



AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2022-StevPW-00028
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Stevenson

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Stevenson (RECIPIENT) for the Stevenson Clean Water Facility and Collection Improv-Construction Phase (PROJECT).

The purpose of this amendment is to change the completion date due to supply chain delays and issues, and a lack of contractor progress. The scope of work will also be modified, and additional funding added to the budget for cost increases and the additional work.

- 1) Modify Scope of Work, Task 3, Construction Management, to include the following:
 - F. The RECIPIENT will provide startup services for the constructed WWTP improvements.
- 2) Modify the budget to increase Loan EL220218 in the amount of \$365,371 from \$9,004,054 to \$9,369,425.
- 3) The Centennial Grant EG220219 in the amount of \$931,946 remains the same.
- 4) Change the Completion Date from December 31, 2023, to June 30, 2025.
- 5) Change the Initiation of Operation Date of September 30, 2023, to December 31, 2024. Based on this date, LOAN repayment will begin no later than December 31, 2025.
- 6) The Estimated Loan EL220218 Repayment Schedule Number AS-000000383 created on October 5, 2021, is replaced with Estimated Loan Repayment Schedule Number AS-000000722 created on September 29, 2023.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Eligible Cost:

Original: 9,936,000.00 Amended: 10,301,371.00

Expiration Date:

Original: 12/31/2023 Amended: 06/30/2025

CHANGES TO THE BUDGET

Funding Distribution EL220218

Funding Title: SRF Loan

Funding Type: Loan

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2025

Funding Source:

Title: CWSRF-SFY22 (State)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.5% Interest Rate: 1.2% Admin Charge: 0.3%

Terms: 30 years

Project Start Date: 07/01/2021 Project Completion Date: 06/30/2025

Estimated Initiation of Operation date: 12/31/2024

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 722

SRF Loan	Task Total
Grant and Loan Administration	\$ 93,760.00
Project Construction	\$ 8,329,452.00
Construction Management	\$ 946,213.00

Total: \$ 9,369,425.00

CHANGES TO THE BUDGET

Funding Distribution EG220219

Funding Title: Centennial Grant

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2025

Funding Source:

Title: Centennial-SFY22

Fund: FD

Type: State

Funding Source %: 100%

Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater projects.

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Centennial Grant	Task Total
Grant and Loan Administration	\$ 9,704.00
Project Construction	\$ 834,902.00
Construction Management	\$ 87,340.00

Total: \$ 931,946.00

CHANGES TO SCOPE OF WORK

Task Number: 2 **Task Cost: \$9,164,354.00**

Task Title: Project Construction

Task Description:

A. The RECIPIENT will execute a contract with a contractor selected in compliance with state law. The RECIPIENT will include ECOLOGY’s specification insert in the contract documents. The RECIPIENT will submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The project includes:

1. Temporary erosion control and water pollution control measures.
 2. Demolition and abandonment of specified structures, equipment, and underground utilities.
 3. Replacement of existing headworks, concrete structure, grit removal system, influent flow meter, automatic sampler, monitoring instruments, and flow distribution box.
 4. Secondary treatment improvements including new aeration basin, anoxic selector basins, blower building, and addition of fine bubble diffusers to the existing oxidation ditch.
 5. Disinfection upgrades of new UV channel and modifications to existing UV channel.
 6. Electrical system improvements including new service, generator, motor control centers, and lighting.
 7. SCADA replacement.
 8. Laboratory remodel.
 9. Minor civil site, non-potable water, and stormwater conveyance utility improvements.
 10. Installation of approximately 900 linear feet of 8” sewer pipe on East Loop Road and Frank Johns Road, with associated laterals and manholes, trench dewatering, excavation of boulders, and restoration of disturbed surfaces
- C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff to the meeting.
- D. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project. The RECIPIENT will submit change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders will be submitted within 30 days after execution.
- E. As a condition of receiving this funding, the RECIPIENT will provide ECOLOGY with a plan for increasing user rates necessary to support this loan. The plan will be provided within six months of signing the loan agreement. The plan will include the total revenue requirement and the user rates necessary for the RECIPIENT to operate and maintain the funded utility, to establish reserves to pay for equipment replacement, and to pay debt service. The plan will identify a schedule of rate increases necessary to achieve the total revenue requirement by the estimated date of loan repayment.
- F. As a condition of receiving this funding, the RECIPIENT will review their energy use looking for cost effective energy savings. The RECIPIENT may also submit documentation of an energy efficiency review conducted within the last 5 years.
- G. As a condition of receiving this funding, the RECIPIENT will develop an asset management program. The RECIPIENT will certify that a program that contains at least the minimum required elements has been developed and is being implemented:
- H. The RECIPIENT will conduct appropriate cultural resources reviews of the project. The RECIPIENT will provide a 21-02/106 Cultural Resources Review form. The RECIPIENT will provide any additional information for ECOLOGY to lead the required cultural resources consultation.
- I. The RECIPIENT will complete an Ecology inadvertent discovery plan template for the project.

Task Goal Statement:

Complete the construction in accordance with the approved Plans and Specifications.

Task Expected Outcome:

Complete the construction in accordance with the approved Plans and Specifications.

Deliverables

Number	Description	Due Date
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2.1	Documentation of the RECIPIENTS procurement process.	
2.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract.	
2.3	Minutes of the pre-construction meeting.	
2.4	A copy of all change orders.	
2.5	Sewer Revenue and User Rate plan.	
2.6	Documentation of an energy efficiency review.	
2.7	Certification that the asset management program (fiscal sustainability plan) has been developed and is being implemented.	
2.8	Documentation of an energy efficiency review.	
2.9	21-02/106 Cultural Resources Review form.	
2.10	Inadvertent Discovery Plan.	

CHANGES TO SCOPE OF WORK

Task Number: 3 **Task Cost:** \$1,033,553.00

Task Title: Construction Management

Task Description:

- A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY’s specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.
- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan will describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.
- C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.
- D. Upon completion of construction, the RECIPIENT will provide ECOLOGY’s Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).
- E. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately

shown on the as-built plans.

F. The RECIPIENT will provide startup services for the constructed WWTP improvements.

Task Goal Statement:

Provide adequate and competent construction management and inspection for the Project.

Task Expected Outcome:

Provide adequate and competent construction management and inspection for the Project.

Deliverables

Number	Description	Due Date
3.1	Executed contract for construction management services.	
3.2	Documentation of the RECIPIENT's process for procuring engineering services.	
3.3	Construction Quality Assurance Plan.	
3.4	"As-built" plans.	
3.5	Declaration of Construction completion.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan	0 %	\$ 0.00	\$ 9,369,425.00	\$ 9,369,425.00
Centennial Grant	0 %	\$ 0.00	\$ 931,946.00	\$ 931,946.00
Total		\$ 0.00	\$ 10,301,371.00	\$ 10,301,371.00

