



WATER POLLUTION CONTROL

MEMORANDUM

To: Gregg Mandsager, City Administrator

Cc: Nancy Lueck, Finance Director

From: Jon Koch, Director WPCP

Date: March 4th, 2013

Re: Lab Expansion Phase 1

INTRODUCTION: The lab at the WPCP has become inadequate in space and functionality for current needs. Future testing as required by the IDNR and EPA will not be possible in the current space. The air control system is also insufficient to assure employee safety and to maintain the integrity of the expensive analytical equipment.

BACKGROUND: A renovation was planned and budgeted for in 2010, but costs have been higher than originally anticipated. An engineering study by Snyder & Assoc. in 2012 projected costs to expand the current lab in the existing building exceeded the cost of a new structure. We were unable to come to an agreement with Snyder that costs for a new building could be done within budgetary constraints. Several estimates from local contractors and conversations with Stanley Consultants convinced WPCP staff that a better value was possible. WPCP staff asked Stanley to draft a Professional Services Agreement (PSA) and to evaluate whether they could design and engineer a lab at or under budget.

RECOMMENDATION/RATIONALE: \$9750.00 has been budgeted for a feasibility study to expand the current lab. Stanley Consultants has proposed a feasibility study for \$9750.00 to:

1. Determine if the project can proceed within budget constraints.
2. Work with the WPCP on a Basis of Design to maximize efficiency and functional use.
3. Develop a report of critical features and elements with optional features that can be self-performed by WPCP staff.
4. Prepare a construction cost estimate based on the Basis of Design Report.

Due to extensive research and a high degree of agreement with Stanley engineers and architects that the project can come in close to the project budget, WPCP staff recommends accepting Phase 1 of the Stanley Consultant PSA and proceeding with the feasibility study to move the lab expansion project forward.



Stanley Consultants

TRANSMITTAL

TO: Mr. Jon Koch
Director WPCP
City of Muscatine
1202 Musser Street
Muscatine, IA 52761

DATE: March 5, 2013

PROJECT: WWTP Laboratory

LOCATION: Muscatine WWTP

PROJECT NO.:

SUBJECT: Professional Services Agreement for New WWTP Laboratory Consultation

CONTRACT NO.:

WE ARE SENDING YOU THE FOLLOWING ITEM(S):

ATTACHED UNDER SEPARATE COVER HAND DELIVERED VIA FAX VIA EMAIL

THESE ITEMS ARE SUBMITTED:

AT YOUR REQUEST
 FOR YOUR APPROVAL
 FOR YOUR FILES
 FOR YOUR INFORMATION

FOR YOUR REVIEW AND COMMENT
 FOR YOUR SIGNATURE
 FOR YOUR USE
 OTHER

Please find two copies of signed Professional Services Agreement for your signature. Send one signed copy back to us and retain one copy for your records. Receipt of the fully executed signed Agreement will be our notice to proceed.

We very much look forward to working with Patti and you.

DISTRIBUTION:

SIGNED BY: 
Jay Brady

Stanley Building • 225 Iowa Avenue • Muscatine, IA 52761-3764 • phone 563.264.6600 • fax 563.264.6658
email: info@stanleygroup.com • Internet: www.stanleyconsultants.com



PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March __, 2013, between CITY OF MUSCATINE (CLIENT) and STANLEY CONSULTANTS, INC (CONSULTANT). CLIENT intends to design a new WWTP Laboratory (hereinafter called "project").

CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 2.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
4. **Special Provisions.** Special provisions to this Agreement, if any, are stated in Exhibit 4.
5. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
6. Following exhibits are attached to and made part of this Agreement:

Exhibit 1 - Scope of Services

Exhibit 2 - Compensation

Exhibit 3 - Standard Terms and Conditions

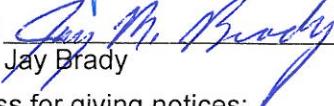
Exhibit 4 - Special Provisions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

STANLEY CONSULTANTS, INC

By: 

Mike J. McKenna, Vice President

Attest: 

Jay Brady

Address for giving notices:

225 IOWA AVENUE
MUSCATINE, IA 52761

CITY OF MUSCATINE

By: _____

Attest: _____

Address for giving notices:

215 SYCAMORE ST
MUSCATINE, IA 52761

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.



EXHIBIT 1
SCOPE OF SERVICES

Background

Client desires to provide a modern, functional laboratory to provide analytical services fundamental to its wastewater management mission. A previous study by others determined that a renovation and addition to the existing laboratory was not cost effective. The Client is now exploring the feasibility of a new stand-alone laboratory building program with an approximate \$600,000 budget.

Basic Services

Phase 1 – Feasibility Study

This Phase is a brief feasibility study, focused on the construction cost estimate, to determine if the project can proceed within the Client's budget constraints. Phase 1 tasks include:

1. Evaluate the laboratory general arrangement plan provided by the Client (approx. 2,400 square feet). Develop an alternate arrangement in collaboration with Client staff to maximize building efficiency and minimize overall building size.
2. Meet with Client to discuss building arrangement and work on Basis of Design.
3. Develop a Basis of Design Report that defines the major architectural and engineering features proposed for the building. Critical elements and features will be identified along with less critical and optional features. Elements that can be self-performed by the Client will also be identified. The Basis of Design Report will include the construction cost estimate.
4. Prepare construction cost estimate based on the program defined in the Basis of Design Report with consideration of the following:
 - a. Over excavation beneath proposed building site to remove clarifier demolition debris by Client in preparation of contractor placement of engineered fill for building foundation.
 - b. Site paving and sidewalk work will be performed by the Client or in subsequent project.
 - c. Building envelope cost will be based on one of the pre-engineered building proposals acquired by the Client.
 - d. Laboratory furniture cost will be based on the casework supplier proposal acquired by the Client.
 - e. Analytical equipment and supplies will be purchased by Client outside of project budget.
 - f. Building is Ordinary Hazard and unsprinklered.

Phase 2 – Construction Documents

Based on the City's evaluation of the Basis of Design Report and decision to move forward with the project, drawings and specifications will be prepared for competitive bidding of the project. Phase 2 services will not be performed until authorized in writing by Client. Phase 2 tasks include:

1. Prepare contract documents, to include:
 - a. Drawings for civil, structural, architectural, mechanical and electrical disciplines including:
 1. Site Plan developed from existing design documents.
 2. Architectural Floor Plan
 3. Building Section and Details
 4. Door and Room Finish Schedules and Details
 5. Foundation Plan
 6. Foundation Details



EXHIBIT 1
SCOPE OF SERVICES

7. Plumbing Plan
8. HVAC Plan
9. Mechanical Schedules
10. Mechanical Details
11. One-Line and Riser Diagrams
12. Power Plan for 480 V and higher and direct wired equipment
13. Panel Schedules

- b. Technical specifications.

2. Specify the following systems on a performance basis:
 - a. General power and lighting.
 - b. Lightning protection.
 - c. Communications.
 - d. Fire alarms.
3. The sizes and locations of utility systems, including electrical, plumbing, and ventilation systems, serving the laboratory furniture and equipment will be provided by the Client's equipment vendor.
4. Update the cost estimate prepared for the Basis of Design Report.
5. Provide PDF format files of drawings and specifications to Client for review.
6. Provide one sealed hardcopy drawing and specifications set to Building Code Official.

Phase 3 – Bidding Phase Assistance

This phase includes services to provide assistance during the bidding process, and includes:

1. Reproduce 15 sets of contract documents for bidding. Additional copies will be reproduced and provided at Consultant's cost.
2. Mail up to 15 sets of contract document sets to potential bidders and maintain plan holders list.
3. Respond to bidder questions.
4. Prepare a bid tabulation of the received bids. Client will conduct bid opening.
5. Make recommendations on the acceptance of the Bid, and Contract Award.

Phase 3 services will not be performed until authorized in writing by Client.

Additional Services

Services other than those listed in the Basic Services are considered Additional Services. Additional Services such as those listed below can be performed upon written authorization by Client.

1. Geotechnical Investigation
2. Field Survey
3. Lighting Plan
4. Building Elevations and Roof Plan
5. Additional bid sets.
6. Permitting
7. Additional meetings
8. Construction Phase Services



EXHIBIT 2
COMPENSATION

1. Compensation for Basic Services. CLIENT shall compensate CONSULTANT for Basic Services on an lump sum basis as follows:
 - a. Phase 1 Feasibility Study \$ 9,750.00.
 - b. Phase 2 Construction Documents \$59,670.00.
 - c. Phase 3 Bidding Phase Assistance \$ 4,650.00.
2. Compensation for Additional Services performed by CONSULTANT shall be performed on an Hourly basis for Direct Labor plus Reimbursable Expenses in accordance with the current "Hourly Fees and Charges Fiscal Year 2012-2013" (Form BC_C 12-13) subject to revision on or after April 1, 2013 unless other compensation is agreed upon prior to performance of the services.



Standard Terms and Conditions

Exhibit 3

1. CLIENT'S RESPONSIBILITIES

- 1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.
- 1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.
- 1.3 Provide available information pertinent to project upon which CONSULTANT may rely.
- 1.4 Arrange for access by CONSULTANT upon public and private property, as required.
- 1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.
- 1.6 Obtain consents, approvals, licenses, and permits necessary for project.
- 1.7 Advertise for and open bids when scheduled.
- 1.8 Provide services necessary for project but not within scope of CONSULTANT's services.
- 1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.
- 1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

2. PERIOD OF SERVICE

- 2.1 CONSULTANT is not responsible for delays due to factors beyond its control.
- 2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

- 3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.
- 3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market

conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due CONSULTANT for services rendered, plus unpaid reimbursable expenses and termination charge, shall constitute total compensation due.

4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.14 Subrogation Waiver. The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.



Hourly Fees and Charges

Fiscal Year 2012-2013

I. Compensation for office-based personnel in the contiguous United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee	Classification	Hourly Fee	Classification	Hourly Fee
BC-1	34.00	BC-10	104.00	BC-19	195.00
BC-2	42.00	BC-11	113.00	BC-20	206.00
BC-3	50.00	BC-12	123.00	BC-21	218.00
BC-4	57.00	BC-13	133.00	BC-22	229.00
BC-5	64.00	BC-14	143.00	BC-23	241.00
BC-6	72.00	BC-15	153.00	BC-24	253.00
BC-7	80.00	BC-16	163.00	BC-25	266.00
BC-8	87.00	BC-17	173.00	BC-26	280.00
BC-9	95.00	BC-18	184.00		

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule. When traveling by public carrier, the maximum charge will be eight hours per day.

II. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.65/mile
Automobile Assigned to Project Site	\$45.00/cal. day
Four-Wheel Drive Vehicles	\$0.80/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$55.00/cal. day
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Global Positioning System Receivers	\$18.50/hour
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%
Duplicating Work	(schedule supplied upon request)
Technical Testing and Surveying Equipment	(schedule supplied upon request)

III. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.

IV. Compensation for use of proprietary computer programs shall be as a surcharge rate applied to the data processing system charges. Compensation for outside computer system services shall be at net cost plus a surcharge rate to cover data communication costs. Compensation for programming, data entry, and consultation shall be in accordance with Article I above. (Schedule supplied upon request.)

V. Interest at the rate of 1-1/2% per month will be charged on invoices not paid within 30 days.

VI. Charges are subject to revision on or after March 31, 2013.