



City of Muscatine



AGENDA ITEM SUMMARY

City Council

DATE:

March 4, 2021

STAFF

Brian Stineman, Public Works Director

Pat Lynch, City Engineer

SUBJECT

Consultant Agreements for Construction Management and Inspection

EXECUTIVE SUMMARY

Public Works requests to enter into contracts with Koala Consulting and Steve Dalbey for construction related consulting services for the remaining of calendar year 2021.

A recent city financial audit recommended that City Council approve annually all contracts and pay rates with consultants that provide engineering services on various construction projects. In an effort to follow up on this recommendation, staff prepared contractor agreements (with a review by the contractors) for City Council consideration and approval. The pay rates outlined within each agreement are the same as the current pay rates.

Public Works plans to transition away from having the majority of these services provided by consultants and instead utilizing City staff, provided that such staff are funded in the Fiscal Year 2021/2022 approved budget.

STAFF RECOMMENDATION

Staff recommends Council approve the contracts with Koala Consulting and Steve Dalbey.

BACKGROUND/DISCUSSION

The Public Works Department has utilized consulting services from Bill Haag d.b.a Koala Consulting, and Steve Dalbey since construction began on the West Hill Sewer Separation Project in 2012. Services provided include:

- General project management;
- Construction site inspections;
- Materials testing;
- Document preparation;
- Plan review;
- Compliance reporting, and

- and other tasks associated with construction projects throughout the city.

During the course of the City's most recent financial audit, the auditors recommended that City Council approve the agreements and pay rates for those individuals providing engineering services on various construction projects. In an effort to follow up on this recommendation, staff prepared contractor agreements (with a review by the contractors) for City Council consideration and approval. The pay rates outlined within each agreement are the same as the current pay rates.

The Engineering Division of Public Works (specifically the City Engineer) is responsible for overseeing the provision of services by these consultants. This arrangement to date has allowed the City to receive professional expertise needed for the management of major capital projects at an efficient cost without adding additional City staff.

While this arrangement has worked well in the past, Public Works has identified significant benefits associated with hiring internal staff to provide the majority of the construction related services going forward. Consequently, staff requested and received support for a new position within the Public Works Engineering Division to do so beginning in Fiscal Year 2021/2022.

Public Works will need to have consultant contracts in place at least through the end of 2021 to allow for a smooth transition to internal staffing for capital projects currently in progress, including the Grandview Avenue Project and the West Hill Sewer Separation Project. At that time staff will reassess the need for consultants for these services.

CITY FINANCIAL IMPACT

Funding associated with capital project management services are included in each project budget.

ATTACHMENTS

Contracts



1459 Washington St.
Muscatine, IA 52761-5040
(563) 263-8933
Fax (563) 263-2127

Public Works

City Transit
263-8152

Construction Inspection Consultant Agreement

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

This consulting agreement for construction inspection services is being entered into by the City of Muscatine (Client) and Steve Dalbey (Consultant). The terms of this agreement shall be effective from March 5, 2021 through December 31, 2021.

Work to be Performed:

Work performed and services to be provided may include: observation and inspection of work performed by various contractors and work trades, documentation of work accomplished and other associated record keeping, providing direction to contractors per the City Engineer, assistance with easement and property acquisition, services as a notary public, other services as mutually agree upon between the Client and Consultant.

Compensation:

Client shall pay the Consultant \$43.27 per hour and will also reimburse the consultant for mileage at \$0.40 per mile. Work performed shall be billed by Consultant bi-weekly and shall be reviewed by Client before payment is approved.

Independent Contractor Relationship:

Consultant's relationship with the Client will be that of an independent contractor. No part of the consultant's compensation will be subject to withholding by Client for payment of social security, federal, state, or any other employee payroll taxes.

Ownership of Work Product:

Consultant agrees that all work product developed alone or in conjunction with others in connection with performance of services pursuant to this consultant agreement is and shall be the sole property of the Client.

Termination of Agreement:

This agreement may be terminated at any time by Client or Consultant

Client (Print or Type)

Consultant (Print or Type)

Client Signature

Consultant Signature

Date

Date

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**



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Public Works

City Transit
263-8152

Construction Project Manager Agreement

This consulting agreement for construction management services is being entered into by the City of Muscatine (Client) and Bill Haag, d.b.a. Koala Consulting Services (Consultant). The terms of this agreement shall be effective from March 5, 2021 through December 31, 2021.

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

Work to be Performed:

Work performed and services to be provided may include: observation and inspection of work performed by various contractors and work trades, documentation of work accomplished and other associated record keeping and reporting, providing direction to contractors per the City Engineer, perform field-required tests, shop drawing review, schedule and lead project meetings, review and process change orders, maintain change order log, other services as mutually agree upon between the Client and Consultant.

Compensation:

Client shall pay the Consultant \$46.48 per hour and will also reimburse the consultant for mileage at \$0.48 per mile. Client shall pay for any clerical time related to reporting for Federal Aid projects at a rate of \$20.00 per hour. Work performed shall be billed by Consultant weekly and shall be reviewed by Client before payment is approved.

Independent Contractor Relationship:

Consultant's relationship with the Client will be that of an independent contractor. No part of the consultant's compensation will be subject to withholding by Client for payment of social security, federal, state, or any other employee payroll taxes.

Ownership of Work Product:

Consultant agrees that all work product developed alone or in conjunction with others in connection with performance of services pursuant to this consultant agreement is and shall be the sole property of the Client.

Termination of Agreement:

This agreement may be terminated at any time by Client or Consultant

Client (Print or Type)

Consultant (Print or Type)

Client Signature

Consultant Signature

Date

Date

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