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**WATER & RESOURCE RECOVERY FACILITY**

MEMORANDUM

To: Gregg Mandsager, City Administrator

CC: Nancy Lueck, Finance Director  
Cinda Hilger, Secretary

From: Jon Koch, WRRF Director

Date: April 1, 2019

Re: HSW Project Stanley Supplemental Agreement #8

**INTRODUCTION:** A Supplemental Agreement #8 from Stanley Consultants has been developed to reduce the scope of the High Strength Waste Receiving Project (HSW Project) to proceed to re-bidding. Council has approved the rejection of previous bids. The public hearing has been closed with approval of plans, specifications, form of contract and bid opening date. Costs for Stanley Consultants to alter the bid documents, update cost estimate and prepare the material for approval is \$6,500.00.

**BACKGROUND:** Construction documents including plans, specifications and form of contract for the HSW Project have been altered to remove the liquid receiving station portion. The remainder of these forms are similar to the previous two rejected bids and can be referenced for approval. The altered liquid receiving portion of the project was presented to Council on Thursday April 11<sup>th</sup>, 2019. This will be designed and constructed in-house to cut the cost of the project.

City staff has approved of work done by Stanley to prepare the appropriate documents to keep the bid date and move the project forward.

**RECOMMENDATION/RATIONALE:** Staff recommends approval of payment for Supplemental Agreement #8 with Stanley Consultants in the amount of \$6,500.00.

**BACKGROUND:**

1. Supplemental #8



## SUPPLEMENTAL AGREEMENT NO. 8

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 for Consultant to provide services to the Client for the Muscatine WWTP HSW Project, as follows:

### Background

After high bids, Client elected to delete HSW receiving building, associated equipment, site work, and utilities and re-package the work for re-bid.

This Supplemental Agreement is for additional professional services to delete the HSW receiving building and associated improvements and re-integrate the drawings and specifications into revised bid documents for re-bid. The work also includes updated construction cost estimate and responding to bidder questions during bidding. Owner is responsible for re-bidding the modified project including bid document reproduction and distribution.

### Basic Services

1. Update design drawings to delete HSW receiving building, associated equipment, site work, and utilities.
2. Update project manual to delete HSW receiving building associated sections and modify remaining sections to delete HSW receiving building associated items.
3. Prepare updated construction cost estimate.
4. Respond to bidder questions and inform Client of need for addenda.
5. Reproduce 3 – half size drawing sets and project manuals for Client use. Reproduce 3 – half size drawing sets and project manuals for use in obtaining IDNR construction permit.

### Additional Services

The following services are not included in Basic Services and can be provided to Client for additional fee:

1. Provide electronic pdf format contract documents to prospective bidders. Electronic plan files will be distributed to the plan houses and other interested parties.
2. Due to Iowa law, printed contract documents will be made available to prospective bidders by request for a deposit at the maximum amount stipulated by law upon request. Deposits are returned to bidders upon return of documents in accordance with the contract documents. Reproduction of up to 10 printed copies of the documents for distribution to the bidders is included in this Supplemental Agreement.
3. Attend and administer pre-bid meeting.
4. Receive and respond to bidder questions during the bid period.
5. Prepare and issue necessary addenda.
6. Attend bid opening and tabulate bids.
7. Evaluate bids and make recommendation of award of contract.
8. Assemble and process documents for contract award and notice to proceed to contractor.

### Time of Beginning and Completion

Anticipated schedule is April 8 – May 10, 2019.

### Fees and Payments

1. Compensation for Basic Services herein:

Client shall compensate Consultant a Lump Sum amount of Six Thousand Five Hundred Dollars (\$6,500) for Basic Services Items 1 -5 described in this Supplemental Agreement.

**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 2019-2020" (Form BC\_C 19-20).

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.

**STANLEY CONSULTANTS, INC.**

**CITY OF MUSCATINE, IOWA**

By: \_\_\_\_\_  
Tony Mardam, P.E., Vice President

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

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

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

Attest:

Attest:

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

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