



City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

COMMUNITY DEVELOPMENT

Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement

MEMORANDUM

TO: Greg Jenkins, City Administrator
FROM: Jodi Royal-Goodwin, Community Development Director
DATE: March 5, 2020
RE: Request to Enter into Contract

INTRODUCTION: This is a request to enter into a contract with The Nelrod Company for the completion of a physical needs assessment and energy audit to facilitate the development of the Muscatine Municipal Housing Agency's 5-year plan as required by the U.S. Department of Housing and Urban Development. The cost of these services is \$9,799 and will be paid for with public housing funds.

BACKGROUND: The Muscatine Municipal Housing Agency (MMHA) operates the Section 8 Housing Choice Voucher and Public Housing programs, which are funded by the U.S. Department of Housing and Urban Development (HUD). The MMHA is required to complete a 5-year plan and annual plans to guide the use of federal funding and insure the long-term viability of public housing projects. The physical needs assessment and energy audit are required as part of this planning.

In preparation for developing the required 5-year plan submission, the MMHA issued a request for proposals for physical needs assessment and energy audit services January 21. Eight proposals were received. The Nelrod Company was determined to be the most responsive and cost-effective proposal.

RECOMMENDATION/RATIONALE: It is recommended the Muscatine City Council, acting as the MMHA Board of Commissioners, approve the contract with The Nelrod Company in the amount of \$9,799 to be paid for with public housing funds.

ATTACHMENTS: Contract

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

PROFESSIONAL SERVICES CONTRACT

Physical Needs Assessment & Energy Audit

THIS AGREEMENT, made this 5th day of March 2020, by and between the City of Muscatine, 215 Sycamore Street, Muscatine, Iowa 52761, hereinafter referred to as the “Agency”, and The Nelrod Company, 3301 West Freeway, Fort Worth, Texas 76107, hereinafter referred to as “Consultant”.

WITNESS, whereas the Agency is in need of services required to complete a Public Housing Physical Needs Assessment (PNA) and an Energy Audit (EA), and

WHEREAS, the Consultant agrees to furnish the various professional services required by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and promises the parties hereto, it is agreed:

SECTION I – CONSULTANT SERVICES

- A. The Consultant agrees to perform services related to the completion of the PNA and EA as requested in the Agency’s Request for Proposal dated January 1, 2020 and the Consultant’s proposal dated February 17, 2020.
- B. General tasks to be undertaken in completing the PNA and EA are as follows:
 - 1. Staff Interviews
 - 2. Data Analysis
 - 3. Field Inspections
 - 4. Draft Reports, including HUD forms and tools as required, for review
 - 5. Final Reports, including HUD forms and tools as required

Each phase of work is more particularly described in the Proposal, which is incorporated by reference.

- C. No changes or additions to this scope of services shall be incorporated unless mutually agreed upon by both parties in writing.
- D. Deliverables will be provided as outlined in the Consultant’s Proposal:
 - 1. One electronic copy (on flash drive or other electronic delivery method) of the Draft PNA and Energy Audit Reports within 60 day after contract finalization for Agency review.
 - 2. One electronic copy (on flash drive or other electronic delivery method) of the final PNA and Energy Audit Reports upon receipt of Agency review comments.

3. A completed copy of HUD's Physical Needs Assessment (PNA) Tool with all of the Agency's PIC Data, PNA Inspections, Comprehensive Cost Library, Replacement Needs, Refurbishment Needs, Sustainability Needs, Accessibility Needs and Marketability Needs installed, if necessary.

SECTION II – AGENCY RESPONSIBILITIES

- A. The Agency shall promptly compensate the Consultant in accordance with Section III of this Agreement.
- B. The Agency shall provide requested information to the Consultant in a reasonable period of time. Such information shall include but shall not be limited to blueprints, previous studies, UPCS and REAC inspection reports, and maintenance records and plans. The Consultant may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by Agency.
- C. The Agency will assist in providing access to and make all provisions for entry upon both public and private portions of the project.
- D. The Agency will give prompt notice to the Consultant whenever the Agency observes or otherwise becomes aware of any defect in the proposed project.
- E. The Agency shall designate a liaison person to act as the Agency's representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the Agency's policies with respect to the project and Consultant's services.

SECTION III – COMPENSATION FOR SERVICES

The Agency shall pay the Consultant Nine thousand seven hundred ninety-nine dollars and no cents (\$9,799) for the services as stated in this contract. The fee also includes reasonable costs for travel expenses, clerical support, and administrative fees, materials and expenses. If additional services are requested and/or agreed upon compensation shall be at the following rates:

Project Manager	\$194.00/hour
Construction Specialist (Field Assessor/Energy Auditor/HERS Rater)	\$139.00/hour
Administrative Support	\$57.00/hour
Expenses	Actual Cost

The Agency shall pay the Consultant as a fee for the services as stated in this contract, the sum not to exceed \$9,799.00, which also includes costs for reasonable travel, lodging, clerical and other administrative expenses. This amount is to be paid as follows:

- A. Initial progress payment of \$3,233.67 (33%) of the total contract amount for start-up labor, materials, travel, and miscellaneous expenses.
- B. All payments to be made by the Agency. The Consultant will submit request for monthly partial payment commensurate with resources expended at the time, not to exceed 90% of the total approved fee. Requests for payments (invoices) will be submitted to the Agency no later than the 10th day of the month.
- C. Final payment will be made within 10 days after Agency receives final copies of documents. Final payment is to be not less than (10%) \$979.90.

SECTION IV – GENERAL

- A. **STANDARD OF CARE**
Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. **DISCRIMINATION**
No person shall, on the grounds of race, color, national origin, sex, sexual preference, disability, age, familial status, or religion, be excluded from participating in, be denied the benefit of, or otherwise be subjected to discrimination under any activity performed pursuant to this agreement.
- C. **PRODUCT OF SERVICES; COPYRIGHT**
All materials developed or acquired by Consultant under this Agreement shall become the property of the Agency and shall be delivered to the Agency not later than the termination of this Agreement. Materials furnished shall be the subject of an application for copyright by or on behalf of the Consultant without the prior written approval of the Agency. All Consultant copyrighted materials remain the sole property of Consultant. Consultant reserves all rights.
- D. **STATUS OF CONTRACTOR**
The Consultant and its agents or employees are independent contractors performing professional services for the Agency.
- E. **ASSIGNMENT**
Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.
- F. **LIMITATION OF LIABILITY**
Consultant shall indemnify, defend, and hold harmless Agency and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligence act or omission by Consultant's employees, agents, or

subconsultants. In no event shall Agency be liable to Consultant for consequential, incidental, indirect, special, or punitive damages.

Agency shall indemnify, defend, and hold harmless Consultant and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligence act or omission by Agency's employees, agents, or consultants. In no event shall Consultant be liable to Agency for consequential, incidental, indirect, special, or punitive damages.

G. GROSS RECEIPTS

The Consultant shall be responsible for the payment of Federal, State and FICA taxes levied on amounts paid to Consultant pursuant to this Agreement.

H. INSURANCE

The Consultant agrees to maintain, at the Consultant's expense, statutory worker's compensation coverage. The Consultant also agrees to maintain, at Consultant's expense, general liability insurance coverage insuring Consultant against claims for bodily injury, death or property damage arising out of Consultant's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

D. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice.

In the event of termination, the Agency shall be obligated to the Consultant for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. Consultant shall provide data completed up until date of termination.

E. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa.

F. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the Consultant under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligations referring to the subject matter other than those contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

Agency: Muscatine Municipal Housing Agency

Consultant: The Nelrod Company

By: Diana L. Broderson

By: _____

Title: Mayor/Chair Board of Commissioners

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____