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Public Works

City Transit
263-8152

MEMORANDUM

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

To: Mayor and City Council Members

CC: Gregg Mandsager, City Administrator

FROM: Brian Stineman, Public Works Director

DATE: November 15, 2016

RE: Request to Approve Contract for Services for Public Safety Building HVAC Improvement.

INTRODUCTION:

At the in-depth council meeting on November 10, 2016 council approved the recommendation of staff to approve Option A as presented by A&J Associates PC which includes installation of a 20 ton air cooled chiller and spare motors at the Public Safety Building.

BACKGROUND:

A&J Associates PC has supplied the attached scope of work to provide engineering services for the City of Muscatine for the construction of HVAC additional cooling to the Public Safety Building.

RECOMMENDATION/RATIONALE:

It is the recommendation of the Public Works Department that council approve this scope of work and contract with A&J Associates PC in order to move forward with the installation of the improvements before they are needed in 2017.

BACKUP INFORMATION:

Scope of work supplied by A&J Associates PC



November 15, 2016
Proposal for Consulting Engineering Services

City of Muscatine, Muscatine, Iowa

Public Safety Building
HVAC Additional Cooling Capacity
A&J #201644.01

SCOPE OF WORK

A&J Associates PC (A&J) proposes to provide consulting engineering services for City of Muscatine for the construction of HVAC Additional Cooling to the Public Safety Building located in Muscatine, Iowa as described below.

1. The basis of agreement between A&J and City of Muscatine for consulting engineering services will be this executed proposal.
2. Registered Professional Engineers from A&J will sign and seal the construction documents.
3. A&J's basic scope of work includes the development and completion of the construction drawings and the preparation of specification sections.
4. A&J's basic services scope of work includes:
 - a. Preparation of mechanical and electrical systems construction drawings for:
 - i. Additional Cooling Capacity
 - ii. Plumbing incidental to the HVAC replacement
 - iii. Electrical Power distribution incidental to the additional cooling capacity
 - iv. General construction/Architectural construction incidental to the additional cooling capacity.
 - b. The project's scope of work includes:
 - i. HVAC additional cooling capacity shall be additional slip stream water chiller identified as Option A in the Additional Cooling Capacity Study performed by A&J Associates, dated October, 2016.
 - c. Preparation of the Project manual with appropriate specification sections.
 - d. Bidding and negotiation period services including preparation of any required /applicable addenda to bidding documents and review of contractor's bids.
 - e. Shop drawing and submittal review
 - f. Performing on-site review and preparing observation reports. A&J personnel will attend periodic construction coordination meetings and will make on-site observation visits three (3) times during the construction period. It is assumed that the construction period will be no longer than 3 months.
 - g. Provide substantial completion review and punch list and final closeout review.
 - h. Preparation of "as-built" construction documents from contractor's mark-ups.
 - i. Processing contractor's pay applications
 - j. Preparation of and processing of change orders

WORK EXCLUDED

The following items are not part of A&J's scope of work or design responsibility:

- LEED Design or Accreditation services
- Value Engineering
- Acting as construction coordinator
- Participating in any energy conservation rebate analysis program provided by the serving Utility companies. The energy rebate analysis design fees are reimbursed by the utility company and are considered extra design scope.
- A&J will act as a professional engineer on this project. A&J will not act as a contractor.

ASSUMPTIONS FOR DETERMINING FEE

A&J proposes to do the basic services scope of work as described above based on the following assumptions and clarifications:

- City of Muscatine will provide A&J with architectural floor plans in electronic format for areas where A&J does not have drawings. The drawings will be in the Auto-Cad format.
- A&J will perform all printing, copying and distribution of all drawings and specifications as a reimbursable expense.
- Personnel from A&J and City of Muscatine will meet periodically with the user group or other owner/user representatives during the design phase to formally discuss the project status and exchange information on a formal basis. Informal information exchange can occur on a daily basis through mail, telephone, fax or email means.
- There will be one General Contractor with applicable subcontractors for the project.

DELIVERABLES

A&J will provide City of Muscatine with the following deliverables during the project duration.

- Completed construction drawings in the Auto-Cad format plotted on vellum for printing and/or in electronic format via "E-Mail".
- One paper copy of completed project manual
- Intermediate issue of the construction drawings as needed for review by City of Muscatine or the Users. These will be submitted in the Auto-Cad format via "E-Mail".
- Printing construction documents and distribution of construction documents to contractors for bidding. Printing and distribution to construction documents for bidding will be a reimbursable expense.
- Shop drawing review of contractor's submittals.
- Field observation reports of the items observed during visits to the site during the construction period.
- Punch lists at the point of substantial completion.

SCHEDULE

The schedule for the project is assumed to be approximately as follows:

- Start design work To be determined
- Finish Construction Documents To be determined
- Substantial Completion To be determined

FEES AND EXPENSES

The proposed fees for consulting engineering services under basic services will be a fixed fee equal to a stipulated sum of \$4,100.00.

Any additional services work outside the scope of work described above will be billed and compensated at the following listed hourly billing rates. Any additional services work outside the scope of work described above will be performed only with prior direction to proceed from City of Muscatine.

Senior Engineer time	\$100.00/Hr.	Clerical time	\$50.00/Hr.
Engineer time	\$ 85.00/Hr.	Drafting Production	\$65.00/Hr.
Designer/Technician time	\$ 70.00/Hr.	Specification Production	\$70.00/Hr.
Architectural Consultant	\$125.00/Hr.		

Travel expenses for additional services to destinations outside of the Iowa City area when directed by City of Muscatine will be billed at the rate of \$0.58/mile for automobile travel.

Travel and other expenses for basic services are included in the basic services fee.

Any other reimbursable expenses for additional services work will be billed and compensated at A&J's direct costs.

The following are reimbursable expenses:

- Printing or reproduction of construction documents or shop drawings for review or use by City of Muscatine, the Owner, contractors or bidders.
- Long distance telephone calls, postage, freight or handling of documents.

PROJECT CONTACTS

1. City of Muscatine Stan O'Brien
2. A&J Victor A. Amoroso, PE

TERMS AND CONDITIONS

Payments:

Terms of payment to A&J shall be net 30 days after initial billing invoice date. A&J will bill each month of the duration of the project.

Standard of Care:

Services provided by A&J under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. A&J will provide the City of Muscatine with a Certificate of Insurance under separate cover, upon acceptance and approval of this agreement by the City of Muscatine.

Drawings, Specifications, Other Documents – WORK PRODUCT

Drawings, Specifications and other documents including those in electronic form, prepared by A&J are WORK PRODUCT for use solely with respect to this Project. Unless otherwise provided, A&J shall be deemed the author and owner of A&J's Work Product and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement, A&J grants to City of Muscatine (Owner) a nonexclusive license to reproduce A&J Work Product for purposes of designing, bidding, construction administering, using and maintaining the Project, provided that City of Muscatine shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Such license shall permit City of Muscatine to include A&J's Work Product in a similar nonexclusive license to the City of Muscatine, authorizing the City of Muscatine to reproduce applicable portions of A&J's Work Product solely for the purpose of constructing, using and maintaining the Project, if not engaging A&J in the project. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, City of Muscatine shall refrain from making further reproductions of A&J's Work Product and shall return to A&J within seven days of termination all originals and reproductions in City of Muscatine's possession or control. If and upon that date A&J is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license that permits City of Muscatine, to continue to use and to reproduce A&J's Work Product and to authorize other similarly credentialed design professionals to reproduce and where permitted by law, to make changes, corrections or additions to A&J's Work Product, solely for the purposes of completing, using and maintaining the Project. Any such changes to A&J's Work Product shall be at City of Muscatine's sole risk and without liability to A&J. If City of Muscatine is adjudged in default of the Prime Agreement, A&J upon written request of the City of Muscatine shall grant a nonexclusive license to the City of Muscatine to reproduce A&J's Work Product solely for the purpose of completing, using and maintaining the Project. In such event, the City of Muscatine shall not make changes in A&J's Work Product without written permission.

Except for the licenses granted above no other license or right shall be deemed granted or implied under this Agreement. City of Muscatine shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of A&J. A&J will not unreasonably withhold such written agreement. Submission or distribution of A&J's Work Product to meet official regulatory requirements or for similar purposes in connection with the Project is not construed as publication in derogation of the reserved rights of A&J. City of Muscatine shall not use A&J's Work Product for future additions or alterations to this Project or for other projects, unless City of Muscatine obtains the prior written agreement of A&J. A&J will not unreasonably withhold such written agreement. Any unauthorized use of A&J's Work Product shall be at City of Muscatine's sole risk and without liability to A&J.

City of Muscatine and A&J shall not make changes in each other's Work Product without written permission of the other party.

A&J shall maintain on file and make available to City of Muscatine design calculations for this part of the Project, and shall furnish copies thereof to City of Muscatine on request.

Fee for Service

This agreement is based on "fee for service". City of Muscatine shall pay for services rendered by A&J Associates in accordance with other conditions specified in this agreement. If City of Muscatine refuses to pay or stops paying for services performed by A&J, A&J may stop design work under this agreement without incurring any breach of contract liability for stopping this work. A&J will resume work upon resumption of payment of fees for services provided.

Termination or Suspension

If City of Muscatine suspends the Project, A&J shall be compensated for services performed prior to notice of such suspension. When the project is resumed, A&J shall be compensated for expenses incurred in the interruption and resumption of A&J's services. A&J's fees for the remaining services and the time schedules shall be equitably adjusted.

If City of Muscatine suspends the Project for more than 90 cumulative days for reasons other than the fault of A&J, A&J may terminate this Agreement by giving not less than fourteen (14) days' written notice.

Either party may terminate this Agreement upon not less than fourteen (14) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

City of Muscatine may terminate this Agreement upon not less than seven (7) days' written notice to A&J for City of Muscatine's convenience and without cause.

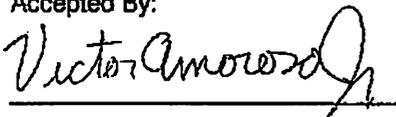
In the event of termination not the fault of A&J, A&J shall be compensated for services performed prior to termination, together with reimbursable expenses then due and all termination expenses as defined below.

Termination expenses are in addition to compensation for A&J's services and include expenses directly attributable to termination for which A&J is not otherwise compensated.

Design Proposal Changes

This design proposal may be changed only by written amendment to the proposal. A&J will not proceed with the work described under such amendments unless authorized to do so by City of Muscatine. Such authorization will be in the form of written acceptance of the amendment. In the case of "time is of the essence" changes during the construction period authorization may be by means other than formal written directives to be followed by City of Muscatine's written approval.

Accepted By:



Victor A. Amoroso Jr., PE
A&J Associates PC
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North Liberty, IA 52317
319-626-4719
vic@ajengineers.net

Accepted By:

City of Muscatine Public Works Department
City of Muscatine
1459 Washington St.
Muscatine, Iowa 52761

Date: _____