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Muscatine, IA 52761-5040
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Public Works

City Transit
263-8152

MEMORANDUM

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

To: Gregg Mandsager, City Administrator
CC: Fran Donelson, Secretary
FROM: Randy Hill, Public Works Director
DATE: April 1, 2013
RE: Agreement for HVAC Studies at the Art Center and City Hall

INTRODUCTION:

The City of Muscatine continues to upgrade HVAC needs at various city facilities.

BACKGROUND:

The City has used the services of AJ Associates with considerable success in the past when changing HVAC infrastructure. AJ Associates designed and managed the Geo-Thermal installation at the Public Safety Building and new boilers at City Hall and the Art Center-Museum.

RECOMMENDATION/RATIONALE:

City staff requested two proposals from AJ Associates to study issues at City Hall and the Art Center. AJ Associates has provided the attached Consulting Engineering Services Agreement.

They will evaluate the feasibility for replacement of the existing air conditioning system installed in the Art Center/Museum with a new HVAC system to provide both Museum "grade" temperature and humidity levels.

They will evaluate the feasibility of the existing window unit air conditioning system installed in City Hall with a new HVAC system to provide both heating and cooling by adding a new cooling system to the recently upgraded heating system.

Their Scope of Services also includes the following:

- develop concept designs
- develop probable construction cost estimates

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

- develop probable costs for energy consumption
- develop probable maintenance cost estimates
- present findings to the City Council
- assist in pursuing available energy block grants
- assist in pursuing Iowa State Tax Credits for historic preservation projects

The cost for both studies is \$15,000 (\$7,500 for each building). City Council has allocated that amount in the 12/13 budget. Staff recommends approval of the two agreements.

BACKUP INFORMATION:

1. Proposal for Consulting Engineering Services --- City Hall
2. Proposal for Consulting Engineering Services --- Art Center-Museum
- 3.
- 4.



March 25, 2013
Proposal for Consulting Engineering Services

City of Muscatine, Muscatine, Iowa

HVAC Upgrade Study for Muscatine City Hall Building
A&J #201309.00

SCOPE OF WORK

A&J Associates PC (A&J) proposes to provide consulting engineering services for the City of Muscatine to evaluate the feasibility for replacement of the existing window unit air conditioning system installed in City Hall with a new HVAC system to provide both heating and cooling by adding a new cooling system to the recently upgraded heating system.

1. The basis of agreement between A&J and City of Muscatine for consulting engineering services will be this executed proposal.
2. A&J's basic scope of work includes:
 - a. Develop concept designs for possible cooling systems to replace existing window unit air conditioning system.
 - b. Develop estimates of probable construction costs for possible cooling systems.
 - c. Develop estimates of probable costs for energy consumption by possible cooling systems.
 - d. Develop estimates of probable maintenance costs for possible cooling systems.
 - e. Present findings to the City Council.
 - f. Assist the City of Muscatine in pursuing available energy block grants from the Iowa Office of Energy Independence (OEI) or the U.S. Department of Energy (DOE).
 - g. Assist the City of Muscatine in pursuing the Iowa State Tax Credits for historic preservation projects.
3. Registered Professional Mechanical and Electrical Engineers from A&J will sign and seal the study documents.

WORK EXCLUDED

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

- Mechanical Engineering design
- Electrical Engineering design
- Fire Protection (sprinklers) Engineering design
- Civil Engineering design
- Structural Engineering design
- Preparation of construction documents

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:

- The feasibility for installation of a geothermal HVAC system in City Hall has been previously investigated and found to not be practicable. Geothermal systems will not be included in this proposed air conditioning system study.
- The City of Muscatine will provide A&J with available architectural floor plans and mechanical and electrical drawings of the existing City Hall building. The drawings will be in electronic format if available. If electronic format drawings are not available, the City of Muscatine shall provide paper copies.
- A&J will perform all printing, copying and distribution of the study.
- A&J will be required to make only one presentation of the study's findings to the City Council.

DELIVERABLES

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

- Report of findings.

SCHEDULE

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

- Start study: May 1, 2013
- Finish study: July 31, 2013

FEES AND EXPENSES

The fee for consulting engineering service proposed above will be a stipulated sum \$7,500.00. Fee amount includes expenses for travel and printing of the report.

Any additional services work outside the scope of work described as basic services will be based and billed on the following hourly charge rates of the personnel performing the work.

Senior Engineer time	\$85.00/Hr.
Engineer time	\$70.00/Hr.
Designer/Technician time	\$60.00/Hr.
Clerical time	\$30.00/Hr.
Drafting Production	\$45.00/Hr.
Specification Production	\$60.00/Hr.

Any additional services work outside the scope of work described above will be performed only with prior direction to proceed from the City of Muscatine.

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 \$0.55/mile for automobile travel.

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

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

The following are reimbursable expenses included under authorized scope increases:

- Printing or reproduction of study documents for review or use by City of Muscatine.
- Long distance telephone calls, postage, freight or handling of documents.

PROJECT CONTACTS

1. A&J Victor A. Amoroso, PE
3. City of Muscatine Jerry McKenzie

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.

Drawings, Specifications, Other Documents – WORK PRODUCT

Studies, 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 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. 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.

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. 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. 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 notes and calculations for this study Project, and shall furnish copies thereof to City of Muscatine on request.

Insurance:

A&J will provide, upon request, the City of Muscatine with a certificate of insurance which outlines the insurance coverage in force for A&J.

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 stop 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 the 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 the 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 the City of Muscatine's convenience and without cause.

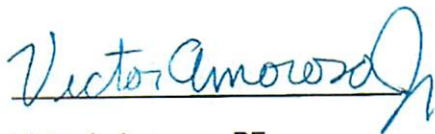
In the event of termination not the fault of A&J, A&J shall be compensated for services performed prior to termination, together with reimbursable expenses then due and all termination expenses as defined below.

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.

Consulting Engineering Proposal Changes

This 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 addendum.

Accepted By:
A&J Associates PC



Victor A. Amoroso, PE
365 Beaver Creek Centre, Suite B
North Liberty, Iowa 52317
(319) 626-4719
vic@ajengineers.net

Accepted By:
City of Muscatine Public Works Department

1459 Washington St.
Muscatine, IA 52761

Date: _____



March 25, 2013
Proposal for Consulting Engineering Services

City of Muscatine, Muscatine, Iowa

HVAC Upgrade Study for Muscatine Art Center Museum Building
A&J #201310.00

SCOPE OF WORK

A&J Associates PC (A&J) proposes to provide consulting engineering services for the City of Muscatine to evaluate the feasibility for replacement of the existing air conditioning system installed in City Art Center Museum with a new HVAC system to provide both Museum "grade" temperature and humidity levels.

1. The basis of agreement between A&J and City of Muscatine for consulting engineering services will be this executed proposal.
2. A&J's basic scope of work includes:
 - a. Develop concept designs for possible HVAC systems (including geothermal systems) to replace existing cooling systems. The new systems shall function with the recently installed hot water heating system boilers.
 - b. Develop estimates of probable construction costs for possible cooling systems.
 - c. Develop estimates of probable costs for energy consumption by possible cooling systems.
 - d. Develop estimates of probable maintenance costs for possible cooling systems.
 - e. Present findings to the City Council and to Art Center Museum Board of Trustees.
 - f. Assist the City of Muscatine in pursuing available energy block grants from the Iowa Office of Energy Independence (OEI) or the U.S. Department of Energy (DOE)
 - g. Assist the City of Muscatine in pursuing the Iowa State Tax Credits for historic preservation projects.
3. Registered Professional Mechanical and Electrical Engineers from A&J will sign and seal the study documents.

WORK EXCLUDED

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- Mechanical Engineering design
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- Civil Engineering design
- Structural Engineering design
- Preparation of construction documents

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:

- The City of Muscatine will provide A&J with available architectural floor plans and mechanical and electrical drawings of the existing Art Center Museum buildings. The drawings will be in electronic format if available. If electronic format drawings are not available, the City of Muscatine shall provide paper copies.
- A&J will perform all printing, copying and distribution of the study.
- A&J will be required to make only one presentation of the study's findings to the City Council and one presentation to the Art Center Museum Board of Trustees.

DELIVERABLES

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

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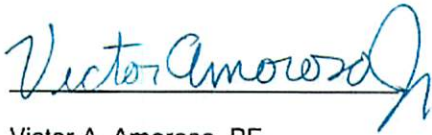
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Accepted By:
A&J Associates PC



Victor A. Amoroso, PE
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North Liberty, Iowa 52317
(319) 626-4719
vic@ajengineers.net

Accepted By:
City of Muscatine Public Works Department

1459 Washington St.
Muscatine, IA 52761

Date: _____