



December 10, 2025

Honorable Mayor Paull Wermers and Council Members
c/o Lynette Andera, City Clerk
City of Spillville
P.O. Box 276
Spillville, IA 52168

RE: **Amendment No. 5 to Agreement for Professional Services**
Water System Improvements 2023
Project No.: 22133

Dear Mayor Wermers and Council Members:

Origin Design has prepared the following as the basis for Amendment No. 5 to the following documents:

- Professional Services Agreement dated July 13, 2022,
- Amendment No. 1 dated February 6, 2024,
- Amendment No. 2 dated April 23, 2024,
- Amendment No. 3 dated March 17, 2025
- Amendment No. 4 dated September 23, 2025.

Project Description

The project description in the original Proposal dated July 13, 2022, and modified by Amendment No. 3 dated March 17, 2025 and modified by Amendment No. 4 dated September 23, 2025 shall be modified by the addition of the following:

Contract B required additional Construction Observation services associated with the project.

This Amendment No. 5 defines the reimbursable expenses for scope items D. Construction Basic, E. Field Services During Construction/Construction Observation and H. Technical Engineering Assistance for Legal Needs.

A new construction contract, Contract C – Water Tower Demolition, will be created for the project which will consist of demolition of an existing 40,000 gallon water tower. The demolition will consist of removal and disposal of the steel water tower to the concrete foundation.

Scope of Services

The Scope of Services under Sections A. Preliminary Design; Final Design; and C. Bidding and Contract Award, of the Professional Services Agreement shall remain unchanged.

The scope of services under Section D. Construction Basic and Section E. Field Services During Construction/Construction Observation of Amendment No. 1 and as modified by Amendment No. 3 shall remain unchanged with the exception that additional services as described in the project description above will be amend the total fee as stated under the compensation section for this Amendment No. 5.

DUBUQUE OFFICE
137 Main Street, Ste. 100
Dubuque, Iowa 52001

origindesign.com

800 556-4491

The scope of services under Section F. Preparation of Modified Contract Documents and Plans for Rebidding; Section G. Rebidding and Assistance with Award of Contract, and Section H. Technical Engineering Assistance for Legal Needs shall remain unchanged with the exception that reimbursable expenses for respective sections will be included in the fees stated under the compensation section for this Amendment 5.

Contract C - Water Tower Demolition

The following additional scope of services are added by this Amendment No. 5: Section I. Contract C Contract Documents; Section J. Contract C Bidding and Contract Award; and Section K. Contract C Construction Basic.

I. Contract C - Contract Documents

1. Prepare Contract Documents including a form of contract and bidding documents, bid bond form, agreement, performance and payment bonds, general provisions and covenants, and special contract provisions, using Owner approved forms as applicable. All contract documents should be reviewed by the Owner's legal counsel.
2. Prepare site plan sheets that will detail the site available for the Contractor to utilize for the demolition of the existing water tower.
3. Coordinate with Iowa DNR for review of the Contract Documents for compliance with the Iowa DNR.
4. Prepare an opinion of probable construction cost for the project based upon the project scope. It should be noted that construction cost estimates are no more than estimates reflecting the Engineer's best judgment of construction costs at the time the estimate is made and that actual construction costs based upon the bids received will vary. Owner should be aware that construction costs are subject to factors such as supply and demand, inflation and availability of labor which are beyond the control of the Engineer. The Engineer cannot, therefore, guarantee the accuracy of estimates of construction costs.
5. Submit and provide copies as needed of the contract and bidding documents for Owner's use to make final review of and for initiating the public bidding process with the City Council.
6. Attend one meeting or conferences with the Owner at the project site or the office of the Owner to:
 - i. Review and discuss 95% design.
 - ii. Review and discuss project details with the Owner.
 - iii. Review detailed drawings and specifications with the Owner.

J. Contract C - Bidding and Contract Award

1. Provide up to ten (10) copies of the plans, specifications and contract documents for the proposed project to Owner
2. Assist Owner in obtaining construction bids by:
 - i. Suggesting dates and times for receipt of bids
 - ii. Notifying interested and qualified Contractors and bulletins of the time and date of the receipt of bids and the general nature of the project.
 - iii. Providing copies of drawings, specifications and contract and bidding documents to interested and qualified Contractors, equipment and material suppliers and other interested parties. Iowa law requires the Owner to pay for copies of documents

provided to interested parties. Plans and specifications will be printed and distributed by Tri-State Blueprint in Dubuque. Tri-State Blueprint will invoice the Owner for the costs associated with printing, binding, packaging, and postage/shipping if mailed/shipped, or all plans and specifications.

- iv. Answering questions from Contractors and suppliers and issuing addenda as necessary.
- v. Evaluating and determining acceptability of materials as may be proposed by Contractors and suppliers.
- vi. Attending bid openings.
3. Assist the Owner in evaluating bids by:
 - i. Reviewing bids for completeness and correctness.
 - ii. Tabulating bids received.
 - iii. Investigating qualifications of Contractors.
 - iv. Investigating acceptability of proposed materials, suppliers and subcontractors.
4. Analyze the bids and make recommendations to the Owner for award of contract(s) within ten (10) days after the receipt of bids.
5. Prepare and provide copies, as required, of contract documents including notice of award, improvement contract, performance, payment and maintenance bond for Owner and Contractor use and execution.

K. Contract C – Construction Basic

1. Prepare and agenda for and conduct one (1) preconstruction meeting with Owner and Contractor(s). Compose and distribute minutes to attendees.
2. Consult with and advise Owner and act as its representative as provided for in the construction contract general, supplemental and special conditions, as required. The extent and limitations of the duties, responsibilities and authority of the Engineer as assigned in the construction contract conditions shall not be modified without the Engineer's written consent; all of the Owner's instructions to the Contractor(s) shall be issued through the Engineer who shall have authority to act on behalf of the Owner to the extent provided in the construction contract conditions except as otherwise provided in writing.
3. Review submittals, certifications, brochures, catalog data, and samples, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents.
4. Issue all instructions of the Owner to the Contractor(s) and prepare routine change orders as required. The Engineer may, as the Owner's representative, require special inspection or testing of the work and shall act as initial interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto and shall render opinions on all claims of the Owner and the Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
5. The Engineer will review of the Contractor's applications for payment and supporting documentation. The Engineer shall determine the amount owed to the Contractor and approve, in writing, payment to the Contractor in such amounts; such approvals of payments shall constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the Contract Documents; subject to an evaluation of the work as a

functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to minor deviations from the contract documents correctable prior to completion and to any qualifications stated in his approval. By approving an application for payment, the Engineer shall not be deemed to have represented that he has made any examination to determine how or for what purposes any contractor has used the moneys paid on account of the Contract Price. This agreement assumes that ten (10) applications for payment will be processed.

6. The Engineer will not be responsible for the acts or omissions of any contractor, any subcontractor, or any of the Contractor's or subcontractor's agents or employees or any other person performing any of the work under the construction contract.
7. Provide interpretation of the drawings and specifications.

Compensation

Origin Design proposes to complete the Scope of Services as follows, this Amendment identifies the reimbursable expenses for the project for Construction Basic, Construction Observation and Technical Engineering Assistance for Legal Needs:

- D. **Construction Basic.** The reimbursable expenses (as defined in previous amendments) for scope item D. shall be an estimated fee of Five Hundred Eighty-One Dollars and Twenty-Five Cents (\$581.25).
- E. **Field Services During Construction / Construction Observation.** Additional compensation for scope item E. shall increase the original estimated fee and fee modified by Addendum No. 3 and Addendum No. 4 by Nine Thousand Two Hundred Nineteen Dollars and Fifty Cents (\$9,219.50).
The reimbursable expenses (as defined in previous amendments) for scope item E. shall be an estimated fee of Twelve Thousand Nine Hundred Seventy-One Dollars and Three Cents (\$12,971.03).
- H. **Technical Engineering Assistance for Legal Needs.** Reimbursable expenses (as defined in previous amendments) for scope item H. shall be an estimated fee of Four Hundred Ninety-Three Dollars and Eight Cents (\$493.08).
- I. **Contract C - Contract Documents.** lump sum of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00).
Reimbursable expenses (as defined in previous amendments) for scope item I. are estimated to be Three Hundred Thirty-Three Dollars and Zero Cents (\$333.00).
- J. **Contract C Bidding and Contract Award:** lump sum of Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00).
Reimbursable expenses (as defined in previous amendments) for scope item J. are estimated to be Three Hundred Thirty-Three Dollars and Zero Cents (\$333.00).
- K. **Contract C Construction Basic:** lump sum of Two Thousand Dollars and Zero Cents (\$2,000.00).
Reimbursable expenses (as defined in previous amendments) scope item K. are estimated to be Three Hundred Thirty-Three Dollars and Zero Cents (\$333.00).

Periodic invoicing for items D through K above shall coincide with when actual work is completed and/or when reimbursable expenses are incurred.



General Terms and Conditions

The General Terms and Conditions of the original Professional Services Agreement dated July 13, 2022 shall be applicable to this Amendment No. 5. If the services and fees defined in this Amendment are acceptable, please return one signed copy to our office. If you have any questions, or require further assistance, please feel free to contact me at marc.ruden@origindesign.com or our office at **563 556-2464**. Thank you for choosing Origin Design as the provider of professional services for your project.

Sincerely,
Origin Design Co.

A handwritten signature in black ink, appearing to read "Marc Ruden".

Marc Ruden, PE
Water Resources Team Leader

A handwritten signature in black ink, appearing to read "Lauren Ray".

Lauren Ray, PE, SE
Vice President / Secretary

I hereby accept this Contract Amendment 5 Agreement and authorize this work.

FOR: City of Spillville, Iowa

A handwritten signature in blue ink, appearing to read "P-W".

Authorized Signature

A handwritten date in blue ink, appearing to read "12-16-25".

Date

DUBUQUE OFFICE

137 Main Street, Ste. 100
Dubuque, Iowa 52001

origindesign.com

800 556-4491

A handwritten signature in blue ink, appearing to read "Jo".