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MEMORANDUM

WATER POLLUTION CONTROL

To: Gregg Mandsager, City Administrator

CC: Nancy Lueck, Finance Director
Cinda Hilger, Administrative Secretary

From: Jon Koch, WPCP Director

Date: January 8, 2018

Re: High Strength Waste Supplemental Agreement No. 3

INTRODUCTION: The Water Pollution Control Plant (WPCP) staff have negotiated a Supplemental Agreement No. 3 with Stanley Consultants for \$125,000.00 to complete design of the High Strength Waste Project. This agreement will finalize construction design and bring the project to bid allowing construction to begin as soon as contractors are prepared.

BACKGROUND: The MARRVE (Muscatine Area Resource Recovery for Vehicles & Energy) project has been working on the receiving station phase (Phase 1) for high strength organic wastes for three years. Much planning and re-work has been done on the design and equipment requiring Stanley Consultants to incur more costs that need to be approved before final design can be completed. These changes have reduced the size of the project and eliminated nearly \$1 million dollars in estimated construction costs.

The MARRVE Program will be a regional project to reduce landfilling of organic wastes while creating renewable natural gas to reduce greenhouse gas emissions and form a new revenue source for the City. The station will receive raw and packaged organic wastes from residential, commercial and industrial sources that will be fed to anaerobic digesters. Phase 1 is a receiving station that will accept, process and store the organic wastes (mostly inedible food waste and restaurant grease trap waste).

Cost for Phase 1 are estimated at \$3 million with an alternate \$800,000 to expand digester capacity. \$2.5 million is available from the WPCP Plant Reserve with sources from the May 2018 bond issue to cover the remaining costs.

RECOMMENDATION/RATIONALE: Staff recommends approval of the Supplemental Agreement No. 3 with Stanley Consultants to complete design and bid documents for the MARRVE High Strength Waste Receiving Station.

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**

BACKGROUND:

1. Supplemental Agreement #3



SUPPLEMENTAL AGREEMENT NO. 3

This Supplemental Agreement, made and entered into by and between STANLEY CONSULTANTS, INC. (Consultant) and CITY OF MUSCATINE, IOWA (Client) amends their agreement of April 18, 2014 and Supplemental Agreement 2 for Consultant to provide services to the Client for the Muscatine WWTP HSW Project, as follows:

1. Additional services provided during the course of project including but not limited to additional concept development, incorporating thickener building modifications, incorporating HVAC equipment platform in the receiving building, adding outdoor loading docks, various rework, additional meetings, site geotechnical challenges including selection of cost effective foundation system, cost reduction and estimating efforts.
2. Finalizing the design for bidding including design modifications to reduce cost and incorporating bid alternates to give Client flexibility to award as budget allows.
 - a. Project Re-Start Meeting as working session to finalize concepts, scope, and establish revised receiving building floor plan
 - b. Weekly Electronic Progress Updates
 - c. Prefinal Submittal to Client
 - d. Design Review Meeting
 - e. Final Contract Documents for IDNR Permitting and bidding.
 - f. Design modifications include:
 - Eliminating rock trap and package septage screening system
 - Reconfiguring liquid receiving system to provide for concrete channel, manual bar screen, and shallower pump wet well.
 - Providing for future conversion of manual bar screen to mechanical bar screen.
 - Providing for future dry product grinder.
 - Adding in-floor auger to convey turbo separator organic material to liquid organic concrete channel.
 - Reconfiguring pump layout and pit to new channel and shallower wet well.
 - Eliminate Digested Sludge Wet Well Modifications
 - Eliminating miscellaneous redundant pumps
 - Developing bid alternates including vacuum pad, odor control system, thickener building improvements.
 - Re-routing electrical ductbank through building.
 - Modifying pavement section
 - Modifying effluent water system design
 - Update construction cost estimate
3. Revise the construction phase services listed in Supplemental Agreement 2 as follows; Consultant will provide the following Construction Phase services for the Project. Construction Phase will consist of office-based construction services to assist Client in implementing contract.

Client's Construction Observer will perform day-to-day observation of work performed by Contractor. Client's Construction Observer will be responsible for verifying that the Contractor is complying with all permits and the plans and specifications, and documenting the work.

Upon written authorization from Client to proceed, the Consultant shall perform Construction Phase Services consisting of those described below.

This proposal is based on a project construction phase duration of 9 months.

- a. Attend Pre-Construction Conference with Contractor, Client, and others. Client or its

- representative will conduct the pre-construction conference and keep meeting notes.
- b. Clarifications and Interpretations: Evaluate and respond to up to two (2) Requests for Information (RFIs). Prepare and issue necessary clarifications and interpretations of Contract Documents in form of Instructions to Contractor as required to respond to RFIs.
 - c. Shop Drawings and Samples: Review major equipment shop drawings and other data which Contractor is required to submit but only for conformance with information given in Contract Documents and compatibility with design concept of completed Project as a functioning whole as indicated in Contract Documents. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Other shop drawings and submittals will be received, logged, and issued a "For Information Only" action.
 - d. Substantial Completion Walk-Through: Promptly after Contractor submits notice that entire Work is ready for its intended use, conduct preliminary walk-through of the Work with Client and Contractor to determine if Work is Substantially Complete. Provide opinion of substantial completion in letter form to Client. Prepare written list of deficiencies in event Work is not considered to be substantially complete.

4. Additional Construction Phase Services

The following services are not included as part of the services provided by contract. They are additional services that may be performed on an hourly fee basis at Client's request:

- a. Review or prepare change orders.
- b. Conduct final walk-through of the Work to determine if Work is complete and acceptable so that Consultant may recommend final acceptance to Client.
- c. Incorporate construction phase changes based on markups provided by the Contractor and the Client or Construction Observer to produce Record Drawings. Furnish one hard copy for Client records.
- d. Attend progress meetings during construction.
- e. Other services requested during construction phase.

Time of Beginning and Completion

Anticipated schedule is January 8, 2018 to May 1, 2018

Fees and Payments

1. Net Compensation for Services 1 -3 herein:

Client shall compensate Consultant a Lump Sum amount of One-Hundred Twenty-Five Thousand Dollars (\$125,000) for the Services described in this Supplemental Agreement for a net increase of the total contract amount of \$408,450.

2. Compensation for Additional Services:

Additional Services performed by the Consultant at Client's direction, shall be compensated on an Hourly basis for Direct Labor, Plus Reimbursable Expenses in accordance with the attached current "Hourly Fees and Charges 2017-2018" (Form BC_C 17-18).

Except as specifically amended by this Supplemental Agreement, all the terms and conditions of the original Agreement dated April 18, 2014 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.