F4

City of Hiawatha

Engineering Department

101 Emmons St., Hiawatha Iowa, 52233-1697
PHONE (319) 393-1515 ext. 511 FAX (319) 393-1516

To: **Mayor and City Council** **Date:** **January 10, 2019**

From: John C Bender PE, City Engineer

Re: **Public Street Extension Village Center Addition**

Description: **Professional Services Contract with MMS Consultants Inc.**

Report: As we progress on the development of the new Village Center and the sale of the City owned Oakbrook property, the developer's agreement needs to be finalized as to the agreement for the public street extension. This includes the extension of the existing "A" Avenue approximately 300 feet to the north, and then a new public street extension west back to Robins Road for approximately 650 feet.

The proposed design and construction contract for these two new public street extensions has been negotiated with MMS Consultants, Iowa City. MMS is the design professional that has the contract for the site development of the new Village Center Development. It makes sense to work with this firm as our roadway design must coordinate with their site layout and elevations. Also sewer and water sevices must also be located for future development of the lots. The proposed design contract will include the specifications for approximately the following:

- 950 feet of 26 foot wide concrete street
- 1100 feet watermain and required valves and hydrants
- 800 feet of sanitary sewer and required manholes
- 800 feet of storm sewer and intakes
- Various service connections to future lots
- 600 feet of 10 wide recreational trail
- Soils testing and reports
- Miscellaneous construction to meet current design standards

Engineering recommends approval of a professional services contract with MMS Consultants to proceed with this design work for a lump sum fee of $60,000. If you have any questions, please let me know.

PLAT OF SURVEY #XXXX
HIAWATHA, LINN COUNTY, IOWA

1/3/2019

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

GLEN D. MEISNER _____ 20__
L.S. Iowa Lic. No. 8165

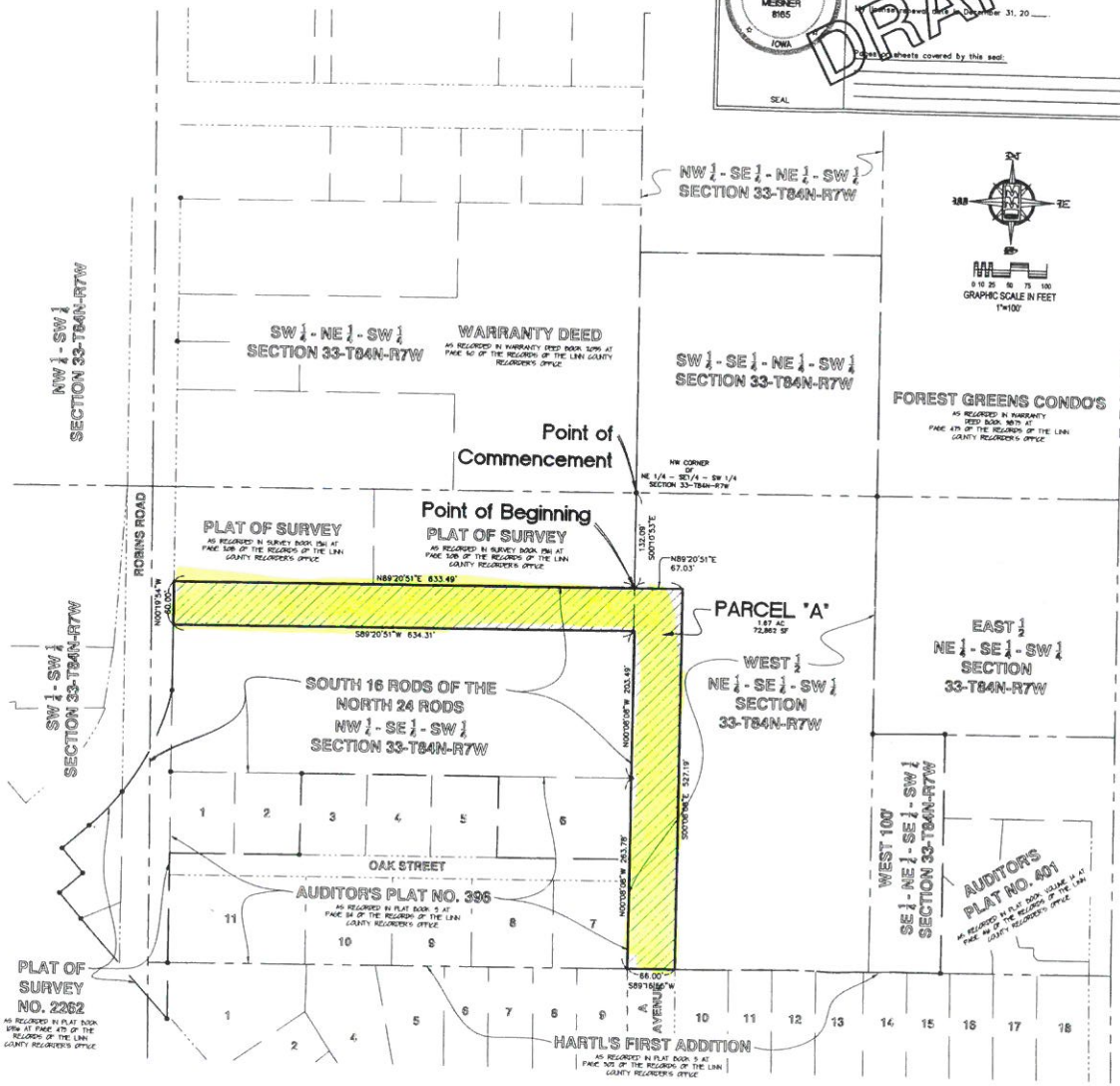
My license renewal date is December 31, 20____.

Pages or sheets covered by this seal:

LICENSED LAND SURVEYOR GLEN D. MEISNER 8165 IOWA

SEAL

DRAFT



FOR COUNTY RECORDER'S USE

LEGEND AND NOTES

- PROPERTY CORNER(S), FOUND (as noted)
- PROPERTY CORNERS SET (5/8" iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
- PROPERTY &/or BOUNDARY LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- (R) RECORDED DIMENSIONS
- (M) MEASURED DIMENSIONS
- C23-1 CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

GRAPHIC SCALE IN FEET
1"=100'

LOCATION:	A PORTION OF THE RETRACEMENT PLAT OF SURVEY IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 7674, AT PAGE 99 IN THE RECORDS OF THE LINN COUNTY RECORDER'S OFFICE TO HIAWATHA, IOWA, LOCATED IN THE A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 84 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN
LAND SURVEYOR, INCLUDING FIRM OR ORGANIZATION:	GLEN D. MEISNER P.L.S MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282
SURVEY REQUESTED BY:	CITY OF HIAWATHA 81 EMMONS ST. HIAWATHA, IOWA 52233
PROPRIETOR OR OWNER:	CITY OF HIAWATHA 81 EMMONS ST. HIAWATHA, IOWA 52233
DATE OF SURVEY	DECEMBER 21, 2017
DOCUMENT RETURN INFORMATION:	
LAND SURVEYOR	

LEGAL DESCRIPTION - PARCEL "A"

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 84 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING at the Northwest Corner of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 33, Township 84 North, Range 7 West, of the Fifth Principal Meridian; Thence S00°10'53"E, along the East line of the Plat of Survey as recorded in Plat Book 1961, at page 208 in the records of the Linn County Recorder's Office, a distance of 132.09 to the Southeast corner thereof and the POINT OF BEGINNING; Thence N89°20'51"E, 67.03 feet; Thence S00°08'08"E, a distance of 527.19 feet to a point on the North line of Hartl's First Addition, in accordance with the Plat thereof, as recorded in Plat Book 5, at Page 302 in the records of the Linn County Recorder's Office; Thence S89°16'55"W, along said North line to the Southeast Corner of Auditor's Plat No. 396, in accordance with Plat thereof, as recorded in Plat Book 9, at Page 114 in the records of the Linn County Recorder's Office, a distance of 66.00 feet; Thence N00°08'08"W, along the East line of said Auditor's Plat, a distance of 263.78 feet to the Southeast Corner of the South 16 rods of the North 24 rods of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 33, Township 84 North, Range 7 West, of the Fifth Principal Meridian; Thence N00°08'08"W, along the East Line of said South 16 rods, a distance of 203.49 feet; Thence S89°20'51"W, a distance of 634.31 feet to a point on the East Right-Of-Way line of Robins Road; Thence N00°19'54"W, along said East Right-Of-Way line, a distance of 60.00 feet; Thence N89°20'51"E, along the South line of a Plat of Survey Recorded in Survey Book 1961 at Page 208 in the records of the Linn County Recorder's Office, a distance of 633.49 feet to the POINT OF BEGINNING. Said Parcel "A" contains 72,862 square feet (1.67 acres), and is subject to easements and restrictions of record.

MMS

CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date	Revision
01-02-19	PER GDM REVIEW- NPB

PARCEL "A"

PLAT OF SURVEY #XXXX

HIAWATHA
LINN COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	12/21/18
Designed by: JDM	Field Book No. 1237
Drawn by: NPB	Scale: 1" = 100'
Checked by: GDM	Sheet No. 1 of 1
Project No.: IOWA CITY 5671-002	

C:\MMS\5671-002\5671-002.dwg 1/3/2019 4:43:08 PM, NPB

MMS Consultants, Inc.
Experts in Planning and Development Since 1975

1917 S. Gilbert Street
Iowa City, Iowa 52240
319.351.8282
mmsconsultants.net
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Environmental Specialists
Landscape Architects
Land Planners
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PROFESSIONAL SERVICES AGREEMENT

ATTN: John Bender
City of Hiawatha
101 Emmons Street
Hiawatha, IA 52233

PROJECT: Topographical Survey, Construction Documents and Construction Staking and Administration for Village Center Project
PROJECT LOCATION: 155 Robins Rd, Hiawatha, Iowa
DATE OF AGREEMENT: January 8, 2019

PROJECT DESCRIPTION

This project will consist of a topographical survey, preliminary engineering and final construction documents for the public improvements associated with the Hiawatha Village Center development project in Hiawatha, Iowa. The work will include approximately 1000 lineal feet of public street (26' wide, 7" thick PCC paving with integral curb and gutter), with associated sanitary sewer and service stubs, water main and service stubs, and storm sewer. The work will include ADA sidewalk curb ramps at intersections and a 10' wide PCC trail along the east/west portion of the street. The project will be designed in accordance with SUDAS Specifications as approved by the City of Hiawatha. The general scope of work to be included in the project is shown on the attached cost estimate prepared by the City Engineer.

SCOPE OF SERVICES

The project consists of the following scope of services:

A. TOPOGRAPHIC SURVEY

The intent of this phase is to obtain and accurate topographic survey of the project area. Work under this phase is expected to include:

1. Locate all existing features above ground within the area to be affected by the proposed sanitary sewer improvements:
    i. Top of curb, gutter and centerline elevations of streets at 50 foot intervals
    ii. Fences, walls, posts, poles, trees, etc.
    iii. Location, size, and depth of all buried utilities, structures and features not reasonably accessible from the ground surface shall be as marked and identified in the field by the owner of each utility or from "Record-of-Construction" information provided by the respective utility owner. Specific utilities to be located are as follows:
        1. water and gas mains
        2. power, communication and CATV lines
        3. existing storm and sanitary sewer on/near the site, including flow direction, slope, type, size, top and invert elevations of all inlets, culverts, manholes, headwalls, etc.

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B. FINAL DESIGN, PERMITTING AND BIDDING

1. Meet with affected adjacent residents at a public information meeting (fee based on one (1) meeting)
2. Attend City Council meetings as required to inform Council of project progress
3. Prepare Project Design and Construction Documents; including detailed project plans and specifications for construction:

- Coordinate with City staff and representatives on design and specifications;
- Attend meetings with the designated Client personnel, and others whose approval is critical to the final approval of the construction documents for the improvements;
- Submit completed documents to City Council for review and approval;
- Prepare responses to any comments received from City, revise documents or plans as needed;
- Prepare Engineer's Estimate of Cost to construct the improvements as shown on the completed and approved construction plans and documents.

4. Submit plans and specifications to Iowa DNR in support of an application for sanitary sewer or water main construction permit. Permit fees shall be paid for separately by the CLIENT. Assist CLIENT with obtaining NPDES erosion control permit from the Iowa DNR for the project.

5. Prepare necessary bid documents including form of contract and required bid and public hearing notices. Distribute advance notice to potential bidders and distribute plans and specifications to contractors and plan holders. Fee also includes the costs for printing, distribution, mailing or shipping of bidding documents and issuance of addenda as plans for public improvements projects shall be provided to bidders at no cost or with a refundable plan holder fee.

6. Assist the City with the Bidding Process.

- Publish all required notices;
- Distribute plan and specifications sets;
- Respond to bidder/contractor questions;
- Assist City with bid opening, tabulation of bids received, evaluate bids received and provide a recommendation regarding award of contract;
- Assist City with processing contract, performance bond, proof of insurance for final approval and execution.
- Schedule and attend preconstruction conference

C. CONSTRUCTION ADMINISTRATION

1. Assist City with administration of the contract. City will be lead agency for construction observation and administration, including change orders and pay requests. Work will be completed on an hourly basis as requested by the City.

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D. GEOTECHNICAL REPORT

The geotechnical report will include 3 soil borings in the proposed roadway ROW and a report prepared by a licensed geotechnical engineer. The report will outline existing subsurface soil conditions with recommendations for subgrade preparation and trench excavation and backfill for utilities.

SERVICES DO NOT INCLUDE

1. Construction observation or testing (to be provided by the City)
2. Construction staking (to be included in the contract bid package)
3. Recording fees
4. Rezoning Exhibits application
5. Floodplain or Wetlands Permit Application

COMPENSATION

A) TOPOGRAPHICAL SURVEY	Fixed Fee	**$6,500**
B) FINAL DESIGN, PERMITTING AND BIDDING	Fixed Fee	**$50,500**
C) CONSTRUCTION ADMINISTRATION	Hourly	
D) GEOTECHNICAL REPORT	Fixed Fee	**$3,000**
TOTAL		**$60,000**

ADDITIONAL SERVICES

MMS Consultants, Inc. will provide additional services as directed by the Client at our current hourly rates.

ESTIMATED PROJECT SCHEDULE

Finalize Agreement	January 2019
Topographic Survey	February 2019
Preliminary Design	March 2019
Final Design and Permitting	April-May 2019
Bid Letting	June 2019
Award Contract	June 2019
Begin Construction	July-August 2019
Construction Completion	October-November 2019

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TERMS AND CONDITIONS

1. Standard of Care will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MMS makes no warranties, express or implied, under this Agreement or otherwise, in connection with services required to be performed by this Agreement. MMS and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers and suppliers.
2. MMS shall not at any time supervise, direct or have control over any contractor's work, nor shall MMS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
3. MMS neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.
4. MMS Shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except MMS's own employees) at the Project site or otherwise furnishing or performing any construction work in connection with the Project; or for any decision made based on interpretations or clarifications of the construction contract given by Owner without consultation with and advice of MMS.
5. All design documents prepared or furnished by MMS are instruments of service and MMS retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
6. To the fullest extent permitted by law, Client and MMS (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that MMS's total liability to Client under this Agreement shall be limited to the total amount of the compensation received by MMS pursuant to this Agreement.
7. The information and services provided by MMS pursuant to this Agreement are intended for use only by Client. No third party shall have any right arising from this Agreement or the documents produced pursuant to this Agreement. As additional consideration for the performance the services called for hereunder, Client agrees to hold harmless and indemnify MMS and its employees, officer, directors, and agents for all costs, expenses, legal fees, awards, settlements, and judgments in any legal proceeding brought by any third party who claims that he or she relied on representations made in such documents and was damaged thereby. Client's request that MMS release copies of documents produced pursuant to the terms of this Agreement shall be at Client's risk with respect to the contents of this paragraph.
8. If Client claims that MMS has made an error in any of the services provided hereunder, Client will inform MMS of the alleged error and allow MMS to inspect the property before Client takes any action to correct the alleged error or which would otherwise make it difficult or impossible for MMS to evaluate the existence of the alleged error. If Client repairs or otherwise provides a remedy for such alleged error or further disturbs the property such that it becomes impossible for MMS to confirm the existence or otherwise evaluate the alleged error, Client waives any and all actions against MMS for such alleged error.

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9. Client shall indemnify and reimburse MMS for any and all costs and expenses associated with any civil action arising under this Agreement, including but not limited to attorney's fees, costs, and expenses, unless Client unilaterally prevails in a court of competent jurisdiction.
10. Upon complete execution of the Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services thereafter until said services are complete. Client shall not have the right to terminate this Agreement or to cancel MMS's services unless the entire project of which MMS's services are a component part has been ceased or cancelled. In said event, Client shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.

AGREEMENT

This is an Agreement made as of _____, 2019, between MMS Consultants, Inc. (MMS) and City of Hiawatha (CLIENT - legally responsible party). CLIENT hereby engages MMS Consultants, Inc. to perform services as outlined and according to the terms and conditions expressed herein. IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

MMS Consultants, Inc.

By: _____
Kelly J. Beckler, PE
President

City of Hiawatha

By: _____
Address for giving notices:
101 Emmons Street
Hiawatha, IA 52233

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RESOLUTION NO. 19-
City Council

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR DESIGN WORK CONNECTION WITH THE VILLAGE CENTER ADDITION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA, that the Mayor is hereby authorized to sign a Professional Services Agreement between the City of Hiawatha and MMS Consultants, Inc. for the following purposes and under the following terms:

preparation of design work and specifications for the Village Center Addition, in an amount not to exceed $60,000.00, as shown in the attached Exhibit 'A.'

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 16th day of January, 2019.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kari Graber, Deputy City Clerk