

**TOWN OF PRESCOTT VALLEY  
REQUEST FOR COUNCIL ACTION**

**Date: February 14, 2013**

**SUBJECT:** Agreement with Black and Veatch

**SUBMITTING DEPARTMENT:** Utilities Department

**PREPARED BY:** Neil Wadsworth, Utilities Director

**AGENDA LOCATION:** Comments/Communications , Consent , Work/Study ,  
New Business , Public Hearing , Second Reading

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**ATTACHMENTS:** In-Kind Services Agreement

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**SUMMARY BACKGROUND:** Black & Veatch (B&V) designed the Phase III Wastewater Treatment Plant Expansion, which was constructed under a separate construction contract by Fann Contracting and completed in May of 2007. Subsequently, plant personnel experienced difficulties with the plant not being able to meet its discharge permit requirements as it related to nitrogen. Over the next two years, Black and Veatch, OMI and Town personnel worked together to determine the cause of the problem. Countless hours were spent taking and analyzing samples, evaluating operating conditions, making operational changes and performing stress testing on the plant. This work resulted in a determination that additional anoxic (low oxygen) basin capacity would be needed to allow the plant to properly de-nitrify the wastewater. Operational testing confirmed that the additional anoxic capacity could be obtained by converting some of the aerobic (with oxygen) basins to anoxic basins, and stress testing confirmed that this change would not impact the ability of the treatment plant to meet its permit limits at the full flow hydraulic capacity of 3.75 million gallons per day.

To address this problem the Town reached an agreement with B&V whereby they paid for and constructed permanent modifications to the plant, valued at approximately \$40,000. In addition, B&V would provide a credit to the Town in the form of 'in-kind' engineering services valued at \$41,486.10 for laboratory analysis costs previously paid by the Town while assisting with identifying the problem. That Modification Agreement was approved by Council on June 23, 2011; however, the scope of the 'in-kind' services was not specified and was to be identified at a later date, prior to June 2013.

The attached In-Kind Services Agreement now defines the work B&V will do to complete its obligations under the previous Modification Agreement. The work will consist of a Local Limits Study for the Town. Local limits provide limitations or prohibitions on what can be discharged to the sanitary sewer and wastewater treatment plant by commercial and industrial customers. The Town's existing limits have not been updated in more than 20 years.

Examples of constituents addressed in Town Code include:

9-05-080 Discharge Prohibitions.

*D. Local Limits. The following pollutant limits are established to protect against pass through and interference. No person shall discharge wastewater containing in excess of the following (in milligrams per liter):*

Total grease, oil, etc.	100.0	Copper	10.0
Dissolved Sulfides	0.5	Lead	0.5
Cyanide	0.1	Manganese	0.5
Arsenic	0.1	Mercury	0.05
Barium	10.0	Selenium	0.1
Boron	10.0	Silver	0.5
Cadmium	0.1	Zinc	50.0
Chromium IV	0.5		

*The above limits apply at the point where the wastewater is discharged to the wastewater system. All concentrations for metallic substances are for "total" metal unless indicated otherwise. The Town may impose mass limitations in addition to, or in place of, the concentration-based limitations above.*

The work will provide an evaluation of current loadings to the wastewater treatment plant, the ability of the plant to treat the loadings, and impacts to the collection system, treatment facility and the environment. The Scope of Services for this project will include evaluating; total kjeldahl nitrogen, nitrate-nitrate nitrogen, ammonia, total suspended solids, BOD<sub>5</sub>, fluoride, total phosphorus, oil and grease, total dissolved solids, pH, total arsenic, total cadmium, total chromium, chromium 6+, total copper, total cyanide, total lead, total nickel, total zinc, total mercury, total silver, molybdenum and selenium.

The 'in-kind' (engineering) services will be provided at no cost to the Town, however, costs for laboratory services estimated at about \$15,000 will be paid by the Town to a third party laboratory through our operations and maintenance contract with CH2MHill.

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**OPTION ANALYSIS:** Council may approve the agreement, not approve the agreement, and/or direct Staff pursue other alternatives.

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**ACTION OPTION:** Motion to approve the In-Kind Services Agreement with Black & Veatch, or Motion not to approve the Agreement. **VOTE.**

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**RECOMMENDATION:** Staff recommends approval of the Agreement with Black & Veatch.

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**FISCAL ANALYSIS:** This Agreement has no direct fiscal impact to the Town. Completion of this study will require that the Town pay for laboratory costs estimated at approximately \$15,000, which will be taken from the operating budget.

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**REVIEWED BY:**

Management Services Director \_\_\_\_\_ Town Clerk \_\_\_\_\_

Town Attorney \_\_\_\_\_

Town Manager \_\_\_\_\_

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**COUNCIL ACTION:**

Approved  Denied  Tabled/Deferred  Assigned to \_\_\_\_\_