



NOTICE OF PUBLIC MEETING

**The Adel City Council will meet in a special session
in the Council Chambers of Adel City Hall, 301 S. 10th St., Adel, Iowa,
on Monday, January 30, 2017 at 6:00 PM**

AGENDA

NEW BUSINESS

- A) PFM & McClure Engineering Presentation & Discussion on Storm Water, Water, and Wastewater Projects
 - 1. Overview of Utility Needs
 - 2. Summary of Project Costs
 - 3. Financing Alternatives
 - 4. Rate Strategy
- B) Consider Approval of McClure Engineering's Proposal for Utility Provider Capacity and City Growth Analysis and Meetings
- C) Any Other Business

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Please Note: Members or a quorum of members of other City Boards, Commissions, Committee, and/or the Council may be in attendance. Only items on the agenda may be acted upon and/or discussed.



1360 NW 121st Street O 515.964.1229
Clive, IA 50325 F 515.964.2370
www.mecresults.com

Agreement for Engineering Services

January 26, 2017

Re: Adel, Iowa Utility Service Provider Capacity & City Growth Meetings

We are pleased to submit to you on this 26th day of January, 2016, a letter agreement by and between McClure Engineering Company hereinafter referred to as "Engineer" and the City of Adel, Iowa hereinafter referred to as "City" to provide the following service(s):

The City of Adel, Iowa is experiencing significant growth. As a result, it is necessary for the City to understand the remaining capacity of existing utilities (water, sewer, stormwater, electric, natural gas, and telecommunications) which serve the businesses and citizens of the City. To gather this information, the Engineer proposes to complete the following services:

Section 1 – Meetings with Utility Providers

1. Meet with Utility Providers to ask questions to determine the remaining capacity available to support growth in the City of Adel.
 - a. It is assumed that Utility Providers include the following: Water, Sewer, Stormwater, Electric, Natural Gas, and Telecommunications.

Section 2 – Present Information to City Staff, Mayor, and City Council

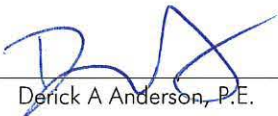
1. Review gathered data and compile prepare information for presentation to City Staff, Mayor, and City Council.
2. Present information to City Staff, Mayor, and City Council (2 meetings proposed)

Our fee to complete the services described in Section 1 & Section 2 will be billed based upon the Hourly Rate Schedule attached as Exhibit B, with a Not-to-Exceed Total of \$5,000.00. This letter agreement is subject to the attached Standard Terms and Conditions.

If approved please print and sign two copies of this letter agreement where noted, return one copy to my attention and keep the other copy for your records. If you have any questions, please do not hesitate to contact me at (515) 964-1229. Thank you for considering McClure Engineering Company for your planning needs.

McClure Engineering Company

Owner: City of Adel, Iowa

By: 
Derick A Anderson, P.E. Date: 1/26/17

By (sign): _____
Name & Title: _____ Date: _____

Enclosure:
Exhibit A – Standard Terms and Conditions
Exhibit B – Standard Hourly Rate Schedule

CC: File

EXHIBIT 'A'
McCLURE ENGINEERING COMPANY
STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The Engineer's liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. 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 Owner or Engineer.

(Effective 10/01/11)
(Supersedes 11/01/08)

EXHIBIT 'B'
 McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2017)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative.....	\$70.00
Staff Engineer.....	\$110.00
Project Engineer.....	\$140.00
Senior Project Engineer	\$190.00
Project Manager	\$170.00
Principal.....	\$200.00
Senior Principal	\$225.00
Senior Engineering Technician.....	\$130.00
Engineering Technician (ET).....	\$100.00
Registered Land Surveyor	\$170.00
Landscape Architect.....	\$130.00
On-Site Representative (OSR)	\$95.00
Senior On-Site Representative (OSR).....	\$130.00
Crew Chief (CC)	\$100.00
Crew Member (CM)	\$85.00
Survey Crew.....	\$220.00
Survey Crew with Scanner.....	\$285.00
Intern Crew Member.....	\$65.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage.....	\$0.70/Mile
Automobile Mileage	\$0.540/Mile
Plans	\$0.15/Sq. Ft.
Vellums.....	\$0.55/Sq. Ft.
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	At Cost + 10%
Large Format Color Prints.....	\$5.25/Sq. Ft

