



WATER POLLUTION CONTROL

MEMORANDUM

To: Gregg Mandsager, City Administrator

Cc: Nancy Lueck, Finance Director

From: Roger Kirby, Director WPCP

Date: June 25, 2012

Re: Supplemental Agreement with Stanley Consultants, Inc

INTRODUCTION: The city council approved an agreement with Stanley Consultants on January 19, 2012 for the engineering design of renovations to the Bond and Schley Pump Stations. We anticipated splitting the project into two separate projects to stay under the \$100,000 limit for public hearings, other special bidding regulations and preparation of documents including instruction to bidders, bid forms, bid bonds, performance bonds, maintenance bonds, and other related requirements. After starting the design phase and having discussions with Stanley it appeared to be better to follow all of the procedures necessary for the over \$100,000 limit and make it one project with one contractor and avoid any problems that dividing the project may cause.

RECOMMENDATION/RATIONALE: The original agreement with Stanley Consultants was for \$20,000 that was approved by the council. They have submitted a Supplemental Agreement which amends the original agreement and converts the previously prepared technical specifications to a formal bidding document for \$3,500. I have attached a copy of both "Exhibit 1's- Scope of Services" for the project. Staff has reviewed the request and recommends approval of the additional \$3,500 for the Supplemental Agreement. Please include this item on the agenda for council approval on July 5, 2012.



PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of 09 January, 2012 between CITY OF MUSCATINE (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT requires engineering services for the rehabilitation of, and improvements to, the Bond Street and Schley Street Sanitary Sewer Pump Station Buildings (hereinafter called the "project").

CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 2.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
4. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
5. Following exhibits are attached to and made part of this Agreement:

Exhibit 1 - Scope of Services

Exhibit 2 - Compensation

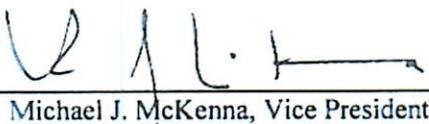
Exhibit 3 - Standard Terms and Conditions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

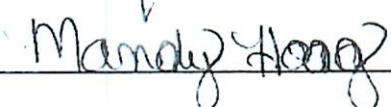
STANLEY CONSULTANTS, INC.

CITY OF MUSCATINE

By:


Michael J. McKenna, Vice President

Attest:


Mandy Hoenig

Address for giving notices:

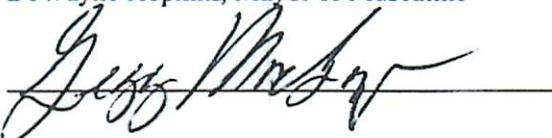
STANLEY BUILDING
225 IOWA AVENUE
MUSCATINE, IA 52761-3764

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

By:


DeWayne Hopkins, Mayor of Muscatine

Attest:


Jerry Mays

Address for giving notices:

215 SYCAMORE STREET
MUSCATINE, IA 52761



PROFESSIONAL SERVICES AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

GENERAL

This project consists of renovating two Muscatine pump stations: Pump Station No. 1 on Bond Street, and Pump Station No. 2 on Schley Avenue. Both stations were constructed in 1956 and are nearly identical in design, equipment and materials used. A site visit was conducted on March 18, 2011 at the Schley Pump Station No. 2 and photographs used are from this facility. The renovations required are essentially the same for both stations. The CLIENT is requesting renovation that will prolong the life of the two stations another 50 years. Rusted and corroded materials will be replaced with more suitable materials.

BASIS FOR CONSULTANT's *Scope of Services*:

CONSULTANT's work as described in BASIC SERVICES herein, is intended to provide CLIENT general information to solicit direct quotes from selected Contractors; and assist CLIENT in selection of a Contractor. It is the CLIENT's intent not to issue detailed plans and specification for construction, or competitively bid the project. CLIENT intends to negotiate the price of improvements, based on the submitted quotes, with the preferred Contractor.

The CONSULTANT's deliverables are not at a level of detailed suitable for construction and should be regarded as preliminary in nature.

1.0 BASIC SERVICES

- 1.1 Collect site specific information for each pump station.
- 1.2 Validate "needs" and renovation requirements with CLIENT.
- 1.3 Prepare list of preferred materials of construction and verify with the CLIENT.
- 1.4 Prepare a concept (preliminary) design for both buildings.
- 1.5 Develop Contract Documents (plans and specifications) for demolition.
- 1.6 Prepare Estimate of Probable Construction Cost.
- 1.7 Conduct Pre-Bid Conference.
- 1.8 Respond to bidder's questions.
- 1.9 Prepare and issue addenda.
- 1.10 Attend bid opening, tabulate & evaluate bids, and document recommendation of award.
- 1.11 Assemble and process documents for contract award.
- 1.12 Attend Pre-Construction Conference.
- 1.13 Assist City Staff during construction in answering questions and resolve conflicts.

2.0 ADDITIONAL SERVICES

Services requested by the CLIENT which are NOT included in BASIC SERVICES as described herein, shall constitute ADDITIONAL SERVICES. ADDITIONAL SERVICES may include, but are not limited to:

- Shop drawing review.
- Onsite construction inspection and start up support after award of contract.



PROFESSIONAL SERVICES AGREEMENT

- Bill of material and construction cost estimate updates.
- As-built services for existing plant documentation and new construction documentation.
- Work related to Hazardous Materials

3.0 CLIENT RESPONSIBILITIES

- 3.1 CLIENT will furnish all record drawings, design data and copies of major equipment for existing facilities.
- 3.2 CLIENT will provide site plans showing property lines and easements for each pump station site for new fence.



PROFESSIONAL SERVICES AGREEMENT

EXHIBIT 2

COMPENSATION FOR PROFESSIONAL SERVICES

1.0 Compensation for BASIC SERVICES

1.1 The CONSULTANT will be compensated a LUMP SUM amount of Twenty Thousand Dollars (\$20,000.00) for BASIC SERVICES described in Exhibit 1.0- *Scope of Services*.

2.0 Compensation for ADDITIONAL SERVICES

2.1 Compensation for ADDITIONAL SERVICES will be compensated on an HOURLY BASIS for DIRECT LABOR PLUS REIMBURSABLE EXPENSES, in accordance with the current *Hourly Fees and Charges* in effect at the time the services are performed. Fiscal Year 2011-2012 (Form C 11-12), copy attached.



SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement, made and entered into by and between STANLEY CONSULTANTS, INC. (Consultant) and CITY OF MUSCATINE (Client) amends their agreement of 09 January 2012, for Consultant to provide services to the Client for the Bond and Schley Street Sanitary Pump Stations Project as follows:

Scope of Services

(See attached Exhibit 1)

Time of Beginning and Completion

June 2012 - July 2012

Fees and Payments

(See attached Exhibit 2)

Except as specifically amended by this Supplemental Agreement, all the terms and conditions of the original Agreement dated 09 January 2012 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed on the date below indicated.

STANLEY CONSULTANTS, INC.

CITY OF MUSCATINE

By:


Michael J. McKenna
Vice President

Date:

7/1/2012

By:

DeWayne Hopkins
Mayor of Muscatine

Date:

Attest:

Attest:

By:


Mandy Hoag

By:



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STANLEY CONSULTANTS, INC.

CITY OF MUSCATINE

By:


Michael J. McKenna
Vice President

Date:


7/2/2012

By:

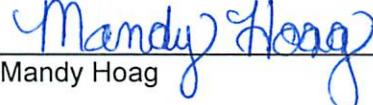
DeWayne Hopkins
Mayor of Muscatine

Date:

Attest:

Attest:

By:


Mandy Hoag

By:



EXHIBIT 1 **SCOPE OF SERVICES**

PART 1 – BASIC SERVICES

CONSULTANT will provide the Professional Services for converting the previously prepared technical specifications to a formal bidding document for the renovation of the Bond Street and Schley Street Sanitary Pump Stations. Work will include:

1.0 Prepare Front End Documents including:

- Drawing List
- Advertisement for Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Statement of Bidder's Qualifications
- Agreement
- Performance and Payment Bond
- General Conditions
- Supplementary Conditions

1.1 Prepare Division 01 Specification Sections as required.

1.2 Mail *Notice-to-Contractors* and to entities required for public bidding.

1.3 Maintain *Bidders List* and mail Contract Documents to interested bidders.

1.4 Participate in *Pre-bid Meeting*.

1.5 Aid City Staff in responding to bidder's questions.

1.6 Attend *Bid Opening*.

1.7 Tabulate and evaluate bids and write recommendation.

1.8 Assemble and process documents for contact award.

1.9 Attend *Pre-construction Conference* if required.

PART 2 – ADDITIONAL SERVICES

SERVICES requested by the CLIENT and agreed to by CONSULTANT, which are NOT included in BASIC SERVICES, as described herein, shall constitute ADDITIONAL SERVICES. ADDITIONAL SERVICES shall be authorized by the CLIENT prior to commencement of the work.

EXHIBIT 2

COMPENSATION FOR PROFESSIONAL SERVICES

1.0 Compensation for BASIC SERVICES

The CLIENT shall compensate CONSULTANT on a LUMP SUM basis for DIRECT LABOR and REIMBURSIBLE EXPENSES for the Professional Services presented in Exhibit 1 – Scope of Services, BASIC SERVICES in the amount of Three Thousand Five Hundred Dollars (\$3,500).

2.0 Compensation for ADDITIONAL SERVICES

Compensation for ADDITIONAL SERVICES will be compensated on an HOURLY BASIS for DIRECT LABOR PLUS REIMBURSABLE EXPENSES, in accordance with the current *Hourly Fees and Charges* in effect at the time the services are performed. Fiscal Year 2012-2013 (Form C 12-13), copy attached.



Hourly Fees and Charges

Fiscal Year 2012-2013

I. Compensation for office-based personnel in the contiguous United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee	Classification	Hourly Fee	Classification	Hourly Fee
BC-1	34.00	BC-10	104.00	BC-19	195.00
BC-2	42.00	BC-11	113.00	BC-20	206.00
BC-3	50.00	BC-12	123.00	BC-21	218.00
BC-4	57.00	BC-13	133.00	BC-22	229.00
BC-5	64.00	BC-14	143.00	BC-23	241.00
BC-6	72.00	BC-15	153.00	BC-24	253.00
BC-7	80.00	BC-16	163.00	BC-25	266.00
BC-8	87.00	BC-17	173.00	BC-26	280.00
BC-9	95.00	BC-18	184.00		

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule. When traveling by public carrier, the maximum charge will be eight hours per day.

II. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.65/mile
Automobile Assigned to Project Site	\$45.00/cal. day
Four-Wheel Drive Vehicles	\$0.80/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$55.00/cal. day
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Global Positioning System Receivers	\$18.50/hour
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%
Duplicating Work	(schedule supplied upon request)
Technical Testing and Surveying Equipment	(schedule supplied upon request)

III. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.

IV. Compensation for use of proprietary computer programs shall be as a surcharge rate applied to the data processing system charges. Compensation for outside computer system services shall be at net cost plus a surcharge rate to cover data communication costs. Compensation for programming, data entry, and consultation shall be in accordance with Article I above. (Schedule supplied upon request.)

V. Interest at the rate of 1-1/2% per month will be charged on invoices not paid within 30 days.

VI. Charges are subject to revision on or after March 31, 2013.