F11

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:** **April 25, 2019**

From: John C Bender PE, City Engineer

Re: **Professional Services Agreement with Shive Hattery Engineers (Attached)**

Description: **2019 Storm Sewer Project**

Report: There several areas of concern for storm water issues that have been brought to the attention of staff and the City Council. These are areas that citizens have approach us for solutions to some existing storm water drainage problems that have mostly existed for a number of years. We have taken the approach that we will keep these areas on a list for Council and when funds become available, we could have the design work done that will allow us to hire a contractor to make the needed repairs. We did this type of work last year for the Fisher Group drainage improvements that has made a great improvement in reducing localized flooding during heavy rains.

Because these projects are smaller, we have taken the approach that if we can group these projects together, we can invite several contractors that might be interested in bidding on a larger project for us. We have proposed three storm sewer improvements projects be included in one bid package that could be completed this summer:

- Pirie Drive to the west of Nixon Elementary School
- Kainz Drive south of Boyson Road
- Raney Street east of 12th Avenue

We need to have the design and bidding documents prepared in order to proceed to get this work constructed this year. The one area of concern, Kainz Drive south of Boyson Road, is the area that became apparent during the development of the Dave Wright site. Because Shive Hattery was working in the area and had a lot of knowledge of the drainage conditions, we asked them to develop a plan for the needed repairs at that location, and also look at the other 2 areas we that investigated previously.

The best approach is to combine these projects into a single bid package. The proposal provided included the following:

Pirie Drive:

- Perform topography survey
- Prepare storm water calculations
- Perform Boundary survey
- Prepare temporary and permanent Easement documents
- Develop 2 storm sewer concepts
- Prepare plans and specifications for new improvements
- Attend public meeting

Kainz Drive:

- Perform topography survey
- Prepare storm water calculations
- Perform Boundary survey
- Prepare temporary and permanent Easement documents
- Prepare plans and specifications for new improvements
- Attend public meeting

Raney Street:

- Perform topography survey
- Prepare storm water calculations
- Prepare plans and specifications for new improvements
- Attend public meeting

The not-to exceed cost in the proposal for the above design is $45,700. The funding for this project will be a combination of storm sewer reserve funds and LOST funds. Engineering recommends approval of the final agreement.

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

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

PROJECT: City of Hiawatha - Storm Sewer Improvements

PROJECT LOCATION: Hiawatha, IA

DATE OF AGREEMENT: March 6, 2019

PROJECT DESCRIPTION

Thank you for the opportunity to provide professional engineering services for your storm sewer improvements projects. There are three (3) areas to prepare storm sewer improvements which will be combined into one project. These areas are shown in Exhibit A which is attached.

Project Site Locations:
Site A | Storm Sewer Improvements (along Pirie Drive to the west of Nixon elementary School)
Site B | Storm Sewer Improvements (Kainz Drive south of Boyson Road)
Site C | Storm Sewer Improvements (on Raney Street east of 12th Avenue)

SCOPE OF SERVICES

We will provide the following services for the project:

Land Survey Services and Civil Engineering

These services will consist of the following tasks:

1. **Land Survey Services:**

    a. Submit One Call request to locate utilities | All Sites

    b. Perform topographic survey | All Sites

    c. Prepare base map | All Sites

    d. Perform boundary (research, field work and calculate boundary) | Sites A & B

    e. Prepare retracement plat of survey | Sites A & B

    f. Remonument obliterated corners affected by construction | Sites A & B

    g. Record retracement plat | Sites A & B

2. **Design Phase Services:**

   a. Prepare storm sewer calculations to determine size and locations for improvements | Sites A & B

   b. Prepare two (2) storm sewer concepts to review with City including cost opinions | Sites A & B

   c. Attend one (1) property owner meeting (if necessary) to discuss storm sewer alternatives | Sites A & B

   d. Prepare draft final plans on preferred alternative and submit to City | All Sites

   e. Prepare project manual | All Sites

   f. Attend review meeting with City | All Sites

   g. Prepare final plans and project manual for bid | All Sites

3. **Bid & Construction Phase Services:**

   a. Answer questions during bid phase | All Sites

   b. Attend one (1) pre-construction meeting | All Sites

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.

2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.

3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.

4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee
Land Survey Services *Topo and Boundary*	Fixed Fee	$16,750
Design Phase Services	Fixed Fee	$27,750
Bid & Construction Phase Services	Fixed Fee	$1,200
ESTIMATED TOTAL		$45,700

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- *Expenses are included with the exception of printing costs.

See attached Expense Fee Schedule.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Watershed stormwater analysis and report.
2. Additional property meetings.
3. Construction administration/ observation.
4. Prepare temporary and permanent easements (anticipate a total of 4-temporary easements and 4-permanent easements) | Sites A & B
   A. *Temporary and Permanent Easement Exhibits - $1,000 each*

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery March 2016

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs , in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars ($50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to

to performance of the job with or without accommodation.

COMPLETE AGREEMENT
This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.

Jordan Dreyer

Jordan Dreyer, Project Manager
jdreyer@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Hiawatha, IA

BY:_____ **TITLE:**_____
(signature)

PRINTED NAME:_____**DATE ACCEPTED:**_____

CC: Nick Hatz, Shive-Hattery, Inc.
Justin Campbell, Shive-Hattery, Inc.

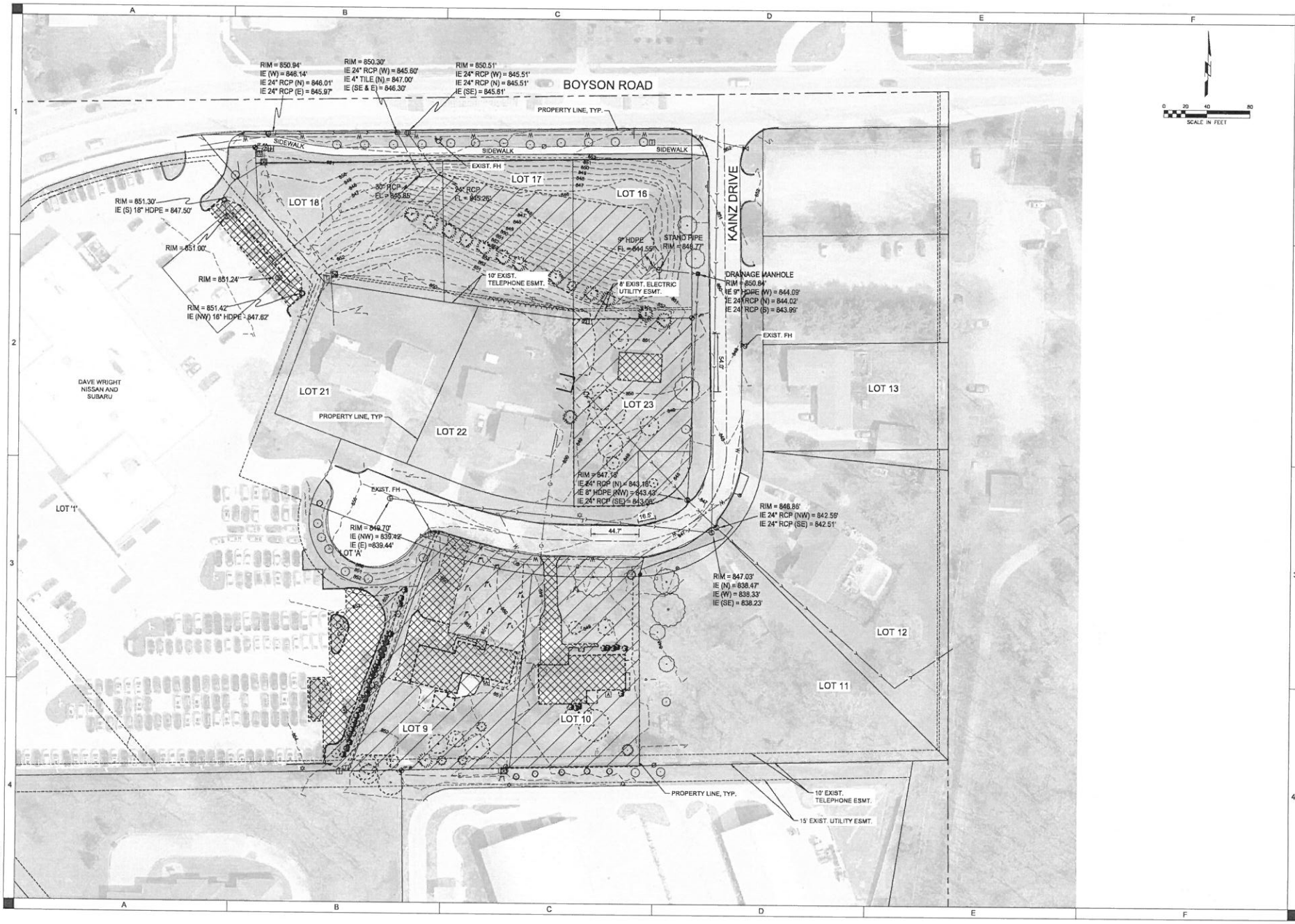
Robins Rd
DentWorx
Pate Dr
Terry Ave
Wright Storage
Nixon Park Trail
Ryan Ave
Nixon Elementary School
Nixon Park Trail
Pirie Dr
Quick Mart
Liquor and Wine
Pirie Dr
Pirie Dr
Robins Rd
Robins Rd

Site A

Boyson Rd
Cedar Valley Nature Trail
Kainz Dr

Site B

Site C



SHIVEHATTERY
ARCHITECTURE + ENGINEERING
315 Second Street SE Suite 800 | Cedar Rapids, Iowa 52401
319 364 0227 | fax: 319.364.4251 | www.shive-hattery.com
Iowa | Illinois | Indiana

CITY OF HIAWATHA - STORM SEWER IMPROVEMENTS

CITY OF HIAWATHA
999 BOYSON ROAD, HIAWATHA, IA

PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN: EAV
APPROVED: CRH
ISSUED FOR: EXHIBIT
DATE: 12/13/2018
PROJECT NO: 2172390
FIELD BOOK: --
CLIENT NO: --

EXISTING CONDITIONS

EX

RESOLUTION NO. 19-
City Council

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR DESIGN WORK IN CONNECTION WITH 2019 STORM SEWER 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 Shive Hattery Engineers, for the following purposes and under the following terms:

Land survey services, design phase services and bid and construction phase services in an amount not to exceed $45,700.00, as detailed in the attached Exhibit 'A.'

AYES:
NAYS:

PASSED AND APPROVED this 1st day of May, 2019.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kari Graber, City Clerk