NOTICE OF MEETING

DES MOINES WASTEWATER RECLAMATION AUTHORITY
TECHNICAL COMMITTEE

Des Moines Wastewater Reclamation Facility
3000 Vandalia Road
Des Moines, Iowa

June 9, 2015
1:30 PM

AGENDA

ITEM 1: Call to Order

ITEM 2: Roll Call

ITEM 3: Minutes for the May 12, 2015 meeting - Approval

ITEM 4: WRA Eastside Interceptor, Phase 27, Segment 1A – Contract Recommendation

ITEM 5: WRA 2015 Levee Gatewell repairs – Contract Recommendation

ITEM 6: Supplemental Agreement No. 1 to the Professional Services Agreement with Veenstra & Kimm, Inc. for Construction Phase Services for the WRA Eastside Interceptor Projects in the Amount of $2,144,985.00

ITEM 7: Supplemental Agreement No. 1 to the Professional Services Agreement with HR Green, Inc. for Construction Phase Services for the WRA 2015 Levee Gatewell Repairs in the Amount of $46,500.00

ITEM 8: WRA Biogas to Grid Injection Evaluation – Presentation by Baker Tilly

ITEM 9: Iowa Flood Mitigation Application Update – Information

ITEM 10: Industrial Waste Ordinance – Information

ITEM 11: Other Business

ITEM 12: Adjourn
ITEM 1: Call to Order

Gary Patterson, Chair Person, called the May 12, 2015, Technical Committee meeting to order at 1:30 p.m.

ITEM 2: Roll Call

Technical Committee Members in Attendance
Jim Utter, Altoona
Ken Plager, Ankeny
Tim Hoskins, Norwalk
Eugene Schmitt, Des Moines
Gary Patterson, Pleasant Hill
Shane Kinsey, Johnston
David McKay, Urbandale
John Gibson, Waukee
Duane Wittstock, West Des Moines
Royce Hammitt, WRF

Others in Attendance
James Beck, Operating Contractor
Tina Grove, Operating Contractor
Roxane Vaughan, Operating Contractor
Nick Carter, Operating Contractor
Larry Hare, Operating Contractor
Bob Veenstra, Veenstra & Kimm, Inc.
Karen Oppelt, Altoona
Jeff May, Clive
James Lund, Stanley Consultants
Jonathan Gano, Operating Contractor
Carl Elshire, MSA
ITEM 3: Minutes for the April 14, 2015 meeting - Approval

Duane Wittstock made a motion to approve the minutes of the April 14, 2015, Technical Committee meeting. Royce Hammitt seconded the motion. The motion carried unanimously.

ITEM 4: WRA Eastside Interceptor, Phase 27, Segment 1A – Project Recommendation and Design Flow Approval

James Beck explained that this project is located near the intersection of SE 30th and Maury Street in Des Moines, and the sewer crosses the future Southeast Connector roadway expected to be constructed this calendar year. If the WRA were to install the 66-inch sewer at a later date, the sewer would need to be tunneled in place under the intersection. By bidding the project in June 2015, the WRA is able to have the sewer installed in an open cut construction which is less costly than the cost for tunneled construction.

Bob Veenstra added that due to the expedited construction and out-of-sequence construction the individual community design flow allocation will take some time to determine.

Jim Utter made a motion to recommend this project and Design Flow to the Board for approval to bid. Duane Wittstock seconded the motion. The motion carried unanimously.

ITEM 5: WRA 2015 Levee Gatewell repairs – Recommendation

James Beck told the group that after a recent inspection, it was found that seven gatewells owned and operated by the WRA were deficient and in need of repair or replacement. Additionally, two gatewells owned and operated by the City of Des Moines were found to be deficient and in need of replacement. The Cost to repair/replace two City of Des Moines owned gates will be reimbursed to the WRA after completion of the project.

Tim Hoskins made a motion to recommend this project to the Board for approval to bid. David McKay seconded the motion. The motion carried unanimously.

ITEM 6: Industrial Waste Ordinance – Information

Larry Hare reported that 40 inspections were conducted last month and that most of these occurred at Valley West Mall, Drake, and DSM Schools. There was one physical constraint which was approved and one Economic Hardship that was denied.

ITEM 7: Other Business

None.

ITEM 8: Adjourn
Moved by David McKay and seconded by John Gibson to adjourn the meeting. The motion carried unanimously.

Meeting adjourned at 1:39 p.m.

tmg
MEMORANDUM

June 5, 2015

To: WRA Technical Committee

From: James Beck

Re: WRA Eastside Interceptor, Phase 27, Segment 1A - Contract
Recommendation

The improvement includes construction of sanitary sewer, including all labor, materials and equipment necessary for excavation and backfill of approximately 200 feet of 66-inch sanitary sewer in open cut, removal of existing pavement, subgrade preparation, Hot Mix Asphalt (HMA) pavement, traffic control, erosion control and miscellaneous associated work, including cleanup; all in accordance with the contract documents.

The engineer’s estimate for this project was $248,800.00, and bids were taken on June 2, 2015. Three bids were received and are tabulated below.

SM Hentges & Sons, Inc. (Jordan, Minnesota) $246,609.05
J&K Contracting, LLC (Ames, Iowa) $297,959.00
Raccoon Valley Contractors (Waukee, Iowa) $427,550.00

SM Hentges & Sons, Inc. of Jordan, Minnesota is the apparent low bidder with a bid of $246,609.05 which is 0.88% under the engineer’s estimate.

With a recommendation from the WRA Technical Committee, the Operating Contractor anticipates having the item brought before the WRA Board at the June 16, 2015 WRA Board Meeting for approval. The project should be completed by August 14, 2015.
## CONTRACTOR'S BID TABULATION

**PROJECT:** WRA Eastside Interceptor, Phase 27, Segment 1A

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Pavement Removal</td>
<td>211 SY</td>
<td>$10.00</td>
<td>$2,110.00</td>
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<tr>
<td>2</td>
<td>Hot Mix Asphalt (HMA / IM S)</td>
<td>70 TON</td>
<td>$75.00</td>
<td>$5,250.00</td>
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<td>3</td>
<td>Modified Subbase</td>
<td>120 SY</td>
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<td>4</td>
<td>Bulkheads</td>
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<td>5</td>
<td>66' Gravity Sanitary Sewer</td>
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<td>Traffic Control</td>
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<td>Erosion Control</td>
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</tr>
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</table>

**TOTAL CONSTRUCTION COST**: $248,800.00

**PERCENT OF ENGINEER'S ESTIMATE**: -0.86%

**Apparent Low Bidder**: +19.79%

**-0.86%**

**$427,550.00**

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### BID SUBMISSIONS

- **SM Hentges & Sons, Inc.**
  - 650 Quaker Ave
  - Jordan, MN 55053
  - 952-492-6700
  - **BID SECURITY**
  - 10% of Bid
  - **BID PRICE**
  - **PRICE**
  - **AMOUNT**
  - $9.00
  - $1,890.00
  - $24.00
  - $5,064.00
  - $50.00
  - $10,550.00

- **J&K Contracting, LLC**
  - 1307 E. Lincoln Way
  - Ames, IA 50010
  - 515-233-5500
  - **BID SECURITY**
  - 10% of Bid
  - **BID PRICE**
  - **PRICE**
  - **AMOUNT**
  - $145.00
  - $10,150.00
  - $185.00
  - $12,050.00
  - $220.00
  - $15,400.00

- **Raccoon Valley Contractors**
  - 520 SE Prairie Park Lane
  - Waukee, IA 50263
  - 515-987-8754
  - **BID SECURITY**
  - 10% of Bid
  - **BID PRICE**
  - **PRICE**
  - **AMOUNT**
  - $1,750.00
  - $3,500.00
  - $22.50
  - $2,700.00
  - $50.00
  - $6,000.00
  - $2,000.00
  - $4,000.00
  - $1,900.00
  - $381,800.00

**PRICE**

**AMOUNT**

**Total Price**

**Amount**

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June 3, 2015

Nick Carter
City of Des Moines
Wastewater Reclamation Authority
3000 Vandalia Road
Des Moines, Iowa 50317

WASTEWATER RECLAMATION AUTHORITY
WRA EASTSIDE INTERCEPTOR PHASE 27, SEGMENT 1A
REVIEW OF BIDS
RECOMMENDATION TO AWARD CONTRACT

The Wastewater Reclamation Authority received bids until 11:00 A.M. on June 2, 2015 for the WRA Eastside Interceptor Phase 27, Segment 1A project. A total of three bids were received as follows:

- S.M. Hentges & Sons Inc. $246,609.05
- J & K Contracting, LLC $297,959.00
- Raccoon Valley Contractors, LLC $427,550.00

The apparent low bid was submitted by S.M. Hentges & Sons Inc. in the amount of $246,609.05.

The engineer’s estimate of cost for construction of the project was $258,800. The low bid by S.M. Hentges & Sons Inc. was 4.71% below the engineer’s estimate of cost.

S.M. Hentges & Sons Inc. has significant experience working with the WRA on large diameter sewer projects. Of the three bidders on the WRA Eastside Interceptor Phase 27, Segment 1A project only S.M. Hentges & Sons Inc. has been involved in the installation of large diameter pipe for the WRA. Based on recent experience it is not unexpected S.M. Hentges & Sons Inc. would be a very competitive bidder on the project.

If the Wastewater Reclamation Authority wishes to move forward with the WRA Eastside Interceptor Phase 27, Segment 1A project it is recommended contract be awarded to S.M. Hentges & Sons Inc. based on the bid received on June 2, 2015.
If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:pjh
40079
MEMORANDUM

June 5, 2015

To: WRA Technical Committee

From: James Beck

Re: WRA 2015 Levee Gatewell Repairs - Contract Recommendation

The construction project includes removal and disposal of eight (8) sluice gates, stems, guide brackets, and operators from existing gatewell structures, rehabilitation of one (1) sluice gate, installation of eight (8) new sluice gates, stem guide brackets, and operators within the existing structures, modifications to the top slabs on existing gatewells, bypass pumping, product submittals, mobilization, and miscellaneous associated work, including cleanup; all in accordance with the contract documents.

The engineer’s estimate for this project was $671,400.00, and bids were taken on June 2, 2015. Four bids were received and are tabulated below.

Prostruct Construction, Inc. (West Des Moines, Iowa) $718,576.00
Neuvirth Construction, Inc. (Blair, Nebraska) $736,000.00
J&K Contracting, LLC (Ames, Iowa) $757,000.00
Raccoon Valley Contractors (Waukee, Iowa) $950,000.00

Prostruct Construction, Inc. of West Des Moines, Iowa is the apparent low bidder with a bid of $718,576.00 which is 6.46% over the engineer’s estimate.

With a recommendation from the WRA Technical Committee, the Operating Contractor anticipates having the item brought before the WRA Board at the June 16, 2015 WRA Board Meeting for approval. The project should be completed by March 31, 2016.
## CONTRACTOR'S BID TABULATION

**PROJECT:** WRA 2015 Levee Gatewell Repairs

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<th>UNIT</th>
<th>PRICE</th>
<th>AMOUNT</th>
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<td>1</td>
<td>Mobilization &amp; Submittals</td>
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<td>$67,600.00</td>
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<td>$96,000.00</td>
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<td>2</td>
<td>All work required at Gatewell 245 as described in the plans and specifications, including all incidental work needed to complete and verify a working Installation.</td>
<td>1 LS</td>
<td>$17,400.00</td>
<td>$17,400.00</td>
<td>$60,793.00</td>
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<td>$21,000.00</td>
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<td>3</td>
<td>All work required at Gatewell 265 as described in the plans and specifications, including all incidental work needed to complete and verify a working Installation.</td>
<td>1 LS</td>
<td>$131,200.00</td>
<td>$131,200.00</td>
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<td>$129,000.00</td>
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<td>4</td>
<td>All work required at Gatewell 279 as described in the plans and specifications, including all incidental work needed to complete and verify a working Installation.</td>
<td>1 LS</td>
<td>$52,300.00</td>
<td>$52,300.00</td>
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<td>$58,000.00</td>
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<td>All work required at Gatewell 286 as described in the plans and specifications, including all incidental work needed to complete and verify a working Installation.</td>
<td>1 LS</td>
<td>$43,700.00</td>
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<td>All work required at Gatewell 295 as described in the plans and specifications, including all incidental work needed to complete and verify a working Installation.</td>
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<td>$42,200.00</td>
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<td>7</td>
<td>All work required at Gatewell 430 as described in the plans and specifications, including all incidental work needed to complete and verify a working Installation.</td>
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<td>$129,600.00</td>
<td>$129,600.00</td>
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<td>$132,000.00</td>
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<td>8</td>
<td>All work required at Gatewell 493 as described in the plans and specifications, including all incidental work needed to complete and verify a working Installation.</td>
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<td>$81,500.00</td>
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<td>$57,000.00</td>
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<td>9</td>
<td>All work required at Gatewell 497A as described in the plans and specifications, including all incidental work needed to complete and verify a working Installation.</td>
<td>1 LS</td>
<td>$59,000.00</td>
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<td>All work required at Gatewell 497B as described in the plans and specifications, including all incidental work needed to complete and verify a working Installation.</td>
<td>1 LS</td>
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<td>$93,000.00</td>
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<td>All work required at Gatewell 417 as described in the plans and specifications, including all incidental work needed to complete and verify a working Installation.</td>
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**TOTAL CONSTRUCTION COST**

$675,000.00

**PERCENT OF ENGINEER'S ESTIMATE**

$718,576.00 +9.04%

$736,000.00 +12.15%

$757,000.00 +40.74%

Apparent Low Bidder
June 2, 2015

Nick Carter, P.E.
Des Moines Metropolitan Wastewater Reclamation Authority
3000 Vandalia Road
Des Moines, IA 50317

Re: WRA 2015 Levee Gatewell Repairs

Dear Mr. Carter:

Bids were received on June 2, 2015 for construction of the WRA 2015 Levee Gatewell Repairs Project.

The apparent low bid was for the amount of $718,576 from Prostruct Construction, Inc. of West Des Moines, Iowa. This bid represents the lowest responsive total bid of the four bids received.

HR Green has contacted the apparent low bidder to confirm that there are no major errors or omissions in their bid. Therefore, it is recommended that the contract be awarded to Prostruct Construction, Inc. of West Des Moines, Iowa.

If you have any questions, or need further information, please let me know.

Sincerely,

HR GREEN, INC.

Chad Mason, P.E.
Project Manager
MEMORANDUM

June 5, 2015

To: WRA Technical Committee

From: James Beck

Re: Supplemental Agreement No. 1 to the Professional Services Agreement with Veenstra & Kimm, Inc. for Construction Phase Services for the WRA Eastside Interceptor Projects in the amount of $2,144,985.00 - Recommendation

On November 18, 2014, a professional services agreement with Veenstra & Kimm, Inc. was approved by the WRA Board for design and right-of-way acquisition services associated with the WRA Eastside Interceptor projects. The agreement did not include construction phase services, due to the fact that no detailed design work had been completed. At this time, there is a need for construction phase services due to the fact that a portion of the first segment of the sewer has been bid, and Veenstra & Kimm, Inc. has indicated that there is enough knowledge about the project requirements to provide an accurate scope of construction phase services.

Supplement No. 1 is being presented to the WRA Technical Committee for a recommendation to the WRA Board for approval at the June 16, 2015 WRA Board meeting. Supplemental Agreement No. 1 will amend the professional services agreement to provide construction phase services for all segments of the gravity sewer portion of the WRA Eastside Interceptor Project. The estimated engineering fee translates to approximately 5% of the estimated construction cost, and the scope of services is attached for your reference.

The Operating Contractor’s Staff recommends approval of Supplemental Agreement No. 1 with Veenstra & Kimm, Inc. in an amount not to exceed $2,144,985.00.
June 3, 2015

Nick Carter  
City of Des Moines  
Wastewater Reclamation Authority  
3000 Vandalia Road  
Des Moines, Iowa 50317

WASTEWATER RECLAMATION AUTHORITY  
WRA EASTSIDE INTERCEPTOR PHASE 27; SEGMENTS 1-5  
CONSTRUCTION SERVICES  
ATTACHMENTS 2 AND 3

Enclosed are copies of the proposed Attachment No. 2 and Attachment No. 3 for the Supplemental Agreement for construction services for the WRA Eastside Interceptor. The scope of services in Attachment No. 2 is based on the standard scope of services for construction services. The writer added under Construction Administration a description of the vibration monitoring services that will be provided. The section indicates up to 18 vibration monitors will be used on the project.

Attachment No. 3 includes the fee calculation and the current standard hourly rate schedule. The fee calculation includes the traditional construction services as well as the equipment and labor costs associated with the vibration monitoring.

The equipment cost for vibration monitoring is based on 85% of the purchase cost for the vibration monitors. After two years of service the vibration monitoring equipment has an estimated resale value of 15% of its original value. Even though the cost for the equipment is significant the purchase cost is less than the cost to rent the same equipment for the two year construction period.

The labor costs are spelled out by labor category. Due to the duration of services under this agreement the writer has shown the calculation of the fee based on the estimated number of labor hours in each of Veenstra & Kimm, Inc.'s fee schedule years. The fee schedules are adjusted about July 1 of each year. Work under the WRA Eastside Interceptor will take place in the 2015, 2016, 2017 and 2018 fee schedules. A copy of the fee schedule will be provided each year as it is updated.
Given the significant passage of time over which the services will be provided this approach to setting forth the fee calculation appeared to be preferable to not recognizing the adjustments in the standard hourly billing rates over three years, or artificially increasing the number of hours to offset the increase in rates.

Attachment No. 2 and Attachment No. 3 to proposed Supplement Agreement No. 1 are being transmitted to the WRA for review and consideration.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:pjh
40079
Enclosure
ATTACHMENT NO. 1

WRA EASTSIDE INTERCEPTOR GRAVITY SEWER
SUPPLEMENTAL AGREEMENT NO. 1
ACTIVITY ID NO. 01-2015-002

SCOPE OF SERVICES

I. CONSTRUCTION SERVICES

A. CONSTRUCTION ADMINISTRATION

1. Preconstruction Conference – The CONSULTANT shall attend a preconstruction conference for the Project with the Contractor and WRA to review the contract requirements, details of construction, utility, conflicts and work schedule.

2. Periodic Site Observation – The CONSULTANT shall make periodic visits to the construction site at intervals appropriate to the stage of construction and not less than daily, or as otherwise agreed by the WRA and the CONSULTANT in writing to (a) observe the progress, (b) review the quality of the work, and (c) determine if the work conforms to the drawings and specifications in the construction contract. Geotechnical and structural review will be provided as needed during construction. The design engineer(s) shall visit the project site 24 times during the duration of construction with an average of one visit per month.

3. Contractor Payment Request – The CONSULTANT shall review the requests of the Contractor for progress payments and shall approve a request based on site observations, which authorizes payments and is a declaration that the Contractor’s work has progressed to the point indicated.

4. Notification of Nonconformance – The CONSULTANT shall notify the WRA of any work which is believed to be unsatisfactory, faulty, or defective, or does not conform to the construction contract, make recommendations to the WRA for the correction of nonconforming work and, at the request of the WRA, see that these recommendations are implemented by the Contractor.

5. Shop Drawings – The CONSULTANT shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.

6. Change Orders – The CONSULTANT shall negotiate and prepare change orders for approval of the WRA prior to starting the work.
7. Substantially Complete and Final Site Observation – The CONSULTANT shall perform a site observation to determine if the Project is substantially complete according to the plans and specifications and make recommendation on final payment.

8. During the Construction Services Phase, the CONSULTANT shall confer with the WRA to report Project status.

9. The CONSULTANT shall provide vibration monitoring services for up to 18 locations during construction including providing and maintaining the monitors and downloading and processing the data. For vibration monitoring the WRA shall reimburse the CONSULTANT an amount equal to the rental cost or 85% of the purchase cost, whichever is lesser.

10. Final Inspection & Punch List, Final Acceptance – The CONSULTANT shall coordinate final inspection and prepare a punch list of items to be completed. On the basis of such inspection, the CONSULTANT shall make a recommendation to the ENGINEER regarding final payment. It is understood that the WRA will accept the Project only after recommendation by the CONSULTANT.

11. CONSULTANT shall provide as-constructed drawings reflecting the actual construction. If the CONSULTANT is not assigned Construction Observation Services, the as-constructed drawings shall be solely based on records of CONSULTANT provided by the WRA.

B. CONSTRUCTION OBSERVATION

The CONSULTANT shall provide the following construction observation services:

1. The CONSULTANT shall cause its personnel to make periodic visits to the site at intervals appropriate to the stage of construction and not less than daily, or as otherwise agreed by the WRA and CONSULTANT in writing, to provide field observation to ascertain the progress and quality of the work complete and to determine if the work is being performed in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Construction observation services do not include the responsibility for construction means, controls, techniques, sequences, procedures or safety.

2. Keep a record or log of Contractor’s activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
3. If the Contractor requires a waiver of any provisions of the plans and specifications, the CONSULTANT will make a recommendation on the request to the WRA for its determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The WRA shall never be deemed to have authorized the CONSULTANT to consent to the use of defective workmanship or materials.

4. The CONSULTANT will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory.

5. Notification of Nonconformance. On the basis of on-site observations as a design professional, the CONSULTANT shall keep the WRA informed of the progress and quality of the work. The CONSULTANT shall notify the WRA of any work which is believed to be unsatisfactory, faulty, defective, incomplete or does not conform to the Contract Documents, advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work and at the request of the WRA, see that these recommendations are implemented by the Contractor.

C. ADDITIONAL CONSTRUCTION SERVICES

1. If the Contractor exceeds the estimated working days in completing construction of the Project, or if change orders or project additional require additional working days, the WRA may request the CONSULTANT to provide services after the original completion date of the construction contract. If the CONSULTANT is requested to provide additional services the CONSULTANT shall be completed by Supplemental Agreement. If the WRA does not request the CONSULTANT to provide additional services, the CONSULTANT shall not be obligated to provide construction services after the original completion date of the construction contract.
## FEE DETERMINATION – CONSTRUCTION SERVICES

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<tr>
<th>Labor Classification</th>
<th>Rate Year</th>
<th>Estimated Hours</th>
<th>Hourly Rate</th>
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<td>2016</td>
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<td>2017</td>
<td>520</td>
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<td>84,240</td>
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|                      | Labor Subtotal |                          | 24,217 | $1,941,735 |
|                      | Direct Expenses |                  |       |            |
| Survey Equipment Charges | 1,500 | Per hour | $35 | $52,500 |
| Mileage                | 35,000 | Per mile | $0.55 | $19,250 |
| Printing               |         |          |      | $2,500 |
| Monitor Covers         |         |          |      | $1,000 |

Equipment – Rental or Acquisition

| Vibration Monitoring Equipment (18 Units) | $128,000 |

Total Direct Expenses

| TOTAL | $2,144,985 |
MEMORANDUM

June 5, 2015

To:    WRA Technical Committee

From:    James Beck

Re:   Supplemental Agreement No. 1 to the Professional Services Agreement with HR Green, Inc. for Construction Phase Services for the WRA 2015 Levee Gatewell Repairs Project in the amount of $46,500.00 - Recommendation

On February 25, 2015, a professional services agreement with HR Green, Inc. was approved by the WRA Director for design services associated with the WRA 2015 Levee Gatewell Repairs project. The agreement was in the amount of $78,800 and did not include construction phase services as it was anticipated that the construction of this project would be combined with the construction of a similar City of Des Moines gatewell repair project. For this reason, the WRA requested that HR Green submit a proposal to provide construction phase services for the construction of the two projects. HR Green’s proposal for construction phase services is in an amount not to exceed $46,500.

Prior to proceeding with the joint construction of the WRA and City of Des Moines gatewell repair projects, the WRA and the City of Des Moines entered into an agreement setting forth the terms of the joint construction project. On April 21, 2015, under WRA Board Resolution Number 15-48, the agreement between the City of Des Moines and the WRA was approved. Under the terms of the agreement, the City of Des Moines will reimburse the WRA for its cost share of the construction phase services upon completion of the project.

The original agreement amount and cost allocation for Supplemental Agreement No. 1 are as follows:

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Total Cost for Original Agreement and Supplemental Agreement No. 1: $125,300.00

With the agreement between the City of Des Moines and the WRA in place and the design for the gatewell repair projects completed, HR Green can proceed with the construction phase services for the joint levee gatewell repair project pending approval of this Supplemental Agreement No. 1.
Supplemental Agreement No. 1 is being presented to the WRA Technical Committee for a recommendation to the WRA Board for approval at the June 16, 2015 WRA Board meeting. Supplemental Agreement No. 1 will amend the professional services agreement to provide construction phase services for the construction of the WRA 2015 Levee Gatewell Repairs Project.

The Operating Contractor’s Staff recommends approval of Supplemental Agreement No. 1 with HR Green, Inc. in an amount not to exceed $46,500.00.
I. BACKGROUND

Under the original agreement for this Activity ID, HR Green, Inc. (CONSULTANT) is currently providing design services to the Des Moines Metropolitan Wastewater Reclamation Authority (WRA, or OWNER) for replacement of seven (7) flood protection sluice gates. Under a parallel but separate agreement with the City of Des Moines, CONSULTANT is providing design services for replacement of two (2) flood protection sluice gates owned by the City. All nine (9) sluice gate replacements will be let as a single construction contract, administered under an agreement between the WRA and the City of Des Moines. Under the terms of the agreement, the WRA will act as the contract administrator for construction of the improvements.

This supplemental agreement provides bidding assistance and construction phase services for the joint WRA / City of Des Moines construction project.

II. SCOPE OF SERVICES

A. Bidding Assistance.
   1. Assist the OWNER with front end document requirements. One bid package will be developed and bid for this project.
   2. Consult with and advise the OWNER as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the CONTRACTOR for those portions of the work where such acceptability is required by the bidding documents.
   3. Conduct a pre-bid meeting for the construction project. CONSULTANT’s role will include the technical elements of the construction projects, construction sequencing, etc. CONSULTANT will prepare meeting notes for incorporation into OWNER issued addenda.
   4. Assist OWNER in responding to prospective bidder questions about the projects. Prepare addenda items as necessary.
   5. Assist the OWNER in evaluating bids and awarding contracts for construction.

B. Construction Phase Services.

   1. Pre-construction conference. The CONSULTANT shall conduct a pre-construction conference for the project with the CONTRACTOR, OWNER, subcontractor and all interested parties to review the contract requirements, details of construction, utility conflicts and work schedule. The CONTRACTOR shall prepare and distribute meeting minutes as appropriate.
   2. Submittal Reviews. Review and distribute as necessary, the CONTRACTOR’s shop drawings, samples, and other data which the CONTRACTOR is required to submit for conformance with design concept of the Project and conformance with the
contract documents. Such review shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

3. **Consultation / Representation.** Consult with and advise OWNER and act as OWNER’s representative. All of OWNER’s instructions to the CONTRACTOR will be issued through CONSULTANT, who will have the authority to act on behalf of OWNER. The CONSULTANT shall not act on the OWNER’s behalf without securing actual authority from the OWNER’s representative prior to taking such action.

4. **Construction Observation.** During the period of construction, CONSULTANT shall provide up to 100 hours of on-site construction observation and up to 30 hours of engineer site visits to ascertain the progress and quality of the work completed and to determine if the work is being performed in accordance with the Contract Documents. Construction observation services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety.

5. **Status Updates.** During the Construction Services Phase, the CONSULTANT shall confer with the OWNER regularly to report project status.

6. **Notification of Nonconformance.** On the basis of on-site observations as a design professional, the CONSULTANT shall keep the OWNER informed of the progress and quality of the Work. The CONSULTANT shall notify the OWNER of any work which is believed to be unsatisfactory, faulty, defective, incomplete or does not conform to the Contract Documents, advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work and at the request of the OWNER, see that these recommendations are implemented by the CONTRACTOR.

7. **Pay Requests.** Consult with OWNER regarding the status of the work and partial payments due to the CONTRACTOR. The CONSULTANT shall review and process progress payment applications submitted by the CONTRACTOR and, based upon its review of construction progress by on-site observation, shall make a recommendation to the OWNER for payment of the appropriate amount of work completed since the last payment application, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work. Provide verification of quantities of work and materials. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CONSULTANT’s knowledge, information and belief, quality of such work is generally in accordance with the contract documents. In the case of unit price work, CONSULTANT’s recommendation of payment will include determinations of quantities and classifications of such work.

8. **Clarifications.** Issue necessary interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders as required. Evaluate and determine the acceptability of substitute materials and equipment proposed by the CONTRACTOR. Any substitutions shall first be approved by OWNER.

9. **Change Orders.** The CONSULTANT shall negotiate and prepare change orders for approval of the OWNER prior to CONTRACTOR’s start of work under the change order.

10. **Closeout Assistance.** The CONSULTANT shall coordinate final inspection and prepare a punch list of items to be completed. On the basis of such inspection, the CONSULTANT shall determine if the project is substantially complete according to the plans and specifications and shall make a recommendation to the OWNER for
final payment. It is understood that the OWNER will accept the project only after recommendation by the CONSULTANT.

11. As-Built Drawings. CONSULTANT shall assist the OWNER with final closeout documentation from the CONTRACTOR and provide as-built drawings, which include civil/process information as necessary, and product manuals for all equipment installed. Closeout and as-built documentation shall be completed within thirty (30) calendar days after the completion of the construction project. Provide the OWNER with one paper copy and an electronic copy in AutoCAD of the record drawings.

12. Operation & Maintenance Info. Review and assemble the operating and maintenance information supplied by the manufacturers of the equipment. This task to include both hardcopy and electronic versions.

13. Deliverables. The CONSULTANT shall provide the following:
   - Stamped and marked up shop drawings.
   - Requests for information from the CONTRACTOR.
   - Prospective change orders and documentation.
   - Forward CONTRACTOR progress pay requests when approved.
   - Letter recommending acceptance of project.
   - Hardcopy and electronic copies of Record Drawings, as builts.

III. COMPENSATION GUIDANCE

Compensation for CONSULTANT’s services shall be as described in the body of this Supplemental Agreement. Under the agreement, it is understood that the City of Des Moines will reimburse the OWNER for CONSULTANT’s services related to City of Des Moines-owned aspects of the project. In order to facilitate equitable sharing of consulting fees and aid the preparation of the agreement, CONSULTANT estimates a division of fees as follows:

   - WRA Portion (Gatewells 245, 265, 279, 286, 295, 430, 493) = 80%
   - City Portion (Gatewells 497A & 497B) = 20%
MEMORANDUM

June 5, 2015

To: WRA Technical Committee

From: James Beck

Re: WRA Biogas to Grid Injection Evaluation – Information

The Wastewater Reclamation Facility (WRF) produces about 500 million cubic feet (MCF) of biogas annually. Of that amount, 170 MCF is used beneficially to produce heat and electricity that WRF would otherwise purchase from the utility, and about 130 MCF is sold to Cargill where it substitutes for natural gas. The remaining 200 MCF is excess and flared using a waste gas burner.

The Operating Contractor’s Staff has pursued various beneficial uses for the excess biogas knowing that if it is upgraded the improved gas can have a value similar to that of the fuel it is replacing. In 2014 Staff requested proposals (RFP V14-035) for converting biogas to BioCNG (a vehicle fuel alternative) to be produced near the WRF; however, there were no responses to the RFP.

In 2014 Staff requested MidAmerican Energy to evaluate whether the WRF could upgrade biogas to Biomethane and inject it into a MidAmerican pipeline. MidAmerican studied the matter and replied with a proposal outlining the conditions and terms for accepting Biomethane. Subsequently, Staff researched the industry and found a company, Baker Tilly Virchow Krause, LLP, with experience evaluating natural gas contracts including Biomethane injection and requested evaluation of the MidAmerican proposal and whether a market for purchase of Biomethane, a non-Greenhouse Gas (GHG) alternative fuel exists in Iowa. In December 2015, the WRA entered into an agreement with Baker Tilly Virchow Krause, LLP for this purpose.

Joel Laubenstein, Senior Manager of Energy and Utilities for Baker Tilly will present the final findings of the WRA Biogas to Grid Injection Evaluation to the WRA Technical Committee and present recommendations for the future.