

### AMENDMENT #3 TO BASE AGREEMENT

This Amendment is made and entered into this 12th day of October, 2015, by and between the City of Muscatine, IA (hereinafter referred to as the "Owner") and the firm of Stanley Consultants, Inc., Muscatine, IA (hereinafter referred to as the "Consultant").

#### WITNESSETH:

WHEREAS, the parties hereto have entered into an agreement, Contract # PZ11-13-2009-11, executed on 19 August 2010 to provide Phase I Environmental Study (NEPA) and Preliminary Engineering/Design services for the **Owner** for the Mississippi Drive corridor located in Muscatine, Iowa; and

WHEREAS, certain amendments to the terms and conditions of the original agreement between the parties need to be made to reflect a change in scope of work and payment:

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

The **Owner** has requested the **Consultant** to complete historic building documentation of the Puritan Ice Company Building.

The **Consultant** understands that the Puritan Ice Company Building is to be documented in accordance with requirements outlined in Appendix G of the Memorandum of Agreement for the Mississippi Drive Corridor Reconstruction Project.

The **Consultant** shall incorporate both the description and historical narrative into a for-public booklet that includes all the chapters outlined in the MOA. One hard, unbound copy will be submitted to the **Owner** and Iowa SHPO for review. The **Consultant** will make all necessary revisions and provide one final copy for the **Owner** to review. The final for-public booklet will be no more than sixteen pages in length and will be spiral bound with a color cover.

The **Consultant** has agreed to begin work within two weeks upon receiving notice-to-proceed (NTP) with delivery of all final products by May 2016.

The **Consultant** submitted a Scope of Services (Attachment A) and Fee (Attachment B) to the **Owner** for the above-mentioned scope accommodation and associated cost. A maximum amount payable of \$25,000.00 for Amendment #3 has been deemed acceptable by all parties for these services.

#### Cost Summary

<u>Document</u>	<u>Costs</u>	<u>Fixed Fee</u>	<u>Contingency</u>	<u>Amount Payable</u>
(Base) Agreement	\$ 890,540	\$ 70,242	\$ 55,622	\$ 1,016,404
Amendment #1	\$ 68,757	\$ 2,555	\$ 0	\$ 71,312
Amendment #2	\$ 3,000	\$ 0	\$ 0	\$ 3,000
Amendment #3	<u>\$ 25,000</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 25,000</u>
Total	\$ 987,297	\$ 72,797	\$ 55,622	\$ 1,115,716

Except as specifically amended by this agreement, all terms and conditions of the Base Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their proper officials thereunto duly authorized on the date below indicated.

(Consultant)

Stanley Consultants, Inc.

Daniel R. Fullerton Date: 10/12/15

Name: Daniel R. Fullerton, P.E.

Position: Project Principal

ATTEST:

By: Sabrina J. Krichel Date: 10-12-15

Name: Sabrina J. Krichel

Position: Administrative Assistant

CITY OF MUSCATINE, IOWA

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

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization

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

Name: Christy Van Buskirk, P.E.

Position: Local Systems Engineer, District 5

**ATTACHMENT A**

**Scope of Services**



August 17, 2015

Gregg Mandsager  
City Administrator  
City of Muscatine, Iowa

RE: Scope of Work and Cost Estimate to Complete Historic Building Documentation of the Puritan Ice Company Building, Green Street, Muscatine, Iowa

Dear Mr. Mandsager:

Thank you for requesting a proposal to complete historic building documentation of the Puritan Ice Company Building, located on the east side of Green Street in Muscatine, Iowa. As you may know, the Louis Berger Group, Inc. (Louis Berger) conducted the emergency photo documentation of the Puritan Ice Company Office building in November 2014. Louis Berger understands that the Puritan Ice Company Building is to be documented in accordance with requirements outlined in Appendix C of the Memorandum of Agreement for the Mississippi Drive Corridor Reconstruction Project. The documentation is to be formatted as a for-public booklet of approximately 15 pages in length.

### *Scope of Work*

#### *Photo-documentation*

Louis Berger will document the property using digital photography in accordance with Iowa SHPO Standards for Digital Photography. Sufficient views will be taken of the property to document the building, its setting, and architectural details on the exterior and interior of the building. Louis Berger architectural historians will also collect rough measurements of the interior and exterior of the property to complete the sketch floor plans required for the documentation package. Louis Berger architectural historians will complete a photo-documentation package with black and white photographs, sketch floor plans and other field documentation for submittal to the Iowa State Historic Preservation Office (SHPO) within one month of notice-to-proceed so that the demolition of the property can commence.

#### *Background Research*

Louis Berger will conduct background research on the history of the building using newspapers, local histories, city directories, and Sanborn fire insurance maps. Repositories to be consulted may include: Musser Public Library, Muscatine History and Industry Center, State Historical Society Library of Iowa in Iowa City; and the Iowa SHPO in Des Moines, if necessary. The Upper Mississippi Valley Digital Image Archive as well as the photograph collections at the Musser Public Library feature a large collection of photographs relating to the ice industry in Muscatine and the Puritan Ice Company.

From this information, Louis Berger will complete a historical narrative sufficient to complete Parts II (Historical Background), III (Construction History), and IV (Significance) of the for-public booklet. Historical research will focus on the organizational and management changes of the company, the operational and structural changes to the business, and how the Puritan Ice Company property compared to similar properties in the city.

*Public Booklet*

Louis Berger will incorporate both the description and historical narrative into a for-public booklet that includes all the chapters outlined in the MOA. One hard, unbound copy will be submitted to the City and Iowa SHPO for review. Louis Berger will make all necessary revisions and provide one final copy for the City to review. The final for-public booklet will be no more than sixteen pages in length and will be spiral bound with a color cover.

***Deliverables***

- One set of 5x7” black and white photographs and one CD-R of original digital photographs documenting the property for submittal to the Iowa SHPO;
- One bound copy of the for-public booklet with all accompanying graphic materials as specified in the MOA for submittal to the Iowa SHPO;
- Twenty-five bound final copies of the for-public booklet; and
- Two electronic copies (one hi-resolution, one medium-to-low resolution) of the for-public document in PDF format for distribution as outlined in the MOA.

***Schedule***

Louis Berger will initiate the photo documentation of the property within two weeks upon receiving notice-to-proceed (NTP). The proposed schedule for the project is as follows, assuming a NTP date no later than September 8, 2015:

Photo-Documentation Fieldwork.....	Week of September 28, 2015
Background Research.....	Week of September 28, 2015
Submit Photo Documentation to SHPO.....	October 16, 2015
Draft For-Public Booklet to SHPO.....	February 2016
Revised For-Public Booklet to City and SHPO .....	May 2016
Delivery of All Final Products .....	May 2016

***Budget***

Louis Berger estimates to complete the historic building documentation with SHPO review for a time and materials not-to-exceed fee of \$25,000.00.

Sincerely,



Hope Luhman, PhD, RPA  
Vice President, Cultural Resources

crd  
cc: E. Barr

**ATTACHMENT B**

**Fees & Payment**

**COST PROPOSAL**  
**Documentation of Puritan Ice Company**  
**Muscatine, Muscatine County, Iowa**  
**8/14/2015**

<b>DIRECT LABOR</b>	<b>HOURS</b>	<b>RATES</b>	<b>TOTALS</b>
<b>Task 3 Fieldwork and Background Research</b>			
Assistant Architectural Historian (Barr)	36	\$49.64	\$1,787.13
Senior Architectural Historian (Deiber)	36	\$96.53	\$3,475.03
Subtotal Task 3	72		\$5,262.16
<b>Task 6 Booklet Preparation</b>			
Principal Architectural Historian (Bedford)	4	\$142.69	\$570.76
Assistant Architectural Historian (Barr)	40	\$49.64	\$1,985.70
Architectural Historian II (Deiber)	64	\$96.53	\$6,177.82
Senior Editor (Moiseev)	16	\$68.94	\$1,102.99
Principal Draftsperson (Horsford)	16	\$83.05	\$1,328.85
Subtotal Task 6	140		\$11,166.12
Total Labor	212		\$16,428.28
<b>Task 7 Booklet Revisions</b>			
Principal Architectural Historian (Bedford)	1	\$142.69	\$142.69
Assistant Architectural Historian (Barr)	4	\$49.64	\$198.57
Architectural Historian II (Deiber)	4	\$96.53	\$386.11
Senior Editor (Moiseev)	4	\$68.94	\$275.75
Principal Draftsperson (Horsford)	4	\$83.05	\$332.21
Subtotal Task 6	17		\$1,335.33
Total Labor	301		\$23,025.77
<b>DIRECT EXPENSES</b>			
Vehicle Rental (sedan)	4	days @	\$55.00
Vehicle Fuel	4	days @	\$35.00
Lodging	8	person days @	\$77.00
Meals & Incidental Expenses	8	person days @	\$46.00
Drexel Printing			\$500.00
Non-perdiem Expenses			\$130.23
Total Expenses			\$1,974.23
<b>TOTAL LABOR</b>			<b>\$23,025.77</b>
<b>TOTAL EXPENSES</b>			<b>\$1,974.23</b>
<b>TOTAL PROJECT COST</b>			<b>\$25,000.00</b>

Vehicle Rental Rates per Enterprise  
Lodging & Meals per GSA Maximum Conus