

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** A-5

**DATE:** August 12, 2010

**SUBJECT:** Revised Amendment #7  
Brown and Caldwell  
Centrifuge Project Completion

**CONTACT PERSON:** Connie Dunn, Public Works Director



**ISSUE:**

The issue before the City Council is to authorize the Mayor to sign Contract Amendment # 7, (Attachment A), with Brown and Caldwell not to exceed \$4,720 to provide final documents to Department of Ecology regarding the Centrifuge Project.

**STAFF RECOMMENDATION:**

Authorize the Mayor to sign Contract Amendment # 7, not to exceed \$4,720 with Brown and Caldwell to provide final documents required by Department of Ecology regarding the centrifuge project.

The budget submitted by Brown and Caldwell is \$4,720 to be allocated from the Centrifuge Project. The tasks in amendment # 7 are required to be complete so the Department of Ecology will release the remaining funds of the Legislative Proviso (\$50,000) that was awarded to the City of Sultan for the Centrifuge Project.

**SUMMARY:**

On June 24, 2010, staff presented to the council amendment # 7 with a budget not to exceed \$7,000, council denied approval. Since that time staff has been working with DOE, Brown and Caldwell to reduce the cost of service to the City, having Brown and Caldwell do the required work that needs an engineer stamp.

On June 1, 2010, the city was notified that Brown and Caldwell had currently depleted the budget amount allocated for Amendment # 6 (\$83,800). This included the contingency fund of \$6,700 approved by City Council on March 11, 2010. The remaining project items needed to complete the centrifuge project was stopped until staff received an amendment to the Brown and Caldwell contract and new scope of work with a budget for the unfinished tasks on the Centrifuge Project. Brown and Caldwell prepared Amendment # 7 with a detailed scope and budget for the remaining work, staff presented to Council on June 24, 2010 for \$7,000, Council rejected the proposed amendment and additional budget request. The City, Brown and Caldwell, and DOE have met to resolve items that need to be completed on the drawings of record and the operation and maintenance manual. The consultant revisited

Amendment # 7 and budget, presented tonight is the revised amendment and budget (Attachment A).

**Amendment # 7**

Amendment # 7 addresses additional work related to the services during construction (SDC) included in Amendment # 6. This included extended project management, out-of-scope-services, and additional coordination with Department of Ecology (DOE) related to the Operations & Maintenance (O&M) manual. The remaining work is an estimate for services during construction. Services will be provided at the City's request to the extent the proposed budget allows. If additional works is required, this work will be completed on a time and material basis upon prior approval by City Council before proceeding with the work.

The specific elements of the work in amendment # 7 are subdivided into the same tasks as Amendment # 6.

<b>Task</b>	<b>Title</b>	<b>Project Status</b>	<b>Cost</b>
<b>Services During Construction</b>			
100	Project Management	Invoices and back-up material and documentation. Status report to be submitted with each monthly invoice	\$ 3,024 Amendment #7 Budget shows this item as Task 710
200	Submittal Review	Completed as part of Amendment #6	
300	Miscellaneous Office Engineering	Review as-built drawings	Completed as part of project Management
400	Change Order Preparation	Completed as part of Amendment #6	
500	Field Services	Completed as part of Amendment #6	
600	OM Manual	Consultant will provide a final copy of the record drawings to DOE and the City of Sultan. Includes one field visit with Ken Ziebert, DOE Project Manager, and incorporate the centrifuge O&M manual into the plants existing O&M manual.	\$ 1,696 Amendment #7 Budget shows this item as Task 760
<b>Contingency</b>			
199	Contingency	Completed as part of Amendment #6.	
<b>WWTP Program Services</b>			
700	WWTP Program Services	Completed as part of Amendment #6	Total Cost \$4,720

**BACKGROUND:**

In 2006, the City of Sultan signed a contract with Brown and Caldwell to write an Engineering Report for the Wastewater Treatment Plant (WWTP) Upgrade. Many

individual interests were represented in work sessions held with the consultant at the WWTP in early 2006. Through the Engineering Report it was determined a Membrane Bio Reactor (MBR) Plant would maintain the footprint of the existing property and would accomplish what was needed at the time.

Since the original design contract award to Brown and Caldwell in 2006, they have helped the city write grants, prepare legislative bulletins, participated in meeting with legislators, work on alternatives to full treatment plant improvements through short-term improvements to the wastewater system and plant. The original contract did not cover the changed needs of Sultan. The Council has approved amendments to the original contract to accomplish meeting the needs at the WWTP.

#### **Amendment # 5**

Amendment # 5 deleted the scope of work for tasks and portions of tasks that had not been started to develop beyond the current 50 percent design completion level.

Similarly, this Amendment reallocates the entire remaining contract budget balance, \$544,309 to the contingency fund for addressing any unforeseen tasks described in Amendment 5 - centrifuge design (complete), PWTF modifications (complete), and binding the 50 percent deliverable and other Council approved task that may come up during work being completed in Amendment 5.

Amendment # 5 created a new task 400 the objective was to provide design consulting services for the installation of a new centrifuge in the existing equipment building. Prepare a brief report for Department of Ecology (DOE) that describes the project and how it coordinates with the approved Engineering Report for the Sultan WWTP. Prepare design calculations, drawings and specifications, for bidding process and procedures. Respond to questions, prepare and issue addenda, conduct pre-bid conference and assist with bid evaluation.

In 2008 Brown and Caldwell was directed to amend the contract to supply design, bid documents, bid tabulations, contract submittals and services during construction, which they did. During the dry months of July through September, 2009 the Centrifuge Equipment was installed under Amendment # 6 and a majority of the final documentation required by DOE. Amendment # 7 would finish the requirements of DOE documentation and the legislative proviso Sultan received in 2008.

#### **Amendment # 6**

Amendment # 6 provided for services during the construction of the Centrifuge Project and address miscellaneous tasks to assist the City with advancing the wastewater treatment plant (WWTP) upgrade program for \$83,800. This scope of work was assumed to that all construction activities would be completed by December 31, 2009.

#### **FISCAL IMPACT:**

Amendment # 7 will produce the final documents needed to complete the centrifuge project. Brown and Caldwell defined the following work that needs to be completed:

Tasks	Costs
Administration Tasks of preparing invoices, staff management, monitor scope and progress, and prepare progress reports.	\$1,696
Completing the drawings of record, converting the drawings into electronic format.	
Coordination and providing information to Department. Of Ecology (DOE), Ken Ziebert, for requirements of project approval.	<u>\$3,024</u>
The Total Cost	<b>\$4,720.</b>

The budget submitted by Brown and Caldwell is \$4,720.00 to be allocated from the Centrifuge Project. The tasks in amendment # 7 are required to be completed so Department of Ecology (DOE) will release the remaining funds of the Legislative Proviso (\$50,000) that was awarded to the City of Sultan for the Centrifuge Project.

**DISCUSSION:**

This is a difficult situation. On the one hand, the city negotiated a contract for services in Amendments # 5 and 6 that included similar tasks proposed in Amendment # 7. When staff reviewed the specific language in Amendments # 5 and 6 it is not entirely clear the tasks in Amendment # 7 were included.

For example, Amendment # 6 includes preparing the operations and maintenance manual. It does not include getting DOE approval of the manual. DOE approval has been the portion the city asked Brown and Caldwell to complete to meet the requirement of an Engineer Stamped Drawing, Operations and Maintenance Manual with the project engineer of record stamp.

The work in Amendment # 7 will be partially completed by staff, including the new Public Works Director. This work will take priority over some of the current tasks such as Water System Plan and General Sewer Plan tasks, Short-Term improvements at the Wastewater Treatment Plant development including grant applications, Sultan Basin Road involvement and over view, NPDES Permit application completion, ordering survey of Marcus Street.

After careful consideration, meetings and review, staff is recommending council approve Amendment # 7 for the amount of \$4,720.

This is the last amendment to the Brown and Caldwell contract. Future work will be through the consultant hiring process, including call for Statement of Qualifications (SOQ), on-call consultant services and the future Public Works Director. For example, short-term improvements, design work for capital projects – force main under the Sultan River, lift station design, intermediate pump station, etc.

**ALTERNATIVES:**

1. Authorize the Mayor to sign Amendment # 7 with Brown and Caldwell to cover the tasks as outlined above with details in Attachment A.
  - The tasks needs to be complete so Department of Ecology will release the remaining funds on the Legislative Proviso that was awarded to the City of Sultan for the Centrifuge Project
  - The work to be completed in Amendment # 7 requires professional engineering, time and expertise that Sultan’s current staff does not have.
  - Complete this project so we can be in good standing for any future proviso for the Wastewater Treatment Plant that may become available.
  
2. Do not authorize the Mayor to sign Amendment # 7 with Brown and Caldwell.
  - Due to staff time (city and consultant) restraints this project was not completed by December 31, 2010
  - For City Staff time is still a valuable commodity that limited as well as current abilities.

**RECOMMENDED ACTION:**

1. Authorize the Mayor to sign Amendment # 7 with Brown and Caldwell, not to exceed \$4,720, to include the cost to continue with the contract and construction management, financing assistance, centrifuge design and bid services.

**ATTACHMENTS**

- A      Brown and Caldwell – revised Amendment # 7  
          Scope and Budget

CITY OF SULTAN

SERVICES DURING CONSTRUCTION (SDC) OF THE CENTRIFUGE PROJECT

EXHIBIT A

SCOPE OF WORK

The Scope of Work for Amendment 6 provided for services during construction of the Centrifuge Project and addressed miscellaneous tasks to assist the City with advancing the wastewater treatment plant (WWTP) upgrade program. The Scope of Work related to Amendment 6 assumed that all construction activities would be completed by December 31, 2009. Although the expected Centrifuge Project construction duration was about 8 months, the majority of the construction was concentrated in a 30-day period around August/September 2009.

This Amendment 7 addresses additional work related to the SDC under Amendment 6, including extended project management and additional coordination and meeting with DOE related to the O&M manual. The specific elements of the work in this Amendment 7 are subdivided into the same phases as Amendment 6:

<b>Phase</b>	<b>Title</b>
<b>Services During Construction</b>	
100	Project Management
200	Submittal Review
300	Miscellaneous Office Engineering
400	Change Order Preparation
500	Field Services
600	OM Manual
<b>Contingency</b>	
199	Contingency
<b>WWTP Program Services</b>	
700	WWTP Program Services

The details of the work related to each phase are indicated in the following document. When phases have been completed as part of Amendment 6, the phase has been indicated as "Phase completed as part of Amendment 6; no further work included."

Activities are specific to remaining work negotiated for services during construction. Services will be provided per this scope of work only. Additional work will require an amendment to the Contract. The scope assumes that all work provided will be completed within 6 weeks from notice to proceed. This will be considered the Contract period. Any extension of this period will require an amendment to the Contract.

## **Phase 100 Project Management for Services During Construction**

The expected Centrifuge Project construction duration was approximately 8 months per Amendment 6, and the majority of the construction was concentrated in August/September 2009. Previously anticipated compensation for the project management task was based on a 2-month duration (recognizing most of the construction would be concentrated within 2 months even though the overall project duration would be longer) and allotted for up to 20 hours per month for project management services.

The extended schedule resulted in additional project management activities beyond those anticipated for the SDC under Amendment 6. For this Amendment 7, an additional 23 hours are required for project management related activities.

**Objective.** To manage, administer, and provide ongoing coordination for efficient utilization of resources for the Project. This task includes technical and financial management of the contract, liaison with the City Public Works staff and WWTP operations staff. This task also includes providing accounting and providing activity status reports for all work associated with the Project.

**Approach.** Specifically, this task includes the following activities:

1. Coordinate staff and resources for the completion of this project.
2. Prepare invoices, including backup materials, progress reports, and updated project schedule. Invoices are to be submitted by the 15th of every month for work done the prior month.
3. Communicate with the City's Project Manager regarding scope progress and schedule issues.
4. Prepare progress reports in the form of a letter with the invoices. Progress reports shall include a task by task summary for each of the following two sections:
  - a) The work done to date including tabular depiction of percent of task budget expended vs. percent complete for each task or task series
  - b) Any potential issues of importance. Also, the progress reports shall include a section discussing the overall composite project schedule and budget status.
5. Participate in one two-hour meeting with the Department of Ecology (DOE) regarding scope for O&M.
6. Project closeout procedures, including project write-up, updates of project delivery system, and filing.

### **Work Products.**

1. Invoices, invoice back-up material, and documentation as described above.
2. Status report with the invoices

**Phase 199 Contingency**

Phase completed as part of Amendment 6; no further work included.

**Phase 200 Submittal Review**

Phase completed as part of Amendment 6; no further work included.

**Phase 300 Miscellaneous Office Engineering**

Phase completed as part of Amendment 6; no further work included.

**Phase 400 Change Order Preparation**

Phase completed as part of Amendment 6; no further work included.

**Phase 500 On-Site Field Services**

Phase completed as part of Amendment 6; no further work included.

**Phase 600 Operations and Maintenance Manual**

The objective of Phase 600 was to provide an operations and maintenance manual describing system startup procedures, shutdown procedures, normal system operating conditions and procedural maintenance required for proper system operations. Brown and Caldwell prepared an O&M Manual describing the operations of only the new or modified facilities, including normal operations, emergency operations, and system controls and alarm conditions. (The O&M manual was largely provided by the Centrifuge Manufacturer but required modification to ensure it would be integrated with the rest of the WWTP – as indicated in Amendment 6.) The draft version of the O&M manual was submitted to DOE on December 29, 2009 in electronic format (via email). Comments were received from DOE and responded to on April 25, 2010.

The remaining work required to complete the requirements from DOE includes the following:

- Production of “partial record drawings.” Per Ken Ziebart’s (DOE) instructions, the record drawings shall be Brown and Caldwell’s design drawings with engineer’s stamp removed and a clear indication on each drawing that these are “Partial Record Drawings.” The record drawings will be prepared in electronic format to be placed on two CDs. Each CD shall

include the "Partial Record Drawings" from Brown and Caldwell, as well as a scanned version of Triad's as-built drawings.

- Inclusion of plant capacity according to centrifuge solid capacity DOE required that a plant capacity be added based on the centrifuge capacity – this will be added to drawing G-003 and to Section 4.8.6 of the O&M manual. No further edits to either document will be made.

The above scope assumes that the City of Sultan has accepted Triad's as-built drawings under Phase 300. No further review or coordination with Triad is included.

This scope includes no further coordination with DOE by Brown and Caldwell.

### **Products.**

- The Consultant will provide a final electronic copy (two CDs) of the record drawings to the City of Sultan that incorporates the partial record drawings and Triad's as-built information, as indicated by DOE. This scope of work provides up to 15 hours for this task.
- The Consultant will provide two (2) copies; one (1) hard copy and one (1) electronic copy on a CD; of the updated O&M manual (Chapter 4) to the City.

**City Responsibilities.** Official transmittal of the record drawings and O&M manual to DOE.

- The City will submit two (2) copies of the record drawings on CDs provided by Brown and Caldwell to the DOE. This transmittal will include a cover letter for DOE requesting review and acceptance of the record drawings. When accepted, DOE will return an acceptance letter and one CD of the record drawings to the City.
- The City will submit two (2) copies; one (1) hard copy and one (1) electronic copy on a CD; of the updated O&M manual (Chapter 4) provided by Brown and Caldwell. This transmittal will include a cover letter to DOE requesting review and approval of the O&M manual. When approved, DOE will return a letter of acceptance to the City.
- The City will meet with Ken Ziebart to review the installation and incorporate the updated Chapter 4 of the O&M manual into the existing O&M manual.

### **Phase 700 WWTP Program Services**

Phase completed as part of Amendment 6; no further work included.

		Vestergaard, Hansen, Bc	Kelly, Kathleen T	Deaeria, Damlon	Plancic, Steve M	Wharton, Kara G	Kimball, Kelly J	Kelly, Richard T	Kelsey, Kimberly A	
Phase	Phase Description	PM	PA	CAD	CAD lead	Accounting	Electrical	Process	MM	Total Labor Hours
700	Services During Constructk	\$141.70	\$80.00	\$73.06	\$139.07	\$74.91	\$120.51	\$138.50	\$163.39	
		24	3	6	1	2	0	1	1	38
710	Project Management	18	2	0	0	2	0	0	1	23
760	O&M Manual	6	1	6	1	0	0	1	0	15
<b>GRAND TOTAL</b>		<b>24</b>	<b>3</b>	<b>6</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>38</b>

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

	Transmittals and production			
Total Labor Effort		Total ODCs	Total Expense Cost	Total Effort
4,670	50	50	50	4,720
3,024	0	0	0	3,024
1,646	50	50	50	1,696
<b>4,670</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>4,720</b>