



1202 Musser Street  
Muscatine, IA 52761-1645  
(563) 263-2752  
Fax (563) 263-3720

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**WATER POLLUTION CONTROL**

**MEMORANDUM**

To: Gregg Mandsager, City Administrator

Cc: Nancy Lueck, Finance Director

From: Roger Kirby, Director WPCP

Date: September 9, 2011

Re: V & K Second Amendment to agreement for engineering services

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**INTRODUCTION:** Attached is a letter from Bob Veenstra that was already presented to the council before the meeting on August 18<sup>th</sup>. Bob's presentation included the reasons for extra costs for engineering for the WPCP renovation project. Bob felt that a formal amendment to the original agreement needed to be signed by the city. That document is also attached to this memo.

**BACKGROUND:** Because of the extra length of time to complete the project and a lot of the early weather related problems has required extra time and effort by V&K. This engineering increase also includes resident review services. Bob is very confident there will be no charges beyond this request. We are nearing completion of the project and have started making a punch list for the contractor.

**RECOMMENDATION/RATIONALE:** Staff recommends the city accept and sign the attached Second Amendment to Agreement for Professional Engineering Services. The amendment agreement is an amount not to exceed \$64,000 for both resident review and general services. Please include this item on the council agenda for September 15<sup>th</sup>, 2011.



**VEENSTRA & KIMM, INC.**  
3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

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August 22, 2011

Roger Kirby, Director  
Water Pollution Control Plant  
City of Muscatine  
1202 Musser Street  
Muscatine, Iowa 52761

MUSCATINE, IOWA  
WATER POLLUTION CONTROL PLANT IMPROVEMENTS  
SECOND AMENDMENT TO AGREEMENT

Enclosed are two copies of the proposed Second Amendment to Agreement between the City of Muscatine and Veenstra & Kimm, Inc. for the Water Pollution Control Plant Improvements project. The amendment to agreement in the amount of not more than \$64,000 funds an additional \$25,000 in resident review services and \$39,000 in general services during construction.

The Second Amendment to Agreement is being transmitted to the City of Muscatine for review and consideration.

If you have any questions or comments concerning the project, please contact the writer at 1-800-241-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "H. R. Veenstra Jr." or a similar variation.

H. R. Veenstra Jr.

HRVJr:dml  
20813  
Enclosure

**SECOND AMENDMENT TO AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**WATER POLLUTION CONTROL PLANT IMPROVEMENTS  
MUSCATINE, IOWA**

**THIS SECOND AMENDMENT TO AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the **CITY OF MUSCATINE, IOWA**, a municipal corporation organized under the laws of the State of Iowa, hereinafter referred to as the **City**, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

**WITNESSETH, THAT WHEREAS**, in an Agreement dated May 3, 2007 the City of Muscatine retained the services of the Engineers to provide design and construction administration services for the **Water Pollution Control Plant Improvements**, or **Project**, and

**WHEREAS**, in an Amendment to Agreement dated October 2, 2008, the City of Muscatine retained the services of the Engineers to provide resident review services during construction of the project, and

**WHEREAS**, during the construction of the project the City of Muscatine requested the Engineers to provide additional services not included in the original scope of services, and

**WHEREAS**, the original Agreement and Amendment to Agreement were based on an anticipated 30 month period for construction of the project, and

**WHEREAS**, the Engineers have completed the additional services requested by the City and construction of the project will extend approximately 3 months beyond the original 30 month completion date, and

**WHEREAS**, the City desires to amend the Agreement dated May 3, 2007 as amended on October 2, 2008 to adjust the maximum fee for general services during construction and resident review services to reflect the additional work undertaken by the Engineers, and the additional period of resident review services required under the contract.

**NOW, THEREFORE**, it is hereby agreed by and between the parties that the Agreement dated May 3, 2007 as amended is further amended by the following modifications, to wit:

1. Under **17. COMPENSATION**, "b.", modify the maximum fee for Engineering services to Four Hundred Sixty-four Thousand and 00/100 Dollars (\$464,000.00). This adjustment is an increase of \$39,000.
2. In **17. COMPENSATION**, paragraph "c." as set forth in the Amendment to Agreement, changed the maximum fee for engineering services to a sum of Three Hundred Eighty-five Thousand and 00/100 Dollars (\$385,000.00). This adjustment is an increase of \$25,000.
3. Except as modified in this Second Amendment to Agreement, the terms and provisions of the Agreement dated May 3, 2007 and the Amendment to Agreement dated October 2, 2008 shall remain in full force and effect.

The undersigned do hereby covenant and state that this Second Amendment to Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Second Amendment to Agreement, nor have any of the above been implied by or for any party to this Second Amendment to Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto subscribed their names on the date first written above.

**CITY OF MUSCATINE, IOWA**

**ATTEST:**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By   
President

By 