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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: Brian Stineman, Public Works Director
FROM: Jim Edgmond, City Engineer
DATE: February 12, 2018
RE: 2nd and Mulberry Ave. Roundabout Project
Award of Historic Documentation Contract to Impact 7G

INTRODUCTION:

With the defederalization of the referenced intersection pending review by FHWA and Iowa DOT office of Location and Environment the City wants to start the design and property acquisition process. The City has sought clarification on what we can do and cannot do in advance of the execution of the agreement to defederalize. Design to the prefinal status can be done and the acquisition of property can be negotiated but not signed until the, "ink is dry" on the agreement with FHWA. As one of the first steps in this process, the garage that is closest to the intersection must be documented because it is a structure eligible for the historic record. This contract will get the consultant started on this process as quickly as possible so as to not delay final design and construction later this year.

BACKGROUND:

The City selected Impact 7G for this work because they have been involved with getting the project defederalized and are the most familiar with the needs of the city on this work. A professional services agreement has been submitted for the City's signature for this work to be accomplished.

The estimated cost of this project is \$15,350.00. This work clears the way for the building to be demolished at a later date.

Award of Final Design for Grandview Avenue:

RECOMMENDATION/RATIONALE:

Staff recommends city council approve this professional services agreement with Impact 7G in the amount of \$15,350.00.

BACKUP INFORMATION:

1. Agreement is on file with the City Administrators office.

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



Supplemental Professional Services Agreement

Project:	Muscatine, 2 nd & Mulberry Reconstruction, Historic Property Documentation, 507 2 nd St. E.	Location:	Muscatine, Iowa
		Date:	02/09/2018

Client:	City of Muscatine
Contact:	Jim Edmond, City Engineer
Address:	1459 Washington Street
City/State/Zip:	Muscatine, IA 52761
Phone:	(563) 260-5724

This SUPPLEMENTAL AGREEMENT amends AGREEMENT made the 29th day of August, 2017, by and between the service provider, Impact7G, Inc. ("Provider"), and the Client, City of Muscatine ("Client.")

WHEREAS, the Client intends to engage the services of the Provider to complete historic property documentation related to potential impacts to a National Register of Historic Places (NRHP)-eligible structure at 507 2nd St. East in Muscatine, Iowa;

WHEREAS, the Provider staff have significant experience with transportation improvements-related environmental studies and working the State Historical Society of Iowa (SHPO) cultural resource requirements including Section 106 coordination, architectural and archeological investigations, DOT Act Section 4(f) Statements, and MOAs;

WHEREAS, the intent of this effort being completed meets the professional standard for documenting historic properties determined eligible under NRHP Criteria Criterion A because it is the earliest known garage in Muscatine and because of its association with the city's early automobile industry.

WHEREAS, the Provider agrees to provide said services pursuant to the terms of this Supplemental Agreement.

NOW THEREFORE, the parties agree as follows:

1. Project

The project entails creating a lasting document that clearly outlines how and why the Howard and Deems Auto Supply building is a significant historic property within Muscatine and how businesses and buildings like this garage contributed to the community's development. This document will provide information necessary for historic preservation professionals and government reviewers, but it will also cater in language and style to a non-professional, general audience that has an interest in Muscatine's past.

2. **Scope of Services**

See Exhibit 1 to this Supplemental Professional Services Agreement.

3. **Provider Responsibilities.** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (i) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.
- (ii) Perform project management and coordination tasks.

4. **Client Responsibilities.** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the project area;
- (ii) Provide access to the information related to the proposed project;
- (iii) Provide copies of any previously-completed reports that may be pertinent to completing the Scope of Services for this project;
- (iv) Provide or facilitate access to the NRHP-eligible structure;

5. **Exclusions.** The following services are excluded from this Scope of Service:

- (i) Preliminary or Final Engineering Design;
- (ii) Legal review and legal advice;
- (iii) Provide means or methods for site work;

6. **Schedule.** Project fieldwork and data acquisition can begin upon receiving a notice to proceed. Prior to documentation, Impact7G staff will arrange for access to the interior of the garage with the current landowner/entity. We anticipate that a draft booklet can be produced within 2 months after the start of fieldwork. A final booklet can be produced within 2 weeks after a courtesy review by SHPO.

7. **Project Cost, Payment and Termination.** Impact7G will provide services as specified in Section 2, Scope of Services. The Client shall pay Impact7G per Impact7G's hourly rate schedule (Exhibit 2) on a cost-plus basis with an estimated fee of fifteen thousand three hundred fifty dollars (\$15,350). The total project cost associated with the original Agreements (\$49,990,00) and this Supplemental Agreement (\$15,350) is forty-nine thousand nine hundred ninety dollars (\$65,340.00).

Invoices for Impact7G's services will be submitted monthly. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

Any retainer amounts shall be credited on the final invoice. Accounts that remain unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, Impact7G may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

8. **Work Product.** All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service shall remain the property of Impact7G.

All project documents including, but not limited to, environmental reports, maps, and documentation furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

8. **Project Site.** For projects involving intrusive archeological investigations, environmental contaminant sampling, investigation and cleanup, the Client agrees that it shall be solely responsible for job site safety and warrants that this intent shall be made evident in the Client's agreements with any third parties. For these same type of projects, the Client also agrees that Impact7G and Impact7G's consultants shall be indemnified and shall be made additional insureds on the Client's general liability policies on a primary and non-contributory basis.

9. **Claims and Disputes.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third-party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

10. **Limited Liability.** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. **Mediation.** In an effort to resolve any conflicts that arise during the planning, design or implementation of the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

12. **Attorneys' Fees.** If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

13. **Controlling Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

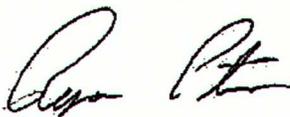
14. **Assignment.** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

City of Muscatine, IA

IMPACT7G, Inc.

Accepted
by: _____

President:  _____

Printed/
Typed
Name: _____

Printed/
Typed Name: Ryan Peterson

Title: _____

Date: 02-09-2018

Date: _____

Exhibit 1

Scope of Services

SCOPE OF WORK:

MITIGATION OF ADVERSE EFFECTS TO THE HOWARD AND DEEMS AUTO SUPPLY BUILDING (70-00954) LOCATED AT 507 2ND STREET, MUSCATINE, IOWA

Completed for the City of Muscatine
Completed by Impact7G
February 09, 2018

Introduction

The City of Muscatine is redesigning Mississippi Drive through Muscatine. The City is considering design alternatives at the East 2nd and Mulberry intersection as well as the Hershey and Green intersection (STP-U-5330(614)--27-70). An intensive architectural survey conducted by Rogers (2016; R&C 20080170073) identified two significant architectural properties that might be affected by the proposed undertaking. This scope of work outlines Impact7G's proposed mitigation plan for one of these properties: the Howard and Deems Auto Supply building located at 507 2nd Street East (Site Inventory #70-00954). At present, there is not a Memorandum of Agreement (MOA) in place concerning this National Register of Historic Places (NRHP) eligible property. Adaptations to this proposal might occur depending on Iowa Department of Transportation (Iowa DOT), Federal Highway Administration (FHWA), or Iowa State Historic Preservation Office (SHPO) requirements. Impact7G anticipates that this project will require the services of an individual meeting Secretary of Interior's (SOI) Qualification Standards for a historian and that documentation will need to meet the SOI's Standards for Architectural and Engineering Documentation and be considered an Iowa Historic Property Study.

Howard and Deems Auto Supply is a garage constructed in the Craftsman-style in 1920. The garage was initially recommended eligible for the NRHP under Criteria A and C because it is the oldest known garage in Muscatine (Criterion A) and because it was considered a unique architectural example of a historic garage (Criterion C; McCarley 2005). A reevaluation of the building by Rogers (2016) found that the garage had lost its architectural integrity and should no longer be considered eligible for the NRHP under Criterion C (Rogers 2016:15). This building was again recommended NRHP eligible under Criterion A because it is the earliest known garage in Muscatine and because of its association with the city's early automobile industry. These

associations fit well within Muscatine's "20th Century Business and Industry, c. 1900—c. 1960" context developed in McCarley's (2006:E72, E79) NRHP multiple property submission.

Property Location

The Howard and Deems Auto Supply building is located at 507 2nd Street East in Muscatine at the intersection of 2nd Street East and Mulberry Avenue. The property consists of a single garage that occupies approximately .32 acres (1,295 m²) in the NE¼, SE¼, SE¼, Section 35, T77N, R2W. The garage is surrounded by mixed industrial/commercial properties, parking lots, and limited greenspace. Buildings surrounding the garage are of mixed aged and architectural design.

Proposed Research Design

Our goal is to create a lasting document that clearly outlines how and why the Howard and Deems Auto Supply building is a significant historic property within Muscatine and how businesses and buildings like this garage contributed to the community's development. This document will provide information necessary for historic preservation professionals and government reviewers, but it will also cater in language and style to a non-professional, general audience that has an interest in Muscatine's past. Impact7G proposes to develop an informational booklet similar in spirit to the one prepared by Deiber (2016) for Puritan Ice Company. The booklet will provide the following:

- Purpose of the project
- Description of research methods and project limitations
- Location information
- Historic and current physical descriptions of the property
- A measured floor plan sketch
- Detailed historic context of auto travel and the early automotive industry in Muscatine
- An outline of the property's history, including construction history
- Historic photographs and maps detailing the property, the surrounding area, and relevant historic contexts
- A statement of property significance
- A modern aerial scale map of the property detailing its relationship to other landmarks in the surrounding area
- Representative photographs of the current property condition, with numerous photographs taken of the interior and exterior of the building as well as the surrounding environment
- Acknowledgements of key people and institutions helpful in completion of the booklet
- A reference section, endnotes, and a description of material locations, available sources, reference material limitations, and other pertinent information

This property was recommended eligible for the NRHP under Criterion A; therefore, documentation should focus on how this property relates to the defined historic context and how

this garage showcases the early automobile industry and travel in Muscatine. While the property is not recommended eligible for its architectural significance, a brief description of the building is necessary to provide future researchers with structural data that would be lost in case of garage removal.

Impact7G will utilize existing architectural/historical reports, records held at Muscatine County offices, records from the State Historical Society of Iowa, data available at Musser Public Library, images and objects from the Muscatine Art Center, records and photographs at the Muscatine History and Industry Center, census/city directory information, historic Sanborn Fire Insurance maps, local newspaper articles/advertisements, and the property abstract (if available). Additionally, Impact7G will contact members of the Muscatine Historic Preservation Commission to ensure that additional resources or sources are not overlooked. Preference will be given to primary source materials to document the evolution of the property and its history.

Professional Staff

Impact7G will utilize its existing cultural resource management staff to conduct this mitigation effort. We will insure that the principal researcher meets the Secretary of Interior's Qualification Standards for a historian. Research and production stages will be led by Branden K. Scott, a cultural resource management professional with over 10 years of experience conducting historic preservation projects in the Midwest. Additional researchers from Impact7G's multi-disciplinary team will be drawn upon to aid Mr. Scott in fulfilling this research agenda.

Deliverables

Impact7G is committed to delivering quality products to clients while expanding knowledge of local histories and cultures. The resulting reporting must meet the Secretary of Interior's Standards for Architectural and Engineering Documentation. To meet these standards, Impact7G will provide the City of Muscatine a full color booklet that synthesizes field data, historic context information, historic photographs, maps, current photographs, site layout drawings, and contextual images. The booklet will be prepared with non-professional readership in mind while conveying information needed by SHPO and Iowa DOT staff to evaluate the level and completeness of the documentation. Impact7G will provide the City of Muscatine twenty-five (25) copies of the final booklet and six (6) CD-ROMs containing PDF copies of the booklet that can be published to the web, sketches/drawings completed by Impact7G, digital TIFF files of all photographs taken by our research staff, and a photolog. Additional copies of the booklet and CD-ROMs might be necessary depending on the number of MOA signatories. Booklets will be printed on archival bond paper and they will be roughly 15–20 pages in length.

Schedule

Project fieldwork and data acquisition can begin upon receiving a notice to proceed. Prior to documentation, Impact7G staff will arrange for access to the interior of the garage with the

current landowner/entity. We anticipate that a draft booklet can be produced within 2 months after the start of fieldwork. A final booklet can be produced within 2 weeks after a courtesy review by SHPO offices.

References

Deiber, Camilla

2016 *Iowa Historic Property Study: Puritan Ice Company (Site No. 70-01194), Muscatine, Muscatine County, Iowa*. The Louis Berger Group, Inc., Kansas City, Missouri.

McCarley, Rebecca Lawin

2005 *Architectural and Historical Survey and Evaluation of the Downtown Commercial District, Muscatine, Iowa*. SPARK Consulting, Davenport, Iowa.

2006 National Register of Historic Places Multiple Property Documentation Form: Historical and Architectural Resources of Muscatine, Iowa. Electronic document, <https://npgallery.nps.gov/pdfhost/docs/nrhp/text/64500944.pdf>, accessed January 24, 2018.

Rogers, Leah D.

2016 *Architectural/Historical Intensive Survey and Evaluation of Three Historical Buildings for the Mississippi Drive Roundabout Intersections Design Alternatives, City of Muscatine, Muscatine, Iowa*. Tallgrass Historians, L.C., Iowa City, Iowa.

Exhibit 2



2018 Billing Rate Schedule

<u>Professional Title</u>	<u>Rate</u>
Principal	\$145
Senior Project Manager	\$125
Project Manager	\$110
Drilling Services Manager	\$100
Environmental Specialist II	\$85
Environmental Specialist I	\$70
GIS Technician	\$75
Drilling Technician	\$70
Field Technician	\$55
Intern	\$50
Training Coordinator	\$85
Office Manager	\$70
Administrative	\$45
Certified Industrial Hygienist	\$150

Reimbursable Expenses

1. All materials and supplies used in the performance of work will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard IRS mileage reimbursement rate.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 15%.