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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:** **March 14, 2019**

From: John C Bender PE, City Engineer

Re: **Professional Services Agreement with MSA Professional Services (Attached)**

Description: **2019- 12th Avenue Reconstruction Project**

Report:

The recently adopted CIP has LOST funds included to develop a resurfacing project for the section of 12th Avenue from the south connection at Blair's Ferry Road north to Lyndhurst Drive. We have analyzed several methods of reconstruction for this collector street, and because of the deteriorated condition and the traffic volumes, we have determined the most cost effective solution to improve the riding surface of the street is a "crack and seat" method of reconstruction. Hiawatha has done this type of work befroe on Emmons Street, Bowler Street, and Raney Street that has provided a good surface for many years. The process stabilizes the existing street by pulverizing the concrete and placing a new asphalt overlay on the surface. This eliminates the reflective cracking that happens in a new asphalt surface after years of freeze thaw winters.

We looked for a design firm that has experience in this type of work and have asked MSA Professional Services to provide us a scope, schedule, and fee to develop plans and specifications in order to construct this project this summer. We will also do soil testing and prepare a design concept as we anticipate unstable conditions under the current street.

The second area of concern is this section of 12th Avenue is approximately 2000 feet long and has 6 street intersections that all have non-conforming sidewalk ramps. None of the sidewalk ramps currently meet ADA standards. A large portion of this project is the survey and design work needed to reconstruct the ramps to current standards. The approach would be to reconstruct the ramps before the asphalt surface is placed, and then the resurfacing can match the new adjusted sidewalks. We have considered this work in the original construction estimate.

This is a quick turn-around project for this summer. We have had an excellent experience with the MSA quality of work and meeting project deadlines. We can recommend their firm for this project.

We have met with the design engineers and have negotiated the attached contract. The contract includes:

- Utility research and coordination.
- An engineering study including soil samples for the ultimate design and specifications.
- The engineering design and specifications for the replacement of the existing sidewalk ramps to current ADA standards in the 6 intersections included in the project.
- The engineering design and specifications and bidding documents for the crack and seat and resurfacing project for approximately 2000 feet of 12th Avenue.
- Prepare for one public open house to advise the neighbors of our project schedule.
- Cost opinions at various stages of design to maintain budget controls.
- Traffic control and staging plans.
- The design fee is not-to-exceed $45,100.00, plus $3,900 for the soil research.
- The schedule for bidding is anticipated in July 2019.
- Construction to take place by fall of 2019.
- Total budget is $400,000 funded with LOST funds.

Engineering recommends approval of the design agreement. If you have any questions regarding this project, please let me know.

Litchfield Dr
N 12th Ave
Milstead Dr
N 10th Ave
Lyndhurst Dr
N 14th Ave
Cress Pkwy
Emmons St
N 11th Ave
14th Ave
Eisenhower Rd
Rainbow Blvd
10th Ave
13th Ave
Raney St
Bowler St
Blairs Ferry Rd
Agin Ct NE
MSA
ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
6045 Rockwell Drive NE, Cedar Rapids IA 52402
(319) 364-4773 www.msa-ps.com
N
1000 ft

Crack and Seat and Overlay Process

Existing Sidewalk Ramps 12th And Emmons Street

New Ridewalk Ramp Design

Professional Services Agreement

This AGREEMENT (Agreement) is made today March 20, 2019 by and between CITY OF HIAWATHA (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: 12th Avenue Pavement Rehabilitation

The scope of the work authorized is: See Attached

The schedule to perform the work is: Approximate Start Date: 3/25/2019
Approximate Completion Date: 12/31/2019

The estimated fee for the engineering design work is: $45,100
The estimated fee for the geotechnical investigation work is: $ 3,950

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a cost, not to exceed basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF HIAWATHA

_____
Bill Bennett
Mayor
Date:_____

MSA PROFESSIONAL SERVICES, INC.

_____
Joe Elsinger
Team Leader
Date: 3/14/2019

101 Emmons Street
Hiawatha, IA 52233
Phone: (319) 393-1515
Fax: (319) 393.1516

6045 Rockwell Drive NE, Suite A
Cedar Rapids, IA 52402
Phone: (319) 364-4773
Fax: (319) 364-2578

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA 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 MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA 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 Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

PROJECT DESCRIPTION

The project consists of rehabilitation of North 12th Avenue between Blairs Ferry Road and Lyndhurst Drive in the City of Hiawatha, IA. The City intends to rehabilitate the existing concrete roadway as it is older pavement with areas of significant cracking. Areas of excessive damage will be replaced with full depth ACC patches prior to overlaying.

The project area is approximately 2,000 linear feet long. The road project will also include upgrades of existing pedestrian ramps to be ADA compliant. Design will be based on 2019 Iowa Statewide Urban Design and Specifications (SUDAS) standards.

Prior to a preliminary investigation, City Staff prefer the crack and seat with a three-inch ACC overlay rehabilitation method. It is assumed that grading operations will be limited to ADA ramp construction and full depth ACC patches, which will be less than one acre of disturbance and not require a NPDES permit. At the beginning of this project, it is assumed that the existing roadway is six inches thick of PCC built on in-situ subgrade. This will be verified or revised based on the geotechnical investigation and pavement cores. Existing utilities (water and sanitary) are assumed to not need replacement.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. **Project Administration**
    - **Project Administration/Management**
        - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project. Issue design updates to client, minimum monthly.
    - **Quality Assurance/Quality Control**
        - Employ documented quality-assurance/quality-control procedures throughout project.
    - **Design Meetings (up to 2)**
        - Preliminary Plan review: Attend one meeting with staff after preliminary plans are complete, prior to starting final plans.
        - Final Plan review: Conduct one meeting to review plans with City staff.
2. **Site Investigation**
    - **Right-of-Way Research**
        - Utilize recorded survey documentation in project area to determine right-of-way locations.
    - **Contact Utility One Call**
        - Utilize markings and mapping provided by one-call agency to assess locations of existing private utilities in the area.
    - **Topographic Survey**
        - Collect location and elevation data of existing features at the site for use as basis of design.
            1. existing alignments, profiles, and widths
            2. shoulders/parking area
            3. driveways
            4. mailboxes
            5. curb and gutter

6. sidewalk and pedestrian ramps
7. trees and landscaping
8. fences and walls
9. signage

- **Utility Structure Survey**
  - Investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.
- **Coordinate Sub-Surface Investigation**
  - Provide project information to geotechnical subconsultant, field-locate borings, coordinate final report, and record elevations of borings.

3. Design

- **Rehabilitation Research**
  - Research and compare crack and seat with overlay, overlay only with interlayer, and full reconstruction.
- **Roadway Design:**
  - Develop horizontal and vertical alignments for roadway and sidewalk. Prepare pavement design for crack, seat and overlay, typical section, cross sections and construction details.
- **Erosion Control Design**
  - Determine location and type of erosion control devices needed to meet regulatory requirements.
- **Traffic Control Design:**
  - Determine location and type of traffic control devices needed to safely route traffic around and through the construction site.
- **ADA Design:**
  - Design ADA compliant pedestrian ramps and required sidewalk reconstruction work.
- **Construction Cost Estimate:**
  - Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.
- **Plan Preparation and Drafting**
  - Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
  - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development. Final plans will include:
    i. A.01 Title Sheet
    ii. A.02 Legend and Design Information
    iii. A.03 Overall Project Layout
    iv. C.01 Contacts and Notes
    v. C.02 Standard Details
    vi. C.03 Quantities
    vii. C.04 Estimate Reference
    viii. C.05 Erosion Control Plan
    ix. D.01-D.04 Roadway Plan and Profile

x. G.01 Reference Ties and Benchmarks
xi. U.01 Details (if necessary)

- **Specifications**
  - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents. Project to follow SUDAS design standards and specifications.
- **Utility Coordination**
  - Coordination and Communication
    - Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
    - Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
    - Provide utility companies with preliminary and final plans for the project.
    - Invite utilities to pre-construction meeting.
- **Agency Coordination**
  - Project updates with the City of Hiawatha
- **Public Engagement Meeting (1)**
  - Public Information Meeting: Conduct one meeting, consisting of a brief presentation about the project, and a question/answer period.
  - Unless otherwise noted, all meetings will take place at City Hall in Hiawatha.

4. **Bidding**
   - Advertise for bids
     - Utilize Rapids Reproduction or equal to distribute bid documents.
   - Addenda
     - Issue Addenda as appropriate to clarify, correct, or change the bidding documents.
   - Attend Public Bid Opening.
   - Prepare Tabulation of Bids.
   - Assist Owner in evaluating bids and issue recommendation of Award.

SUBCONSULTANTS

MSA will work with subconsultants to complete the following tasks, which are included in our fee.

- Geotechnical Investigation (Terracon)

DELIVERABLES

MSA will provide the following deliverables:

1. Topographic base map: two electronic files, one AutoCAD dwg format (points and line work only), and one PDF format.
2. Recommendation of rehabilitation method.
3. Preliminary plans: two (2) paper copies, one PDF file of the preliminary plans, and construction cost estimate for Owner review.
4. Preliminary Construction Cost Estimate
5. Final plans: two (2) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review.
6. Final Construction Cost Estimate

7. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority, if not completed by City.
8. Bidding Documents: two (2) paper copies, one PDF file of the bidding documents, including project manual, plan sets and addenda.

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Assistance with documentation and acquisition of real estate and/or temporary or permanent easements.
2. Survey mapping and monumentation.
3. Utility system modeling and design.
4. Funding applications and administration.
5. Additional meetings not specifically listed in the scope.
6. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
7. Permit assistance related to NPDES, erosion control, surface waters and wetlands.
8. Variance requests (if required for permit applications included in the scope).
9. Updates to Owner's electronic Geographic Information System to reflect changes from project.
10. Design to replace or relocate stormwater structures (intakes, sewer, or manholes).
11. All construction related services.

PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
March 2019	Owner approves Professional Services Agreement
March/April 2019	MSA begins work
May 2019	Preliminary Plans complete
June 2019	Final Plans complete
July 2019	Bidding process
August 2019	Owner awards construction contract
Sept. 2019 to November 2019	Construction
December 2019	Project Closeout

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will authorize submittal of necessary permit applications and pay associated fees.
- Owner will pay MSA as follows:

FEE SUMMARY

The Owner will compensate MSA for the Scope of Services listed above on a time and materials not-to-exceed basis as follows:

Project Administration	$ 5,200
Site Investigation	$13,900
Design	$23,000
Bidding	$ 3,000
Total Engineering	**$45,100**
Geotechnical Analysis	**$ 3,950**

RESOLUTION NO. 19-
City Council

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR DESIGN WORK CONNECTION WITH THE 2019 12TH AVENUE RECONSTRUCTION PROJECT

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 MSA Professional Services Inc. for the following purposes and under the following terms:

preparation of design work and specifications for the 2019 12th Ave Reconstruction Project, in an amount not to exceed $49,050.00, as shown in the attached Exhibit 'A.'

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 20th day of March, 2019.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kari Graber, City Clerk