

**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and HDR Engineering, Inc. ("Consultant") is effective on the 10<sup>th</sup> day of February 2025

All work under this agreement shall be referred to by the following:

**Project: Valdez Wastewater Treatment Facility APDES Permit Renewal**

**Project No:**

**Contract No.: 2329**

**Cost Code: 403-7200-43200**

Consultant's project manager under this agreement is Cynthia Helmericks.

Consultant's project manager may not be changed without the written consent of the City.

City's project manager is Brad Koch.

**ARTICLE 1. Scope of Work**

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference in an amount not to exceed \$87,497.00.

**ARTICLE 3. Period of Performance**

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 720 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.

**Agreement for Professional Services**

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**Project No.**

**Contract No. 2329**

**Cost Code: 403-7200-43200**



ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional Liability*	\$1,000,000	\$2,000,000

\*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

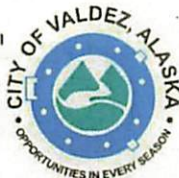
Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

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IN WITNESS WHEREOF, the parties to this presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

HDR Engineering, Inc.

Signed by: *anna koh1*

60403AAD9D7D4D6...

Authorized Signature

Anna Koh1

Printed name

2/18/2025 | 10:43 AM AKST

Date:

Vice President

Title:

47-0680568

FEDERAL ID #:

582 E. 36th Avenue, suite 500

Mailing Address

Anchorage, AK 99503

City, State, Zip Code

Signature of Company Secretary or Attest

2/18/2025 | 10:43 AM AKST

Date:

CITY OF VALDEZ, ALASKA

APPROVED:

*John Douglas*  
John Douglas, City Manager

Date:

*2/19/25*

ATTEST:

*Sheri L. Pierce*  
Sheri L. Pierce, MMC, City Clerk

Date:

*2/19*

RECOMMENDED:

*John Witte*  
John Witte, Public Works Director

Date:

*2/18/2025*

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

*Jon S. Wakeland*  
Jon S. Wakeland

Date:

*2/10/25*



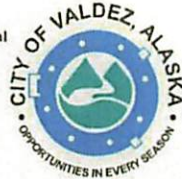
**Agreement for Professional Services**

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**Appendix A  
Scope of Work**

**BASIC SERVICES**

HDR Engineering Inc. (HDR) to aid the City of Valdez (COV) in renewing the Alaska Pollutant Discharge Elimination System (APDES) Discharge Permit (AK0021431) for the Wastewater Treatment Facility (WWTF).

The scope of work is more specifically described in the attached proposal dated May 31, 2024 which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

**Appendix B  
Basis of Compensation**

On completion of work and submission of invoices, the City shall pay to Consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$87,497.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).

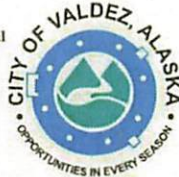
**Agreement for Professional Services**

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**Appendix C  
General Conditions**

I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

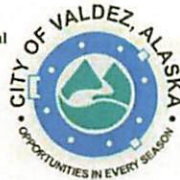
**Agreement for Professional Services**

**Project:** Valdez Wastewater Treatment Facility APDES Permit Renewal

**Project No.**

**Contract No. 2329**

**Cost Code: 403-7200-43200**



II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City do not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employed or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one-year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant.

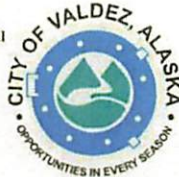
**Agreement for Professional Services**

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Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump-sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.

The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

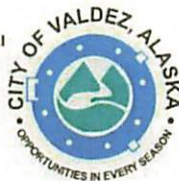
**Agreement for Professional Services**

**Project:** Valdez Wastewater Treatment Facility APDES Permit Renewal

**Project No.**

**Contract No. 2329**

**Cost Code: 403-7200-43200**



The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

VI. Changes:

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions that conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) days' written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this



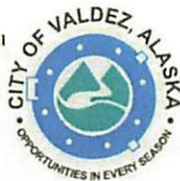
**Agreement for Professional Services**

**Project:** Valdez Wastewater Treatment Facility APDES Permit Renewal

**Project No.**

**Contract No. 2329**

**Cost Code: 403-7200-43200**



Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the Consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

Work products produced under this Agreement, except items that have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder include full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the

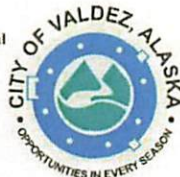
**Agreement for Professional Services**

**Project:** Valdez Wastewater Treatment Facility APDES Permit Renewal

**Project No.**

**Contract No. 2329**

**Cost Code: 403-7200-43200**



Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.

As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant

**Agreement for Professional Services**

**Project:** Valdez Wastewater Treatment Facility APDES Permit Renewal

**Project No.**

**Contract No. 2329**

**Cost Code: 403-7200-43200**



to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.

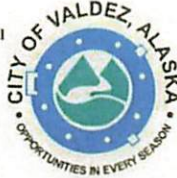
**Agreement for Professional Services**

**Project:** Valdez Wastewater Treatment Facility APDES Permit Renewal

**Project No.**

**Contract No. 2329**

**Cost Code: 403-7200-43200**



- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

**XV. Extent of Agreement:**

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.

The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

**XVI. Governing Laws:**

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

**XVII. Minimum Wages:**

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.

**Agreement for Professional Services**

**Project:** Valdez Wastewater Treatment Facility APDES Permit Renewal

**Project No.**

**Contract No. 2329**

**Cost Code: 403-7200-43200**



**City of Valdez  
Contract Release Page 1 of 2**

The undersigned, \_\_\_\_\_ for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract ("Contract"):

**Project:**

**Project Number: / Contract Number:**

The undersigned hereby acknowledges receipt of the amount of \$\_\_\_\_\_ as full and final payment in consideration for all services, materials and labors rendered in connection with the Contract.

The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this Release or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this Release including, but not limited to, *Petroleum Sales, Ltd. v. Mapco of Alaska, Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

The undersigned hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this Release.

**Agreement for Professional Services**  
**Project:** Valdez Wastewater Treatment Facility APDES Permit Renewal  
**Project No.**  
**Contract No. 2329**  
**Cost Code: 403-7200-43200**



**City of Valdez**  
**Contract Release Page 2 of 2**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_,  
 20\_\_.

\_\_\_\_\_  
 COMPANY

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 TITLE

STATE OF ALASKA )  
 )ss.  
 THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, Notary Public in and  
 for the State of Alaska, personally appeared \_\_\_\_\_ of  
 \_\_\_\_\_, known to me to be its  
 \_\_\_\_\_ and acknowledged to me that he has read this foregoing  
 RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and  
 that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he  
 was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said  
 corporation.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public in and for Alaska

My Commission expires: \_\_\_\_\_



May 31, 2024

Brad Koch  
Utility Manager  
City of Valdez  
bkoch@valdezak.gov

**Subject: Proposal for Valdez Wastewater Treatment Facility APDES Permit Renewal**

Dear Mr. Koch,

This proposal is for HDR Engineering, Inc. (HDR) to aid the City of Valdez (COV) in renewing the Alaska Pollutant Discharge Elimination System (APDES) Discharge Permit (AK0021431) for the Wastewater Treatment Facility (WWTF).

### **Scope of Services**

HDR will perform the following scope of services:

1. HDR will compile and review monitoring data for the WWTF outfall, receiving water sample sites in Port Valdez, and other data collected during the permit cycle relating to the WWTF.
2. HDR will conduct a Reasonable Potential Analysis (RPA) to determine what parameters will potentially have effluent limits and calculate water quality based effluent limits (WQBELs) using 5 years of effluent and receiving water data. This analysis will indicate the need for and values of potential limits in the renewed permit. The analysis will be performed using the currently authorized discharge flow limit of 2.5 million gallons per day (mgd) as the daily maximum.
3. The monitoring and flow data compiled in Task 1 will be used in CORMIX mixing zone modeling software to determine the mixing zone size and associated dilution. The results will be compared to the previous CORMIX model completed by HDR in 2020 to identify potential changes to the mixing zone and dilution factors. The mixing zone analysis will provide information to include in Form 2M, the CORMIX Mixing Zone Checklist, and the output file of the CORMIX analysis that will be completed by HDR. Form 2M, CORMIX Mixing Zone Checklist, and the CORMIX output file will be submitted with the renewal permit application as required by ADEC.
4. An Industrial User Survey must be submitted with Form 2A that includes a list of industries or business that discharge and/or have the potential to discharge non-domestic wastewater to COV WWTP. HDR will aid COV in compiling the list and providing the ADEC requested information for each industry/business on the list. The estimated hours and cost for the industrial user survey is based on the population and size of COV and that there are relatively few industrial users that discharge non-domestic wastewater into the WWTF collection system.



5. Based on the RPA, HDR will complete an anti-backsliding analysis to determine if the updated effluent limits for parameters previously listed in the WWTF's discharge permit are less restrictive than the previous permitted limits. If there are, the analysis will determine if there is a potential request for an exception to the ADEC anti-backsliding regulations. If it is determined that the COV can apply for an exception the request will be drafted and included with the permit application.
6. The RPA analysis will also indicate which parameters will need to be discussed in the Antidegradation Analysis that will be completed by HDR as a part of Form 2G. The Antidegradation analysis will include estimated cost of treatment alternatives if a mixing zone is not authorized.
7. The APDES permit renewal application package documents will be populated with information gathered during the previous tasks and bundled by HDR for COV review. There will be one round of review by COV. Requested changes and additions provided in written comments from COV will be incorporated into a final version of the renewal application that will be packaged by HDR and submitted to COV for signature and submission to ADEC.
8. HDR will attend up to four meetings with ADEC and COV by video conference, as needed, and assist with permit negotiations up to the limits of HDR's budget for this task. HDR has estimated the level of effort and budget for this task based on prior experience; however, it is understood that it is not possible to predict the amount of time necessary for negotiations and requests by the regulators for additional information. The meetings to coordinate comments on the pre-draft and draft permits are assumed to be one hour in length with three HDR team members attending.
9. HDR will review and provide comments to COV on one pre-draft and one draft permit issued by ADEC. The comments will be submitted to COV in an excel format for review. Two meetings will be conducted to discuss the pre-draft and draft permits with COV. The final comments will be submitted to ADEC on COV letterhead by COV.
10. HDR includes project management activities for the estimated 10-month duration of the project. These activities include project accounting, invoicing, and administration of HDR's quality program for the project. In addition to meetings identified elsewhere in this Scope of Work this task also includes a biweekly ½-hour telephone meeting between HDR and COV to discuss progress, information needs, and upcoming work activities for a duration of 4 months, the time needed from Notice-To-Proceed (NTP) to the submission of the permit renewal application.



"Appendix B"

**HDR Engineering, Inc.  
WWTP Discharge Permit Renewal**

**Time and Materials**

WWTP Discharge Permit Renewal		Project Role						Hour Subtotal	Cost Subtotal	TOTAL COSTS
		PM/Water Quality Scientist	Sr. Water Resource Engineer	Sr Engineer/QC	GIS Analyst	Project Accountant	Wastewater Engineer			
		Employee Helmericks, Cynthia Lee Milligan (Cindy)	Kasch, Michael Stephan	Dupuis, Thomas V	Brisbois, Caroline Michelle	Hall, Calley Nicole	Kutil, Nathan D			
Estimated 2025 Rates		\$182.95	\$206.96	\$301.36	\$108.11	\$144.69	\$250.77			
1	APDES Permit Renewal Application	160	116	98	8	16	6	404	\$87,497	\$87,497
1.1	Collection and Review of effluent and receiving waterbody data	16	16	8				40	\$8,649	\$8,649
1.2	RPA & WQBELS Analysis	20		10				30	\$6,673	\$6,673
1.3	Mixing Zone Analysis		40	8	4			52	\$11,122	\$11,122
1.4	Industrial User Survey		20	12				32	\$7,756	\$7,756
1.5	Anti-backsliding Analysis	16		8				24	\$5,338	\$5,338
1.6	Anti-degradation Analysis	40		8			6	54	\$11,233	\$11,233
1.7	APDES Permit Application Document Prep	24	20	16	4			64	\$13,784	\$13,784
1.8	Meetings & Negotiations with ADEC	8	8	8				24	\$5,530	\$5,530
1.9	Review of pre-draft and draft permit	16	8	16				40	\$9,405	\$9,405
1.10	Project Management	20	4	4		16		44	\$8,007	\$8,007
*Rates based on multiplier with yearly escalation										
<b>Basic Services - Labor Hour Total</b>		<b>160</b>	<b>116</b>	<b>98</b>	<b>8</b>	<b>16</b>	<b>6</b>			
<b>BASIC SERVICES - TOTAL COSTS</b>		<b>\$29,272</b>	<b>\$24,007</b>	<b>\$29,533</b>	<b>\$865</b>	<b>\$2,315</b>	<b>\$1,505</b>	<b>404</b>	<b>\$87,497</b>	<b>\$87,497</b>

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1