

**Amendment No. 3 to the  
Consulting Services Contract dated March 3, 2023  
City of Waukesha–Strand Associates, Inc.®**

**Project Name: Clean Water Plant Biogas Purification and Sludge Drying with Facilities Enhancements-2023**

This is Amendment No. 3 to the referenced Contract. The purpose of this Amendment is to modify the scope, schedule, and fee as described herein. All terms and conditions remain in force, except as specifically amended herein.

Now, therefore the City and the Consultant agree to amend the Contract as follows:

1. **Scope of Services**, CHANGE both instances of Schedule B to “Schedules B and D” and ADD the following:

“Services under Schedule B are complete.”

3. **Payment**, REPLACE the second sentence with the following:

“The City shall pay to Consultant a total fee of \$1,020,000 for performance of the Services described in Schedule D, payable in monthly installments. Consultant shall invoice City monthly for services performed in the previous month, and all invoices shall be payable net 30 days.”

4. **Time**, CHANGE April 30,2025, to “December 31, 2027.”

**City of Waukesha**

**DRAFT**

By Alex Damien, Director of Public Works

Date: \_\_\_\_\_

**Strand Associates, Inc.®**

**DRAFT**

By Joseph M. Bunker, Corporate Secretary

Date: \_\_\_\_\_

**Schedule D****ADDITIONAL SCOPE OF SERVICES**

Consultant will provide the following services to City:

**Construction-Related Services**

These services and the associated compensation are based on the following anticipated construction schedule and construction contract dates: a Notice to Proceed date of April 3, 2025; a substantial completion date of June 30, 2027 (approximately 26 months from Notice to Proceed); and a final completion date of September 30, 2027 (approximately 29 months from Notice to Proceed).

1. Contract Administration
  - a. Review an initial schedule of values and list of subcontractors and suppliers.
  - b. Review and respond to construction contractor requests for information.
  - c. Review contractor's schedule each month for up to 26 months of construction.
  - d. Process contractor's change orders.
  - e. Send cost proposal requests to City for review and to contractor for possible changes in work scope.
  - f. Review shop drawings. Up to two submittal reviews have been included for each specification item. Additional reviews shall be considered additional services.
  - g. Attend the preconstruction conference and prepare and distribute agenda and meeting minutes.
  - h. Attend up to 26 monthly construction progress meetings with the project manager and resident project representative (RPR). Prepare agenda and minutes for each meeting.
  - i. Review monthly payment requests. Consultant's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to City free and clear of any liens, claims, or other encumbrances. Any such service by Consultant will be provided through an amendment to this Contract.
  - j. Conduct one partial utilization for the Administration Building and one substantial completion review for the remainder of the project. Develop a substantial completion list of items to be completed or corrected.
  - k. Conduct one final completion review with City and contractor.
2. RPR Services
  - a. Provide up to 1,560 hours of RPR services to observe construction. In furnishing observation services, Consultant's efforts will be directed toward determine for City that the completed project will, in general, conform to the Contract Documents; but Consultant will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
3. Start-up and Training: Provide up to 200 hours of start-up assistance including consultation with City, observation of start-up and training by equipment manufacturers, response to operator's inquiries, and attendance at classroom training sessions.
4. Operation and Maintenance (O&M) Manual
  - a. Provide a new O&M manual for the biosolids drying process. Provide an electronic version of the O&M manual.
  - b. Organize equipment O&M manuals and deliver to City for City's use.
5. Record Drawings: Prepare record drawings based on contractor's marked up drawings. Record drawings will be transmitted to City in both paper and electronic portable document format on a flash drive. Consultant is providing drafting services for record drawings only based on the records presented to Consultant by contractor and City. Consultant will not be liable for the accuracy of the record drawing information provided by contractor and City.

6. Supervisory Control and Data Acquisition (SCADA) Review
  - a. Review modifications to the existing SCADA system human-machine interface (HMI) graphics, which will be developed by contractor. Answer contractor's questions related to new and existing process control logic and HMI graphics modifications.
  - b. Attend contractor-led factory acceptance testing at the contractor's facility for new programmable logic controller (PLC)-based control panels provided by the contractor. Factory acceptance testing will include testing PLC inputs and outputs and their representation on the new SCADA system HMI graphics, and new process control logic. This includes up to two five-day trips to the contractor's testing facility.
  - c. Attend contractor-led site acceptance testing at the wastewater treatment facility for new PLC-based control panels provided by the contractor. Site acceptance testing will include testing PLC inputs and outputs and new process control logic. This includes up to five two-day trips to the wastewater treatment facility.

#### SERVICE ELEMENTS NOT INCLUDED

The following services are not included in this Contract. If such services are required, they will be provided through an amendment to this Contract or through a separate agreement with City.

1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.
2. Additional Site Visits, Meetings, and/or Facility Tours: Additional City-required site visits, meetings, or tours of existing facilities with similar equipment.
3. Geotechnical Engineering: Geotechnical engineering information will be required and provided through City and City's geotechnical consultant. Consultant will assist City with defining initial scope of geotechnical information that is required to allow City to procure geotechnical engineering services.
4. Permit and Plan Review Fees: All permit and plan review fees shall be paid by the City.
5. Preparation for and/or Appearance in Litigation on Behalf of City: Any services related to litigation.
6. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse City for Consultant's cost for evaluating substitute products. Consultant's cost for such evaluations is not included.
7. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
8. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.
9. Unsolicited Media: Review or analysis of unsolicited media, including but not limited to photographs, videos, and drone footage provided by City, contractor, or any other party.
10. Variable Frequency Drive (VFD) Harmonic Analysis: Harmonic analysis to confirm compliance with IEEE 519 or evaluation of alternative VFD manufacturers for the primary influent and primary effluent pump VFD replacements.