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Public Works

City Transit
263-8152

MEMORANDUM

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

To: Brian Stineman, Public Works Director
FROM: Jim Edgmond, City Engineer
DATE: Oct. 28, 2018
RE: Grandview Avenue Project, Amendment to Design Agreement

INTRODUCTION:

The City currently is 99% complete with the design of this project. As part of this project several items have come up that required the consultant to backtrack on the design and redesign a portion of the project. Because of this work the design consultant has submitted an amendment to the current agreement to cover these extra costs. The cost share of this amendment has been mutually negotiated between the City, the design consultant and MPW. The details of how this extra was split in the negotiations is contained in the attached Contract Amendment Request from Bolton-Menk dated 10/29/19. This extra work, is estimated to save approximately \$800,000 to \$1,000,000 in construction costs for the reconstruction of the 16 inch water transmission main where it was in conflict with other project utilities and storm sewers.

BACKGROUND:

Two examples of the extra work are as follows:

1. Originally, MPW indicated to the City the depth of cover over the 16" water transmission main on this project. Part way through the design process, MPW decided to pothole the water main in selected locations and that information showed the water main had different cover than what was originally indicated. This required redesign of some storm sewer for the project. About the time the design was 90% complete MPW decided to pothole the remainder of the 16" water transmission main and that information required the consultant to go back and redesign the storm sewer for other sections of the project including a new type of inlet.
2. Originally, the City indicated to the consultant that all the sanitary sewers under this project were in satisfactory condition and none needed to be replaced. Part way through this design, the new head of collection and drainage decided to video portions of the sanitary sewer and informed the design team that sections of the sanitary sewer needed to be replaced. The inclusion of this sanitary sewer design was an extra to the design contract.

The cost of this design extra is \$82,400.00 to the City of Muscatine. MPW has agreed to pay \$53,400.00 and the consultants agreed to cover \$91,200.00. The amendment only needs to cover

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

the additional cost to the city. At MPW request, the amount due to the consultants will be paid directly to HDR by MPW and they required the attached Release and Settlement document.

RECOMMENDATION/RATIONALE:

Recommend city council approve the request to amend the design agreement with Bolton-Menk for the additional amount of \$82,400.

BACKUP INFORMATION:

1. M&W Release and Settlement form
2. HDR Memo of understanding dated 9/11/2019.
3. Amendment of the City of Muscatine/ Bolton-Menk Agreement



**BOLTON
& MENK**

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10/29/19

Jim Edgmond, P.E.
City Engineer
City of Muscatine
1459 Washington St
Muscatine, IA 52761

RE: Amendment for additional services for the Grandview Corridor Project

Mr. Edgmond:

Bolton & Menk and their partner, HDR, is requesting an amendment for additional services for work completed as part of the Grandview Corridor Project. This work is based on the additional services provided as directed by Muscatine Power and Water and the City of Muscatine to provide substantial construction cost savings for Muscatine Power and Water and the City of Muscatine.

The majority of the additional services have been a result of changes, modifications, and additions to underground utility work, and our project partner, HDR, has been leading the underground design and therefore has a majority of the additional services. This investment in design services will save upwards of \$1 million in construction costs and will also streamline the construction process, allowing quicker construction to occur in an existing commercial corridor.

Here is a synopsis of the additional work:

1. Project Management and Meetings – 15 additional coordination meetings
2. Data Collection – Additional coordination and potholing on two separate occasions, and additional storm existing storm sewer review
3. Utility Coordination – Coordination with public and private utilities for existing and proposal locations
4. Watermain Design – Additional water main design and redesign after 60% and 90% submittals
5. Preliminary Design – Additional preliminary design and multiple additional scope items including multiple design revisions and concepts for Brier's ditch culvert
6. Sanitary Sewer Design – 1000' of additional sanitary sewer design above scoped amount
7. Storm Water/Drainage/Erosion Control – Revisions to storm sewer based on roadway profile changes and potholing of existing utilities after 90% design
8. Client Review – Additional client submittals and Iowa DOT submittals based on above changes

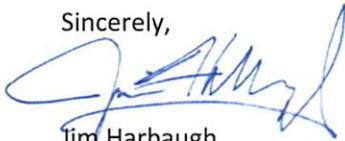
To date, the Bolton & Menk/HDR design team has accrued \$227,000 in costs above the original design estimate for this additional work(\$198,000 for HDR and \$29,000 for Bolton & Menk). After multiple discussions with Muscatine Power and Water and City of Muscatine staff regarding the work performed, the design team is requesting the following reimbursement for additional design services:

1. City of Muscatine: \$82,400
2. Muscatine Power and Water: \$53,400

Total reimbursement from both parties: \$135,800

HDR and Bolton & Menk will assume responsibility of the additional costs of the overages, approximately \$91,200.

Sincerely,



Jim Harbaugh

Project Manager



RELEASE AND SETTLEMENT

HDR Engineering, Inc. ("HDR"), with the signer below being duly authorized to bind the company, acknowledges payment of \$53,400 (fifty three thousand and four hundred dollars) for out of scope professional services as detailed in the Memorandum of Understanding dated 9/11/19, attached to this Release and incorporated by reference. In consideration of this payment, HDR agrees to release, acquit and forever discharge the **Board of Electric, Water and Communication Trustees of the City of Muscatine, Iowa, d/b/a Muscatine Power & Water** and its trustees, directors, employees, and contractors (together, "MP&W Parties"), from any liability whatsoever, including all claims, demands and causes of action of every nature affecting HDR which HDR may have or ever claim to have by reason of the out of scope services detailed in the attached Memorandum.

As a further consideration of this payment, HDR agrees that:

1. This Release covers all damages, whether known or not, and any which may later appear or develop in relation to the matter referred to above.
2. The above sum is payable to HDR in the form of a check or bank transfer, and this amount is all that HDR will receive from the MP&W Parties for their claim. No promise for any other or future consideration has been made by anyone.
3. This Release is executed as a compromise settlement of a disputed claim, liability for which is expressly denied by the MP&W Parties. This Release and Settlement and the payment made hereunder are not an admission of any liability, wrongdoing, negligence or fault on the part of the MP&W Parties, who expressly deny any liability. MP&W Parties are not obligated to pay for similar claims in the future.
4. This Release is intended to be as broad and inclusive as is permitted by the laws of the State of Iowa and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
5. Each party signs this Release solely in reliance upon their own knowledge, belief and judgment and not upon any representation made by anyone else.
6. EACH PARTY HAS READ THIS RELEASE AND SETTLEMENT AND FULLY UNDERSTAND ITS TERMS. EACH PARTY UNDERSTANDS THAT IT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY AND INTENDS ITS SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Date: Oct 16, 2019

Vendor: **HDR Engineering, Inc.**

1917 S 67th Street, Omaha, NE 68106
(Company Address)

Matthew B. Tondl
Vendor Signature

Matthew B Tondl
Print Name and Title

Theresa McKinley
Witness Signature

Theresa McKinley
Print Witness Name



Memorandum of Understanding

Date: Wednesday, October 16, 2019

Project: City of Muscatine – Grandview Avenue Reconstruction

To: Bolton & Menk - Jim Harbaugh

From: HDR – Joe Spradling

Subject: Additional Services Request Contributions

Dear Mr. Harbaugh,

After identification and notification of additional HDR professional services in February 2019 for the subject project, the interested parties have come to an understanding of monetary contribution levels from each party, including City of Muscatine (City), Muscatine Power a Water (MP&W), Bolton & Menk, Inc. (BMI), and HDR Engineering, Inc. (HDR). The following is a summary of the results of negotiations that took place in person on Wednesday, September 4, 2019, which was attended by Jim Edgmond, with the City; Jeff Hedrington, with MP&W; Jim Harbaugh with BMI (Prime Consultant); and Joe Spradling, with HDR (Sub-Consultant). Please contact HDR if the summary of that conversation has been misrepresented in this memorandum of understanding (MOU). Additionally, a summary of the out-of-scope additional services presented to BMI and City in February 2019 is included at the bottom of this MOU.

HDR Engineering, Inc. (HDR) has incurred design costs of \$198,000 beyond the original estimated sub-consultant budget for this project. The goal of this MOU is to establish that each party is agreeable to contribute the following amounts to the additional services request:

1. City of Muscatine: \$53,400
2. MP&W: \$53,400
3. Bolton & Menk: \$26,700 (Pending approval of additional services between City and BMI)

Total Amount due to HDR for additional services: \$133,500

HDR will assume responsibility for the remaining costs, or approximately \$64,500.



The following is a summary list of out-of-scope professional services identified in February 2019.

Additional Professional Services Requested by HDR in February 2019

Task 1 - Project Initiation and Project Management (CITY OF MUSCATINE - \$10,880; MP&W - \$10,880)

- Six (6) additional in-person PMT meetings in Muscatine and four (4) conference calls for 2 staff. SUBCONSULTANT has attended five (5) in-person meetings in the original scope of services. This effort is in addition to the 4 hours per month of project communication in Task 1.4 in the original scope of services.

Task 4 - Data Collection (CITY OF MUSCATINE - \$6,920; MP&W - \$6,920)

- Additional coordination with MP&W after potholing of their facilities was completed on two separate occasions, in November 2018 and March 2019. Subsequently, additional time was spent to reflect water main locations in the plans and cross sections.
- Additional coordination with Bolton & Menk and City staff and additional time reviewing old storm and sanitary plans as a result of not receiving CCTV information as stated in Task 4. C.
- Additional meeting time with Matt Chandler to collect data on the sanitary sewer system. Subsequently, additional time was spent to reflect existing conditions in the plan.

Task 8 - Utility Coordination (CITY OF MUSCATINE - \$4,920; MP&W - \$4,920)

- Additional In-person Utility Coordination Meeting – One (1) additional in-person joint utilities meeting for 2 staff in conjunction with a PMT meeting. SUBCONSULTANT attended two (2) in-person utility coordination meetings on 3/1/2018 and 4/23/2018 as part of the original scope of services.
- Private utilities delay in locating their facilities (i.e. CenturyLink) caused unanticipated additional coordination time with private and public utility companies to assist with locating facilities.
- Preparation and update of water service depth conflicts table based on MP&W data and roadway design changes.

Task 9 - Watermain Design (MP&W - \$8,920)

- SUBCONSULTANT performed original designs for water main and service relocations, based on limited locate data provided by MP&W in 2018. Notified by MP&W after 60% plan submittal that no water relocations would be proposed in roadway construction plans. Subsequently, MP&W located more of their existing facilities after first check (90%) submittal and again in March 2019. SUBCONSULTANT directed to update water main and service relocations in plans due to additional recent locates.



- MP&W's delayed locates of water facilities have caused multiple iterations of re-design throughout the project.

Task 10 – Preliminary Design Document (CITY OF MUSCATINE - \$13,800)

- Original scope assumed a preliminary design report. The preliminary design document ended up being additional effort to produce multiple iterations of preliminary design plans in lieu of a preliminary design report. These multiple preliminary design plans were produced and delivered for multiple project management team meetings.
- Original scope assumed the existing box culvert at Brier's Ditch would be replaced with one larger pipe culvert. Through project development, multiple box culvert, pipe culvert, and storm sewer concepts at Brier's Ditch were developed, investigated, and presented to Bolton & Menk and the City.

Task 11.C – Sanitary Sewer Design (CITY OF MUSCATINE - \$6,700)

- Additional 1,000+/- feet of sanitary sewer design beyond the 500 feet of sanitary design stated in the original scope. This additional effort included one re-design to accommodate a proposed roadway profile lowering and accommodate a below standard slope of existing pipe.

Task 11.D – Storm Water/Drainage/Erosion Control (CITY OF MUSCATINE - \$10,800; MP&W - \$10,800)

- MP&W potholed/located watermain south of Brier's Ditch after the first check (90% complete) plan submittal, resulting in revisions to storm sewer outlet designs that had been finalized.
- Roadway profiles were adjusted after the first check (90% complete) plan submittal due to the addition and shifting of driveways, resulting in multiple revisions to storm sewer designs that had been finalized.

Task 11.G – Construction Staging and Traffic Control (CITY OF MUSCATINE - \$12,790; MP&W - \$12,790)

- Construction staging concept and traffic control will be redesigned due to construction schedule change after first check (90% complete) plan submittal. This additional effort includes revisions to staging notes, traffic control and staging plans, construction season staging limit, traffic control typical sections, and detour plans. This updated staging concept moved the location of the winter shutdown between first and second years of construction and changed the sequence of construction staging.

Task 11.K – Client Reviews (CITY OF MUSCATINE - \$17,400)

- Check (90%) plans were submitted and reviewed twice due to request from Iowa DOT District 5. Iowa DOT only requires one check and one final plan submittal for federal swap funded projects. This effort includes plan production to provide the additional check plan deliverable and one additional round of addressing comments.



Ditch Modeling and Re-Design South of Brier's Ditch (CITY OF MUSCATINE - \$10,380; MP&W - \$10,380)

- In an effort to reduce or eliminate the need for permanent easements from property owners and minimize the need for watermain relocations, HDR was requested to hydraulically model a split flow drainage ditch design south of Brier's Ditch. This concept necessitated a full re-design of the finalized ditching of this area to include equalization piping and redirection of storm water runoff from the west ditch to the east ditch. This updated design eliminated the need for permanent easements for drainage south of Brier's Ditch.

The signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

City of Muscatine

"City"

BY: _____

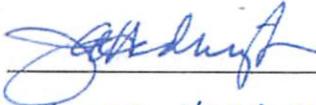
NAME: _____

TITLE: _____

ADDRESS: _____

Muscatine Power & Water

"MP&W"

BY:  _____

NAME: JEFF HEDRINGTON

TITLE: ASSISTANT DIRECTOR, USD

ADDRESS: 3205 Cedar Street, Muscatine, IA 52761

Bolton & Menk, Inc.

"BMI"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____