



1459 Washington St.  
Muscatine, IA 52761-5040  
(563) 263-8933  
Fax (563) 263-2127

---

**Public Works**

City Transit  
263-8152

**MEMORANDUM**

Equipment Maintenance  
Roadway Maintenance  
Collection & Drainage  
Building & Grounds  
Engineering

To: Gregg Mandsager, City Administrator  
CC: Fran Donelson, Secretary  
FROM: Randy Hill, Public Works Director  
DATE: July 18, 2013  
RE: Supplemental Agreement No. 1 – Stanley Consultants – West Hill Sewer

**INTRODUCTION:**

The City of Muscatine hired Stanley Consultants, Inc. in September 2010 to design the West Hill Sewer Separation Project. Phase 1 is nearing completion; Phase 2 contract has been let; Phase 3 is under design.

**BACKGROUND:**

During the course of Phases 1 & 2 additional design, bidding and construction services were requested and needed that exceeded the original scope of services. This work included sanitary and storm sewer design work with the associated pavement improvements; design to the 3<sup>rd</sup> Street Parking Lot outside of the construction area; sidewalk and street profile upgrades; preparation of 11 easement plats; and amending bidding documents.

**RECOMMENDATION/RATIONALE:**

The cost for these services is \$42,000 - \$31,800 (SCI) and \$10,200 (Martin & Whitacre). It is staff's recommendation to approve payment of the Supplemental Agreement No. 1.

**BACKUP INFORMATION:**

1. Supplemental Agreement No. 1
- 2.
- 3.
- 4.



# MEMO

**TO:** Gregg Mandsager  
City Administrator  
City of Muscatine

**DATE:** July 10, 2013

**FROM:** Stanley Consultants

**SUBJECT:** West Hill Sanitary & Storm Sewer  
Separation -Supplemental  
Agreement No 1

---

**Purpose:** Describe the work completed beyond the Phase 1 West Hill BASIC SERVICES.

As the design progressed for the Engineering Contract Phase 1 of West Hill, Stanley Consultants (SC) worked closely with the City of Muscatine (City) staff to include their requests and vision for the project. Requests for additional areas of sewer/street design, easement plat preparation, and bidding document modifications were completed by SC. At the time of requests, City staff was notified of the work that was beyond the Basic Services as described in the *Professional Services Agreement (Agreement)*. SC completed the requested work, though compensation was not revised at that time.

The *Professional Services Agreement* indicates that compensation would be revised at the time that the design moved to the next Engineering Contract Phase. The additional compensation associated with the additional work described in Supplemental Agreement No. 1 reflects the amount that SC was not able to be absorbed into the Phase 1 contract fee.

Work completed beyond the BASIC SERVICES of the original Agreement is detailed below:

**Sanitary Sewer:**

- Design sewer at Spruce Street between Alley 5 and Alley 6 – Scope of Services did not include sewer separation on Spruce Street. After reviewing survey data and field information collected by the City, separation of the existing combined sewers in this area was requested.
- Design associated with pavement improvements – replacement pavement design was requested for a street segment that was not included in the Scope of Services. The sewer section between 6<sup>th</sup> Street and Alley 6 included widening of the street from an existing 26' wide HMA (no curb) to a width of 31' PCC (with curb) street to provide parking on the east side. Profile and cross section design was completed. The Scope of Services of the original Agreement only included pavement replacement to match existing street widths.

**Storm Sewer:**

- Design sewer at Linn Street between 6<sup>th</sup> and 7<sup>th</sup> Street –The original Agreement did not include storm sewer separation work on Linn Street. The sanitary sewer alignment was located in the street to minimize impacts to existing power poles located along the west sidewalk. During design, it was determined that locating the sanitary sewer in the street would result in disturbing the existing combined sewer that was to be retained for storm sewer. As a result, a new storm sewer was requested on Linn Street.
- Design associated pavement improvements – replacement pavement design was completed for a street segment that was not included in the Scope of Services.

### Streets:

- Design City parking lot (across 3<sup>rd</sup> Street from City Hall) improvements located outside the sewer construction impact – the pavement area surrounding the existing inlet was designed to improve surface water flow to the inlet, and minimize ponding.
- Design street and sidewalk upgrades (widening and profile/cross slope improvements) for 6<sup>th</sup> Street (Iowa to Locust), Linn Street, Spruce Street and Locust Street – The original pavement design Scope of Services included replacement of pavement to match existing conditions. Additional work included:
  - 6<sup>th</sup> Street (Iowa to Spruce) – improvements to profile and cross slopes. A centerline crown design was required between Linn and Spruce Streets where no crown presently exists.
  - 6<sup>th</sup> Street (Spruce to Locust) – widening of street from existing 26' to 31'. Widening of the street required review of sidewalk, driveway and front yard grades.
  - Linn Street (5<sup>th</sup> alley to 6<sup>th</sup>) – design work included widening of Linn Street from an existing 26' width to 31'; and offsetting the sidewalk from its' existing location of back-of-curb on west side of Linn to provide additional green space.
  - Locust Street (5<sup>th</sup> to 7<sup>th</sup>) – improvements to Locust Street from an existing HMA 26' (with no curb) to a PCC 26' (with curb and sidewalk on one side) street. The addition of curb required profile, cross section and grading design not required for pavement replacement to match existing conditions.

### General:

- Prepare eleven (11) temporary and permanent easement plats – The original Agreement included four (4) easements, and a total of fifteen (15) easements were ultimately prepared. Proposed work in the fill site (ravine) resulted in ten (10) easements.
- Prepare addendum to remove Alternate Bid from the Construction Contract Phase 1 bidding package and modify Alternate Bid design as Construction Contract Phase 2 bidding documents - Potential bidders of the Phase 1 (Base Bid plus Alternative Bid) project indicated potential difficulties bidding on a project of this size. The City requested that the bid documents be revised to eliminate Alternative Bid from the project to provide an opportunity for local contractors to bid on a smaller projects. The Alternate Bid design was then modified to develop Construction Contract Phase 2 bidding documents. Engineering Contract Phase 1 was originally to be prepared as one Construction Contract.
- Additional services resulting from the City's decision to separate the work into two (2) Construction Contracts:
  - Bidding Phase services for the Construction Contract Phase 2.
  - Re-design (including "Exception Documentation") Construction Contract Phase 2 bidding documents to comply with updated Iowa DOT/American Disabilities Act requirements –The design of a project must conform to the current requirements in place at the time of bid letting. Due to the delay in bid letting of a portion of the work, the previously completed design was revisited for conformance to newly released Iowa DOT/Iowa State Urban Design and Specifications design standards for Americans with Disabilities Act compliance.
  - Attend Construction Contract Phase 2 Preconstruction Conference.



## 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 16 September 2010, for Consultant to provide services to the Client for the West Hill Sewer Separation Project, as follows:

### Scope of Services

Additional design, bidding and construction phase services. Work completed beyond BASIC SERVICES included:

- Sanitary sewer:
  - Design sewer at Spruce Street between Alley 5 and Alley 6.
  - Design associated pavement improvements.
- Storm sewer:
  - Design sewer at Linn Street between 6th and 7th Street.
  - Design associated pavement improvements.
- Streets:
  - Design City parking lot (across 3 rd Street from City Hall) improvements located outside of the area of sewer construction impact.
  - Design street and sidewalk upgrades (widening and profile/cross slope improvements) for 6<sup>th</sup> Street (Iowa to Locust), Linn Street, Spruce Street and Locust Street.
- General:
  - Prepare eleven (11) temporary and permanent easement plats.
  - Prepare addendum to remove Alternate Bid from the Construction Contract Phase 1 bidding package and modify Alternate Bid design as Construction Contract Phase 2 bidding documents.
  - Additional services resulting from the City's decision to separate the work into two (2) Construction Contracts.
    - Bidding Phase services for Construction Contract Phase 2.
    - Re-design (including "Exception Documentation") Construction Contract Phase 2 bidding documents to comply with updated Iowa DOT/American Disabilities Act requirements.
    - Attend Construction Contract Phase 2 (D/C) Preconstruction Conference.

### Time of Beginning and Completion

Work has been completed per Client's direction.

### Fees and Payments

#### Summary of Costs:

Stanley Consultants:	\$31,800.00
Martin & Whitacre:	<u>\$10,200.00</u>
Total Cost:	\$42,000.00 (Refer to Exhibit 1 for Cost Breakdown)

Except as specifically amended by this Supplemental Agreement, all the terms and conditions of the original Agreement dated 16 September 2010 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

By: \_\_\_\_\_

Date: 2/14/13

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

Attest:

Attest:

By: \_\_\_\_\_  
Mandy Hoag

By: \_\_\_\_\_



Exhibit 1

West Hill Supplemental Agreement No. 1 Cost Breakout		
• Sanitary Sewer	=	\$4,500
• Storm Sewer		
• Streets	=	\$5,000
• General	=	\$10,200
o Easements Preparation		
o Addendum and Construction Contract Separation	=	\$22,300
<b>TOTAL</b>		<b>\$42,000</b>

Note: Stanley Consultants (SC) attempts to complete 'extra' tasks while absorbing the cost into the existing SC Contract Phase 1 budget. The costs indicated in the table above indicate the portion of the cost for each task that has not been able to be absorbed into the SC contract 1 budget and does not indicate the total cost to complete each "extra" task.