



WATER POLLUTION CONTROL

MEMORANDUM

To: Gregg Mandsager, City Administrator
Cc: Nancy Lueck, Finance Director
From: Jon Koch, WPCP Director
Date: August 9, 2013
Re: Supplemental Agreement No. 1-Lab Annex Project

INTRODUCTION: As a means to reduce costs for the Lab Annex Project at the Water Pollution Control Plant, Stanley Consultants has proposed a supplemental agreement for services pertaining to the project on an as-needed basis. City staff will be responsible for general day-to-day administration of the construction contract. Stanley Consultants will perform tasks only as requested that go beyond the basic services outlined in the existing Lab Annex Contract dated March 7, 2013.

BACKGROUND: The area of greatest cost reduction for this project was found to be in engineering services. City staff has the expertise to manage the daily construction process allowing for significant cost savings. The supplemental agreement is set not to exceed \$20,000 but is projected to be less than \$10,000.

RECOMMENDATION/RATIONALE: It is staff's recommendation to approve Supplemental Agreement No.1 for the Lab Annex Project.

BACKUP INFORMATION:

1. Supplemental Agreement No. 1-Lab Annex Project
- 2.



SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement, made and entered into by and between STANLEY CONSULTANTS, CO. (CONSULTANT) and CITY OF MUSCATINE (CLIENT) amends their agreement of March 7, 2013, for Consultant to provide services to the Client for the Muscatine Water Pollution Control Plant (WPCP) Laboratory Annex Project, as follows:

Scope of Services

Construction phase services are based on a project construction duration of nine (9) consecutive months. CONSULTANT may provide the following Basic Services, at the CLIENT's request, during the construction phase:

1. Print and distribute Bidding Documents, consisting of full-size Drawings and Specifications, during the bidding phase of the project, up to fifteen (15) sets.
2. Printing conformed sets of the Contract Documents, consisting of full-size Drawings and Specifications, after award of construction contract, up to five (5) sets.
3. Attend Preconstruction Conference prior to commencement of Work at Site. CLIENT will conduct the meeting and be responsible for meeting notes.
4. Clarification and Interpretation of Contract Documents shall include:
 - a. Prepare an initial "Instructions to Contractor" (ITC) in response to questions arising during bidding that have not been addressed by addenda.
 - b. Evaluate and respond to up to twelve (12) "Requests for Information" (RFIs). Prepare and issue ITCs as required in response to RFIs. CLIENT will maintain RFI log.
 - c. Recommend "Change Orders" (CO) to CLIENT, and prepare design-initiated COs. Prepare COs related to Contractor-initiated changes that are advantageous to CLIENT. Costs for changes necessary due to Contractor fault shall be back charged through CLIENT to Contractor. Basic Services include up to three (3) COs.
5. Review shop drawings, samples and other data that Contractor is required to submit. CONSULTANT's work for reviews of submittals beyond two (initial and one revision) will be back charged through CLIENT to Contractor. CONSULTANT shall maintain a record of shop drawings.
6. On-site Visits
 - a. Conduct nine (9) 2-hour on-site visits to observe Contractor's work-in-progress to determine if Work is, in general, proceeding in accordance with Contract Documents. Visits will be summarized with a brief trip report. The visits will be performed by the project manager or project engineer and/or appropriate technical disciplines for a total maximum number of people days as follows:
 1. Project Manager (6)
 2. Structural Work (2)
 3. Electrical Systems (3)
 4. Mechanical Systems (3)
 5. Architectural Work (3)
 - b. Conduct a Substantial Completion Inspection by a multi-disciplinary team of up to five (5) members to determine if Work is Substantially Complete. Prepare a list of Work that is not considered to be substantially complete and provide to CLIENT.
 - c. Conduct Final Inspection by a multi-disciplinary team of up to five (5) members to determine if Work is complete and acceptable. Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of Notice of Acceptability of Work.

The following Additional Services are not included in Basic Services and are at CLIENT'S option. These services, if exercised by CLIENT and agreed to by CONSULTANT, shall be paid for in addition to compensation for Basic Services. CONSULTANT is not authorized to proceed with performance of any Additional Services unless they are duly authorized, in writing, by CLIENT.

1. Printing additional sets of Bidding Documents or half-size Drawing sets during the bidding phase of the project, beyond extent indicated under Basic Services.
2. Printing additional sets of Construction Documents during the construction phase of the project.
3. Visits to Project Site beyond extent indicated under Basic Services.
4. Providing construction surveys and staking.
5. Redesign of the Work due to unforeseen conditions.
6. Services in making revisions to Drawings and Specifications occasioned by acceptance of substitute materials or equipment (other than "or-equal" items).
7. Providing assistance in resolving any Hazardous Environmental Condition encountered during construction in compliance with current Laws and Regulations.
8. Evaluating unreasonable claims or excessive number of claims submitted by Contractor or others in connection with the Work as determined by CONSULTANT.
9. Additional or extended services during construction made necessary by:
 - (1) emergencies or acts of God endangering the work,
 - (2) an occurrence of a Hazardous Environmental Condition,
 - (3) Work damaged by fire or other cause during construction,
 - (4) significant amount of defective, neglected, or delayed work by Contractor,
 - (5) acceleration of progress schedule involving services beyond normal working hours, or
 - (6) default by Contractor.
10. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other dispute resolution process related to Project.
11. Design of sheeting and shoring for construction purposes.
12. Groundwater control and dewatering analysis and design.
13. Soil and material testing.
14. Supplemental geotechnical investigations.
15. Assistance with SRF permitting and program compliance paperwork.
16. Providing services beyond the duration outlined herein.
17. Prepare record drawings based on CLIENT- and/or Contractor-provided drawing markup.
Two (2) half-size sets of reproducible drawings and one (1) electronic file in AutoCAD 2014 or earlier on CD will be provided to CLIENT.

Time of Beginning and Completion

Work to begin on or about July 15, 2013, with construction work substantially completed by June 30, 2014.

Fees and Payments

Construction Phase Services shall be compensated on an Hourly basis for Direct Labor plus Reimbursable Expenses not to exceed \$20,000. The hourly rates and expense charges shall be in accordance with the current "Hourly Fees and Charges Fiscal Year 2013-2014" (Form BC_C 13-14) subject to revision on or after April 1, 2014. CLIENT and CONSULTANT understand that situations may arise during construction that may require less or more effort than what is presented in this scope of services. CONSULTANT will advise CLIENT if the "not-to-exceed" limit of the Supplemental Agreement is 75% met. Any adjustments in compensation based on a change in the Scope of Services shall be authorized in writing by the CLIENT.

Compensation for Additional Services performed by CONSULTANT shall be on an Hourly basis for Direct Labor plus Reimbursable Expenses in accordance with the current "Hourly Fees and Charges Fiscal Year 2013-2014" (Form BC_C 13-14) subject to revision on or after April 1, 2014, unless other compensation is agreed upon prior to performance of the services.

Conditions of Service

The following Conditions of Service are in addition to the terms and conditions of the original Agreement.

1. General Administration of Construction Contract. CLIENT shall be responsible for general administration of the Construction Contract including pay application review and processing, conduct periodic meetings and prepare notes, overall coordination of the project communications, maintenance of project files including RFI, ITC, and CO logs, and day-to-day jobsite administration.
2. Shop drawing review shall be 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 or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT will perform submittal review per contract document requirements.
3. Inspections and Tests. CONSULTANT's review of test certificates will be for purpose of determining that results certified indicate compliance with Contract Documents and will not constitute an independent evaluation that content or procedures of such inspections, tests, or approvals comply with requirements of Contract Documents. CONSULTANT shall be entitled to rely on results of such tests.
4. CONSULTANT's decisions on claims of CLIENT and Contractor relating to acceptability of Contractor's work or interpretation of requirements of Contract Documents pertaining to execution and progress of Contractor's work shall be final. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CLIENT or Contractor, and shall not be liable in connection with any decision rendered in good faith in such capacity.
5. Duration of Construction Phase. Construction Phase will commence with execution of first Construction Agreement for Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors.
6. CONSULTANT shall not be responsible for acts or omissions of any Contractor, of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of Work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with Contract Documents.
7. Field observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond responsibilities specifically assigned to CONSULTANT in this Agreement and Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with Contract Documents, and CONSULTANT shall keep CLIENT informed of their observations.
8. The purpose of CONSULTANT'S field observations at the Site, will be to enable CONSULTANT to better carry out duties and responsibilities assigned to and undertaken by CONSULTANT during Construction Phase, and, in addition, by exercise of CONSULTANT's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that completed Work will conform in general to Contract Documents and that integrity of design concept of completed Project as a functioning whole as indicated in Contract Documents has been implemented and preserved by Contractor. CONSULTANT shall not,

during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have-control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with Contract Documents.

Except as specifically amended by this Supplemental Agreement, all the terms and conditions of the original Agreement dated March 7, 2013, 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, CO.

CITY OF MUSCATINE

By: Debashis Sarkar
Debashis Sarkar, Vice President

By: _____

Date: July 30, 2013

Date: _____

Attest: James F. Kemper
James F. Kemper

By: _____

Address for giving notices:
225 Iowa Ave.
Muscatine, IA 52761

Address for giving notices:
215 Sycamore, St.
Muscatine, IA 52761