



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

Public Works

City Transit
263-8152

MEMORANDUM

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

To: Brian Stineman, Public Works Director
FROM: Pat Lynch, Assistant City Engineer
DATE: August 28 2019
RE: Hwy 61 & Grandview Sewer Study Approval of Purchase Order

INTRODUCTION:

The City has requested proposals for an Engineering study that will assist the City in determining the best solution for serving the Highway 61 and Grandview Avenue intersection area with sanitary sewer. Recently, City staff met with two potential developers interested in developing near this intersection to discuss how to serve the properties with sanitary sewer. The goal of this study will provide a plan that will not only provide service for the current requests, but will make expansion possible to serve the larger unserved area around the intersection. The requested study will provide the City with four options with estimated costs.

BACKGROUND:

City staff met with potential developers interested in property near the intersection of Highway 61 and Grandview Avenue to discuss how to serve their properties with sanitary sewer.

Award to Watersmith Engineering:

The proposal from the above firm was negotiated and staff is requesting approval of a purchase order for \$24,540.00 for the study. This expense will be paid for out of the unused budget funds from the Roughing Filter Top-Layer, which is part of the Water and Resource Recovery Facility Administrative Budget.

RECOMMENDATION/RATIONALE:

Recommend City Council approve this proposal from Watersmith Engineering in the amount of \$24,540.00 and authorize a purchase order to be issued.

BACKUP INFORMATION:

1. Proposal Letter

1029 Hershey Avenue
Muscatine, IA 52761
563.506.2673
brad@watersmithengineering.com

Jim Edgmond
City Engineer
City of Muscatine
1459 Washington Street
Muscatine, IA 52761

August 21, 2019

Subject: Proposal for Engineering Services
US61 & Grandview Avenue Sewer Study Project

Dear Mr. Edgmond:

Thank you for the opportunity to offer our professional services for the US61 and Grandview Avenue Sewer Study project. The attached scope of work includes additional detail and the proposed schedule.

The proposed engineering services will be provided in consideration of the following fees:

Proposed Engineered Services	\$24,540 (hourly with ceiling)
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Please let me know if you have any questions or need additional information regarding our proposed services. If this proposal is acceptable, please sign and date in the space provided below.

Sincerely,



Bradley W. Roeth P.E.
Owner/Senior Engineer
Watersmith Engineering

Jim Edgmond
City Engineer
City of Muscatine

Attachments:

- Scope of Work – US61 & Grandview Avenue Sewer Study Project
- Watersmith Engineering Standard Terms and Conditions
- Watersmith Standard Hourly Rates and Fees
- Martin & Whitacre Standard Hourly Rates and Fees

SCOPE OF SERVICES

US61 and Grandview Avenue Sewer Study Muscatine, Iowa

The project is for the proposed US61 and Grandview Avenue Sewer Study in Muscatine, Iowa for the City of Muscatine (client). The project includes study phase services to provide sanitary sewer service to the study area.

The study area includes approximately 400 undeveloped acres in the vicinity of US61 and Grandview Avenue.

Engineering Services to be performed by Watersmith Engineering; in association with Martin & Whitacre Surveyors & Engineers:

A. Study Phase

- a. Evaluate four levels of development for projected sanitary sewer flows:
 1. Development of 9-acre commercial area northeast of US61/Grandview Avenue.
 2. Development of area to maximize carrying capacity of existing 6" force main.
 3. Development of study area within City limits (excludes portions of study area that are outside of current City limits).
 4. Full development of study area.
- b. Develop projected sewer flowrates for each level of development.
- c. Develop conceptual plans for gravity sewer, lift station, and force main for each level of development. Conceptual plans will include redundant force main systems.
- d. Estimate project costs for sewer improvements for each level of development.
- e. Meetings: Conduct and/or attend following project meetings at a City facility with list of City staff attendees provided by Client:
 1. Five monthly progress meetings during study phase.
 2. City Council presentation at conclusion of study.
- f. Summary report describing study method and results and including:
 1. Exhibits showing proposed sewer service area for each level of development with conceptual layout of gravity sewer, lift station, and force main.
 2. Project cost summary.

B. Engineering design: the current scope of services does not include design phase services.

Services and items provided by Client include:

- Provide information relative to planned land use and existing sanitary infrastructure and loadings.
- Attend progress meetings.
- Provide timely feedback and review for project submittals.

The engineering services described above will be completed according to the following schedule:

- Study phase to be completed during Fall 2019, with report to City Council in January 2020.

The following are items that are not included in the Scope of Services above. These items can be added (or other services that may not be specifically listed) as **Additional Services** to the agreement if directed:

- Topographic, property, or utility surveys.
- Consulting related to establishment of a sewer improvement district, beyond the conceptual plans and costs of improvements included in this scope of services.
- Major changes in the scope of the project.
- Additional meetings and public hearings.

Services will be charged to the Client at the attached Watersmith Engineering Standard Hourly Rates and Fees Schedule.

STANDARD OF CARE

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

ESTIMATES OF PROBABLE CONSTRUCTION COST

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.

PERMITS AND APPROVALS

The Consultant shall assist the Client in applying for those permits and approvals required by law for projects similar to the one for which the Consultant's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents and other services normally provided by the Consultant and included in the Scope of Services of this Agreement.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement.

UNDERGROUND IMPROVEMENTS

The Client will furnish to the Consultant information identifying the type and location of existing underground improvements on the site. The Consultant is entitled to rely upon the accuracy and completeness of the information furnished to the Consultant.

JOBSITE SAFETY

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies.

HAZARDOUS MATERIALS

As used in this Agreement, the term *hazardous materials* shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials.

MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants 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 the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$10,000 or the Consultant's total fee for services rendered on this Project, whichever is greater. 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.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

TERMINATION

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons: Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party; Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days; Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

OWNERSHIP OF INSTRUMENTS OF SERVICE

The Consultant shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto.

THIRD-PARTY BENEFICIARIES

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 the Consultant. The Consultant'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 the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

BILLING AND PAYMENT TERMS

Invoices shall be submitted by the Consultant monthly and are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

**Watersmith Engineering Hourly Rates and Fees
Effective January 1, 2019**

Classification	Hourly Rates
Senior Engineer	\$118/hour
Civil Engineer	\$65/hour
Engineering Technician	\$60/hour
Administrative Assistant	\$35/hour
2-Person Survey Crew	\$130/hour
Mileage	Included with hourly rates
3 rd Party Printing Expenses	At Cost
Courier Expenses	At Cost
Miscellaneous Expenses	At Cost



**Martin & Whitacre
Surveyors & Engineers, Inc.**

Gary Whitacre, President
Matt Krause, Vice President
Seth Whitacre, Sec/Treas

Effective June 27, 2019

CURRENT RATE SCHEDULE

Project Manager	\$175/hr.
Senior Engineer	\$175/hr.
Engineer II	\$150/hr.
Engineer I	\$130/hr.
Engineer In Training	\$ 96/hr.
Senior Land Surveyor	\$175/hr.
Land Surveyor II	\$150/hr.
Land Surveyor I	\$120/hr.
Land Surveyor In Training	\$ 96/hr.
Civil/Survey Technician V	\$120/hr.
Civil/Survey Technician IV	\$110/hr.
Civil/Survey Technician III	\$ 96/hr.
Civil/Survey Technician II	\$ 85/hr.
Civil/Survey Technician I	\$ 70/hr.
One Man Field Crew	\$140/hr.
Two Man Field Crew	\$200/hr.
Three Man Field Crew	\$260/hr.
Clerical	\$ 75/hr.
Specialty Equipment – (Added to Users Rate)	
ATV Usage	\$ 50/hr.
Boat Usage Single Beam	\$ 75/hr.
Scanner Usage	\$100/hr.
Drone Usage	\$100/hr.

**These rates are subject to annual adjustment (on or about January 1)
and your contract will adjust accordingly.**

“M&WRATES2019-2”