

**PROFESSIONAL SERVICES CONTRACT  
WWTP Phase I Construction Phase Services  
AMENDMENT #2**

THIS CONTRACT AMENDMENT #2 (the "Amendment") to the PROFESSIONAL SERVICES CONTRACT effective as of November 18, 2021 (the "Agreement") is made and entered into this 19<sup>th</sup> day of October, **2023**, by and between CITY OF STEVENSON, a municipal corporation of the State of Washington, and hereinafter referred to as "CITY," and **Wallis Engineering, PLLC**, hereinafter referred to as the "Contractor."

NOW THEREFORE, CITY and Contractor agree to amend the Agreement as follows:

1. Contractor will perform services as set forth in the original agreement but amending the Scope of Work as set forth in Exhibit A1 with an increase to the project budget by \$365,371 as outlined for a revised contract amount of \$1,432,580 and extending the duration through June 30, 2025.
2. Contractor shall be paid by CITY, for the work to be performed hereunder, as set forth in the attached Exhibit A1. Any payment made to Contractor, however, shall not constitute acceptance of the work, or any portion thereof, which is not in accordance with this contract amendment.

This Amendment together with the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated, all other terms and conditions of the agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this contract at Stevenson, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF STEVENSON

CONTRACTOR

By: \_\_\_\_\_  
Scott Anderson, Mayor

By: \_\_\_\_\_  
Jane Vail  
Principal Engineer

Mailing Address:  
215 West 4<sup>th</sup> Street  
Suite 200  
Vancouver, WA 98660

Approved as to form.

\_\_\_\_\_  
Robert C. Muth,  
City Attorney

360-695-7041  
\_\_\_\_\_  
Telephone Number

91-1944973  
\_\_\_\_\_  
Federal Tax ID Number

601-823-546  
\_\_\_\_\_  
UBI#

## PROJECT BACKGROUND

The City of Stevenson Wastewater Treatment Plant (WWTP) is in need of upgrades to replace deficient equipment and provide additional capacity. The City retained Wallis Engineering to design Phase I and II improvements. These include the following:

- Replacement of existing headworks facility with new structure and equipment
- New aeration basin, anoxic selector basin, and blower building
- Disinfection upgrades consisting of new UV channel and modifications to existing channel
- Laboratory building remodel
- Flood protection measures
- Electrical system improvements including new service, standby generator, motor control centers, and lighting
- SCADA system replacement
- Minor improvements to site, non-potable water, stormwater conveyance, and flood protection measures.

The City also retained Wallis Engineering to design the Main D sewer extension project. This project includes installation of 9,000 linear feet of 8-inch diameter sewer main, laterals and manholes, on East Loop Road and Frank Johns Road.

The WWTP and Main D Extension project received funding from a Clean Water State Revolving Fund loan administered by Department of Ecology (DOE) for grant and loan administration, project construction, and construction management and inspection.

## GENERAL SCOPE OF PROJECT

Wallis Engineering will assist the City with project and funding administration, bid and construction phase services for the WWTP Improvements Phases I and II, and the Main D Extension projects. This scope of work consists of the following tasks:

- Task 1: Project Management and Administration
- Task 2: Bid Phase Assistance – WWTP Improvements
- Task 3: Bid Phase Assistance - Main D Extension
- Task 4: Construction Quality Assurance Plan
- Task 5: Construction Management and Engineering– WWTP Improvements
- Task 6: Construction Management and Engineering – Main D Extension
- Task 7: SCADA Programming

## SUPPLEMENTAL SCOPE

A contract extension modifying the overall schedule of construction was completed in February of 2023 for delay due to material lead times. The contract terms extended the substantial and final completion dates a full year, with final completion extending from December 2023 to December 2024. This contract extension did not significantly increase the amount of construction inspection required, as the Contractor's schedule at the time of the contract extension showed a lengthy partial demobilization.

However, as of July of 2023, the Contractor has experienced extremely slow progress of work, and have not met any of their schedule goals. Their current schedule proposes a much shorter partial demobilization. As a result of the Contractor’s elongated schedule, additional budget is required to provide construction administration, management, engineering, and inspection services to ensure the Contractor’s compliance with the contract. In addition, the City would like to add services for startup of the wastewater treatment plant.

This supplemental scope of work will provide additional work within the following tasks:

- Task 1: Project Management and Administration (Task Supplemented)
- Task 5: Construction Management and Engineering– WWTP Improvements (Task Supplemented)
- Task 8: WWTP Startup Services (New Task)

**CONTRACT DURATION**

Contract term shall be from the date contract is fully executed until December 31, 2024.

**PROJECT TEAM**

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. Our team is listed below, with the project responsibilities which they will complete.

<i>Consultant</i>	<i>Responsibilities</i>
Wallis Engineering (Wallis)	Project Management Construction Management, Engineering, and Inspection
Esvelt Engineering (EE)	Construction Engineering and Startup Services
Industrial Systems (IS)	Electrical and Systems Engineering, Programming
LSB Consulting Engineers (LSB)	Structural Engineering and Observation Services
B2B Architecture (B2B)	Architectural Engineering and Observation Services
Kartchner Mechanical (Kartchner)	Mechanical Engineering and Observation Services
Geotechnical Resources Inc. (GRI)	Geotechnical Engineering and Observation Services
Archaeological Investigations Northwest (AINW)	Cultural Resources Construction Monitoring
Columbia West Engineering (CWE)	Special Inspections
Wastewater Solutions (WSI)	Startup Services

**SPECIFIC SCOPE OF WORK**

**TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION (TASK SUPPLEMENTED)**

*Objective:* Wallis Engineering (Wallis) will provide full project management, administration, and coordination between all subconsultants on the team, City staff, funding agency staff, regulatory authorities, and key stakeholders. This task includes technical and financial management of the project, lead meetings, and help the City with ongoing public involvement. Key tasks will be to organize and

conduct all meetings, develop and track project schedule proactively to address critical path elements and ensure on-time delivery, and communicate to City staff of project progress.

**Task 1.1 Project Management and Coordination (Subtask Supplemented)**

Wallis will provide project management, schedule, coordination, and direction to the City staff and the bidding and construction phase services team to ensure the scope, schedule and budget are met.

We will provide a point contact person for the City while coordinating with the project team. We will schedule and participate in monthly or as-needed coordination conference calls with the City Project Manager and other staff at their request.

Our project manager will maintain a comprehensive Microsoft Project schedule with individual task milestones, task duration, individual responsibilities of subconsultants and City staff, agencies, and utilities.

Monthly progress reports will be submitted with invoices. Monthly progress reports will include task level budget status, schedule status, and brief summary of work completed along with any upcoming scope, schedule or budget concerns. Billings will include staff, title, hourly rate, and hours charged to the project.

*This subtask is supplemented with additional time for project management as needed for the year extension in time.*

**TASK 5 CONSTRUCTION MANAGEMENT AND ENGINEERING – WWTP IMPROVEMENTS**

*Objective:* Provide construction management, administration, engineering, and inspection services throughout the duration of construction of the WWTP Improvements

**Task 5.2 Construction Administration (Subtask Supplemented)**

Wallis will provide construction administration services to the City for the duration of construction, coordinating and managing construction documentation needs with the Contractor to meet Department of Ecology requirements. We will maintain a regularly-updated digital copy of all construction documentation on a project sharefolder for access and review by the City. We anticipate construction administration to include the following work items:

- Monthly project reports for submittal to DOE
- Organization and preparation of monthly funding outlay reports
- Contractor weekly certified payroll reviews
- Contractor wage interviews for Davis-Bacon wage compliance verification

*This subtask is supplemented to account for an additional 12 months of construction.*

**Task 5.3 Construction Management and Engineering (Subtask Supplemented)**

Wallis will provide construction management and engineering services to the City for the duration of construction. We will provide a designated construction manager who will serve as the primary point of contact with the Contractor and the City. *This supplemented subtask is based on an additional 12-months of construction.* Construction management and engineering is anticipated to include the following:

**Precon and Weekly Construction Meetings**

Wallis will conduct a pre-construction meeting with City staff, the Contractor, project design team subconsultants (as needed), DOE representatives, and representatives of the utility companies. At this

meeting, we will effectively communicate the requirements associated with the funding and regulatory agencies, and those areas of the project which will require special attention during construction.

In addition to the pre-con, Wallis will attend weekly construction meetings to discuss the Contractor's progress and schedule, materials, and other issues of note. *A total of 52 additional meetings are budgeted for this supplement to account for the yearlong extension.*

### ***Submittal Review***

We will provide submittal review for all construction submittals throughout the project. Our construction manager will distribute submittals to the relevant design engineer for submittal review, and will distribute submittal reviews to the Contractor following comment. We will prepare and manage a submittal log recording activities for all submittals. *No additional time is allocated to submittal review as part of this supplement.*

### ***Requests for Information***

The design team will respond to Contractor Requests for Information (RFIs), and log questions and answers in an RFI log. *No additional time is allocated to RFIs as part of this supplement.*

### ***Field Changes and Change Orders***

Wallis will coordinate field design changes with City Staff and the Contractor as needed to address changed onsite conditions which conflict with the plans and/or specifications.

On an as-needed basis, Wallis will review, negotiate, initiate and process contract change orders. We will coordinate with the Contractor to provide the required documentation to justify all change orders in accordance with DOE requirements. *No additional time is allocated to field changes and changes orders as part of this supplement.*

### ***Progress Payments***

Progress payments will be processed according to the schedule agreed upon during the precon, no more frequently than once a month. We will review and prepare construction pay estimates for submittal to the City, and coordinate review and preparation with the Contractor (and DOE as needed). *Time to process an additional 12 progress payments is assumed for this supplement.*

### ***Task 5.4 Construction Observation and Inspection (Subtask Supplemented)***

Wallis will provide construction observation and inspections in order to confirm that the work is proceeding in accordance with the contract documents. They will also assist with quality assurance for specialty work items. This task will include construction observation, structural observation, and special inspections. *An additional nine months of construction observation and inspection are assumed for this supplement, based on the Contractor's proposed schedule and current pace of work. In addition, more engineering time has also been required to address the Contractor's quality control issues.*

### ***Construction Observation***

Wallis will provide a construction inspector (or inspectors, depending on the Contractor's phasing) for the duration of construction activities. *This assumes one part-time senior inspector, and one full-time EIT inspector from September 2023 through August 2024, supplementing time previously-budgeted.* The inspector will provide Inspector's Daily Reports (IDRs) for each site visit, take in-progress digital construction photographs during the project, and track materials quantity and quality tracking as approved materials are installed.

### ***Special Inspections***

CWE will complete special inspections, as required by structural and building code and in order to provide quality control. The schedule for these inspections will depend on the nature of the Contractor's phasing; a conservative number of site visits has been assumed, but will likely not be needed. The scope of special inspections includes concrete testing and inspection for the aeration basin and headworks footings and structures, masonry testing for the blower building, welding and bolting inspections, and inspections for post installed anchors. CWE will also complete laboratory testing for concrete compressive strength, grout prism, and CMU prism tests. *No additional time for special inspections is assumed necessary for this supplement.*

### ***Task 5 Assumptions:***

- Construction administration completed in accordance with funding agency (DOE) requirements
- The WWTP will be constructed between February 2022 and July 2024.
- City will not be providing any inspection services; if the City has time to inspect, our hours will be reduced accordingly.
- Construction surveying, material and density testing will be completed by an independent testing firm hired by the Contractor
- No environmental monitoring is required.

### ***Task 5 Deliverables:***

- Submittal log and submittal review comments
- Requests for Information
- Inspection Daily Reports for all construction inspection site visits including summary of daily work items, bid item unit quantities completed, traffic control measures in place, materials and equipment utilized, completed materials testing, out of scope work records, summaries of Contractor coordination and any other items of note as observed onsite
- Construction photographs
- Construction pay estimates
- Field Changes
- Change order documentation

## **TASK 8 WWTP STARTUP SERVICES (NEW TASK)**

Objective: Support start-up of improved Wastewater Treatment Plant.

### ***Task 8.1 O&M Manual***

In accordance with WAC 173-240-080, we will prepare an operations and maintenance (O&M) manual to describe and explain the design intent, function, and operational and maintenance requirements of the new facilities at the treatment plant. The hard copy manual will include cross referencing, with specific equipment operation and maintenance requirements provided by the Contractor (and by equipment suppliers in the case of City-procured equipment items).

The O&M Manual will include:

- Process control
- Operational strategies
- Troubleshooting guidance
- Specific maintenance data for:

- Headworks
- Anoxic selector and aeration basins
- UV disinfection
- Blowers
- Miscellaneous piping, valving and hydraulic structures
- General plant facilities
- Functional descriptions for programming
- Record drawings (as completed in Task 8.2)

The Draft O&M Manual will be prepared prior to construction completion and submitted to the City for review. After review comments have been incorporated, three printed and electronic copies of the Final O&M Manual will be submitted prior to the initial plant startup.

### **Task 8.2 Record Drawings**

Wallis Engineering will prepare Record Drawings based on as-built information provided by the contractor following construction. Record Drawings will be submitted to the City in electronic format following construction completion.

### **Task 8.3 Startup Assistance**

Our team will provide assistance with plant start up and training for the new equipment and facilities. WSI will provide operational assistance with key equipment and provide input on data collection forms and spreadsheets. They will also make specific process recommendations during initial process operation, and make information collection and process control recommendations.

Startup services will require inspections prior to energizing and testing equipment. Industrial System will review contractor test forms to ensure proper procedures have been followed. The programming portion of the startup services will require individual program testing of equipment and processes to ensure instruments are calibrated correctly, and to ensure motors and drives can be properly controlled. Testing unexpected equipment shutdowns and power failures will be required to ensure the plant responds to abnormal conditions properly. All alarms will be tested during startup.

Startup services will also require operator training of the new SCADA system. This includes general operation of the system, remote viewing the system, and acknowledging alarms.

Record drawings will also be completed as part of this startup services scope.

WSI will provide training for City operational staff on new equipment and processes. They will develop and provide student manuals and conduct classroom and field training related to secondary process control, for a total of three (3) days onsite.

WSI will also provide a weekly review of plant operating data (as provided by City operational staff) for a period of up to twelve (12) weeks, and provide telephone support to staff during this time period.

#### **Task 8 Assumptions:**

- WSI will provide up to 210 hours of support with training, startup assistance, and O&M Manual development and review

#### **Task 8 Deliverables:**

(3) printed and USB copies of the O&M Manual

*P:\14\1477E WWTP Imp Bid & Const\100 Agmt\102 Working Docs\Supp 2-Const Add Work\1477E Wallis Scope Supp 2.docx*



		AE	PE4	SE2	I2	A5	Wallis Labor	Expenses	Subconsultants	Ind. Sys	B2A	WSI	Total
		Jane	Jack	EIT	Ben/Alf	EK/LR			EEE				Cost
		\$157.47	\$147.83	\$109.26	\$114.62	\$104.98							
<b>Task 1</b>	<b>Project Management and Administration</b>												
1.1	Project Management and Coordination		12			24	\$ 4,293.48						\$ 4,293.48
	<b>TASK 1 SUBTOTAL</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>\$ 4,293.48</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,293.48</b>
<b>Task 5</b>	<b>Construction Management and Engineering – WWTP Improvements</b>												
5.1	Conformed Drawings						\$ -						\$ -
5.2	Construction Administration	6				12	\$ 2,204.58						\$ 2,204.58
5.3	Construction Management and Engineering	42	36	6	0	6	\$ 13,221.06	\$ -	\$ -	\$ 22,800.00	\$ -	\$ -	\$ 36,021.06
5.4	Construction Observation and Inspection	0	84	1,440	480	0	\$ 224,769.72	\$ - (M)		\$ -	\$ -	\$ -	\$ 224,769.72
	<b>TASK 5 SUBTOTAL</b>	<b>48</b>	<b>120</b>	<b>1446</b>	<b>480</b>	<b>18</b>	<b>\$ 240,195.36</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,800.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 262,995.36</b>
<b>Task 8</b>	<b>WWTP Startup services</b>												
8.1	O&M Manual	12	72	60		24	\$ 21,608.52	\$ 200.00 (P)	\$ 2,400.00	\$ -	\$ 2,000.00	\$ 13,200.00	\$ 39,408.52
8.2	Startup Assistance		40				\$ 5,913.20		\$ 17,200.00	\$ -		\$ 35,560.00	\$ 58,673.20
	<b>TASK 8 SUBTOTAL</b>	<b>12</b>	<b>112</b>	<b>60</b>	<b>0</b>	<b>24</b>	<b>\$ 27,521.72</b>	<b>\$ 200.00</b>	<b>\$ 19,600.00</b>	<b>\$ -</b>	<b>\$ 2,000.00</b>	<b>\$ 48,760.00</b>	<b>\$ 98,081.72</b>
	<b>Project Subtotal</b>	<b>60</b>	<b>244</b>	<b>1,506</b>	<b>480</b>	<b>66</b>	<b>\$ 272,010.56</b>	<b>\$ 200.00</b>	<b>\$ 19,600.00</b>	<b>\$ 22,800.00</b>	<b>\$ 2,000.00</b>	<b>\$ 48,760.00</b>	<b>\$ 365,370.56</b>

<b>FEE SUMMARY</b>	
Wallis Labor	\$ 272,010.56
Wallis Expenses	\$ 200.00
<i>(M) = Mileage at current IRS Rate, (P) = Printing</i>	
<b>Subconsultants</b>	
EEE	\$ 19,600.00
Ind. Sys	\$ 22,800.00
B2A	\$ 2,000.00
WSI	\$ 48,760.00
<b>TOTAL BUDGET</b>	<b>\$ 365,370.56</b>