30+ years). This includes the costs of constructing a new facility in the case of the MSB, expansion of existing systems for the COP and COW, the cost of meeting existing and anticipated future regulatory requirements, and the feasibility of maintaining existing discharge points (outfalls) or seeking new outfalls.

- B. Evaluate the feasibility of combining resources from each entity (MSB, COP, and COW) to develop a regional solution . Evaluate the feasibility and costs with constructing, operating, and maintaining a regional solution. A regional facility is expected to utilize the existing collection systems operated by the COP and COW. The MSB would be required to treat septage from septic haulers. The key component for the regional solution may be an outfall near the confluence of the Matanuska River, Knik River, and Knik Arm. The outfall analysis needs to weigh the cost of treatment to meet regulatory requirements for each outfall option. For instance, the outfall analysis will evaluate construction and operation costs for secondary treatment with marine outfall versus tertiary treatment with a fresh water or groundwater outfall. Other outfall locations or treatment scenarios may be appropriate.
- C. The consulting team will also evaluate, for each time phase, the feasibility of combining resources from each entity (MSB, COP, and COW) to link existing facilities for extending the economic life of existing systems. This may include primary and secondary treatment at one facility, either existing or newly constructed, with piping to another facility for further treatment and discharge.
- D. Evaluate utility rates to determine sewer fees that will be needed for each utility to operate separately over the next 30 years versus combining with a centralized facility or otherwise linked facilities.
- E. Identify how the regional solution will be operated between the three municipalities, what type of organization will be needed, how they will operate with the key focus of treating and disposing of wastewater and sludge, and who will set utility rates (RCA or local government).

3.2 Tasks

Work under this contract will involve reviewing earlier studies and documentation; soliciting input from stakeholders; conducting facilities condition surveys, preparing pre-design technical memos, and a design study report (DSR). Tasks under this contract may include, but are not necessarily limited to, providing the following for either option to upgrade the existing facilities for the CoP and CoW, or to construct a new regional facility:

- A. Review of existing current sewage and septage planning documents that have been prepared by the Mat-Su Borough (MSB), City of Palmer (COP), and City of Wasilla (COW) to understand existing and future needs of each entity.
- B. Prepare a Project Management Plan within fourteen (14) calendar days of Notice-to-Proceed. MSB at its option may change the scope of services.
- C. Conduct an on-site visit and initial Facility surveys of the CoW and CoP sewage treatment facilities, and solicit input from the CoW, CoP engineering and O&M personnel, MSB engineering and solid waste within twenty-one (21) calendar days of the Notice-To-Proceed.
- D. Evaluate the uncertainties of the planning documents and conclusions.
- E. Conduct a goal-setting workshop with the MSB, CoP, and CoW project team that will establish key goals, objectives, and review timelines. The information from this workshop will be the basis of decisions for the project.
- F. Attend meetings with the MSB, CoP, and CoW project team, community groups, other concerned entities and government agencies to obtain information or make presentations as required.
- G. Review existing land status and restrictions including the platted property where the existing CoP and CoW facilities are located, and evaluate potential land acquisition required for a potential new regional facility.
- H. Identify **ALL** required agency permits, approvals or waivers needed.
- I. Perform a thorough review of existing and future regulations which will affect plant operations including NPDES permit limitations and conditions.
- J. Identify potential grant and loan funding for all options.
- K. Evaluate and recommend wastewater treatment process technologies. Recommendations shall incorporate new and innovative wastewater treatment methods, technologies and processes; analysis of conventional and alternative new technologies shall incorporate innovative wastewater treatment approaches. All recommendations shall include O&M costs, chemical costs, power costs, life cycle costs, capital costs and net present value analysis.
- L. Provide preliminary layout drawings showing the upgrades or new treatment facility including major treatment processes.
- M. Evaluate and recommend equipment types and vendors for unit processes.
- N. Provide budgetary cost estimates.
- O. Develop a phasing plan for implementing the recommended upgrades in coordination with the CoP and CoW Capital Improvement Plans.

- P. Develop a "cut-over" plan based upon the capital improvements phasing plan for switching over to the new facility.

3.3 Project Time of Completion

Interested Proposers are requested to give careful consideration to their workload and capacity for meeting project schedules. Within 9 months of receiving the notice to proceed from the Borough, the consultant Team is required to complete the items identified within this Scope of Services.

- Meetings: There will be three minimum meetings with the representatives from the MSB, COP, and COW (Project team):
 - One project goal-setting workshop within 10 days of receiving the notice to proceed.
 - One meeting to discuss the draft report results.
 - One meeting to discuss the final report results.
- Contract Timeline – note that these dates are estimated:
 - Advertise (August 11 – September 1, 2008)
 - Short list development of highest ranked firms from proposal evaluations (September 2 – September 5, 2008)
 - Oral Interviews (September 9, 2008)
 - Notification of selected firm (September 10, 2008)
 - Assembly approval at the next available board meeting (September 16, 2008)
 - Award (September 16, 2008)
 - Notice to proceed (September 18, 2008)
 - Submit Draft Report (February 2009)
 - Presentation to the draft report results to Joint Borough and Cities Council (February 2009)
 - Submit Final Report (June 2009)
 - Presentation to the final report results to Joint Borough and Cities Council (June 2009)

•Report Specifics. Provide:

- One digital version (on CDR, compatible with Microsoft Word) of the draft and final report
- 30 copies (each) of the draft and final report

Section 4 - Funds Available

The funds available for this project is \$600,000.

Section 5 - Attachments

The following documents are attached:

- Palmer Wastewater Treatment Plant Final Engineering Report, Prepared by Hattenburg, Dilley & Linnell, LLC, Date
- Matanuska-Susitna Borough Septage Handling and Disposal Plan, Prepared by HDR Alaska, Inc, April 2007
- City of Wasilla Sewer Master Plan, Prepared by LCMF, Inc. December 1999

APPENDIX B
SCOPE OF INSURANCE

[Certificates of Insurance will be added after the document is signed]