

**Memorandum  
Public Works Department**



**To:** City Manager  
**Subject:** Neighborhood Water Improvement Program  
Project 2678  
**Date:** December 5, 2013  
**Number:** 2013-244

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Attached is a proposed agreement for professional services with Missman, Inc. for engineering design services for the 2014 Neighborhood Water Improvement Program. The Neighborhood Water Improvement Program is to upgrade the existing 6-inch and 4-inch water mains with new 8-inch water mains. The 2014 Program will upgrade the water mains along 13<sup>th</sup> Street, between 5<sup>th</sup> and 7<sup>th</sup> Avenues adjacent to the new police station.

Missman was selected to provide these services because they are a local engineering firm and are currently working as the site engineer on the new station and as such, they have already completed a site survey as part of this work.

Missman proposes to provide these engineering services at their standard hourly rates at an estimated total cost of \$12,400.00.

**Recommendation**

The Public Works Department recommends that the City Council approve the agreement for professional services with Missman, Inc. at a total estimated fee of \$12,400.00 and that the City Manager be authorized to sign the agreement on behalf of the City of Rock Island.

**Submitted by:** Randall D. Tweet, Public Works Director  
Michael J. Kane, P.E., City Engineer

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**Approved by:** Thomas Thomas, City Manager



City of Rock Island Public Works  
 Attn: Michael Kane, PE  
 1309 Mill Street  
 Rock Island, IL 61201

Design & Construction Documents Proposal  
 13<sup>th</sup> Street/5<sup>th</sup> Avenue Water Main Construction  
 Scope of Services  
 October 4<sup>th</sup>, 2013

## **AGREEMENT FOR PROFESSIONAL SERVICES**

AGREEMENT is effective this \_\_\_\_ day of \_\_\_\_ in the year \_\_\_\_ between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and the City of Rock Island, hereinafter for convenience referred to as the CLIENT.

### **The Services provided under this agreement shall be referred to as:**

Missman proposes to provide the site evaluation, design, and civil engineering plans, specifications and bidding documents for the construction of 8" water main along 13<sup>th</sup> Street, between 5<sup>th</sup> and 7<sup>th</sup> Avenues, and along 5<sup>th</sup> Avenue, between 12<sup>th</sup> and 13<sup>th</sup> Streets, in Rock Island, Illinois.

### **The Scope of Services to be provided under this agreement is as follows:**

Missman Inc. proposes the following to accomplish this task in 4 parts as follows:

**Part 1 - Topographic survey:** The area of the topographic survey will be in the intersection of 5<sup>th</sup> Avenue and 13<sup>th</sup> Street, for the water main connection to the existing main. Missman will provide a topographic survey of elevation contours at a one-foot interval and existing topographic features identifiable within the site. Missman will request a design locate from the local utility companies to provide existing utility maps of the area. We will provide measure down and invert elevations of the storm and sanitary sewers adjacent to the site, and will provide an existing condition drawing upon completion of the survey.

**Cost for Part 1 Topographic survey: \$ 2,200.00**

**Part 2 – Construction Documents -** Missman will provide the civil engineering services for the water main construction which will include the following detailed items:

- 1.) Investigation of the existing utilities that the proposed will cross and tie into.
- 2.) Provide Site layout, water line plan and profiles and a detail sheet for the proposed improvements.
- 3.) Prepare specifications for the proposed utility improvements.

**Cost for Part 2 – Construction Documents: \$ 6,300.00**



**Part 3 – Bid Documents** - Missman will prepare front end documents, quantities, bid form, and other associated bidding documents to assist the City in obtaining Contractor bids for the water main construction project.

**Cost for Part 3 – Bid Documents:** **\$ 2,400.00**

**Part 4 – Water Main Permitting** - Missman will provide the documentation and application for the City of Rock Island to submit to the Illinois EPA.

- 1.) Prepare Water Main Application for Construction Permit.
- 2.) Submit application with plans, specifications, and Schedules A and B to the Illinois EPA for approval.

**Cost for Part 4 –Water Main Permitting:** **\$ 1,500.00**

**The Scope of Services does not provide, but is not limited to, the following:**

1. Preparation of zoning, permitting, vacation, exhibit, easement, preliminary, final or right-of-way plats or descriptions.
2. Storm water variance drawings, narrative, or meeting attendance.
3. Title research or expert testimony.
4. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
5. Environmental reports or studies.
6. Major changes in the scope of the project, including preparation of more than one bid package (phase).
7. Meetings and public hearings beyond those specified above.
8. Construction observation or construction staking services.

Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.

**The Deliverables will generally consist of:**

Construction documents including site layout, utility plans, detail sheet, and specifications

All reports and studies will be made available to the Client, IDOT, and other designated recipients in paper copy and electronic copy (AutoCAD dwg or Acrobat pdf) as directed.

**The Schedule for these services is as follows:**

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement.



The Fee for the above described services will be:

\$ 12,400.00 Estimated (see item 22 in the General Conditions)

This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign and return to us as soon as possible. This proposal is valid until November 4<sup>th</sup>, 2013.

Thank you for considering Missman for your professional services.

MISSMAN, INC.

  
Signature

\_\_\_\_\_  
Client

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company/Group

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Signature



## GENERAL CONDITIONS

### PROFESSIONAL SERVICES AGREEMENT

#### 1.0 BILLING

- 1.1 Invoices will be issued monthly, payable upon receipt, unless otherwise agreed.
- 1.2 Interest of 1% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to the unpaid principal amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client. Payment for services is not contingent on payment to Client by others.
- 1.3 In the event that the Client requests termination of the work prior to completion of the project. Missman, Inc. reserves the right to complete such analyses and records as necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to reasonably complete its file on the work performed to date. A termination charge to cover the cost thereof, in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of Missman, Inc., be made.

#### 2.0 WARRANTY AND LIABILITY

- 2.1 Missman, Inc. warrants that its services are performed, within the limits prescribed by its Clients, with the usual thoroughness and competence of the engineering, surveying and/or environmental consulting profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts, surveys, plans, or reports.
- 2.2 Missman, Inc.' liability shall be limited to injury or loss caused by the negligence of Missman, Inc., its subcontractors, and/or agents hereunder. Missman, Inc. has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk or injury or loss that may be caused by exposures to such substances or conditions.
- 2.3 Missman, Inc.' liability for injury or loss arising from (1) professional errors or omissions is limited to \$5,000 or Missman, Inc.' total fee for the services rendered on this project, whichever is lesser; (2) radiation or radioactive substances or conditions; and/or (3) any other toxic, irritant, pollutant, or waste gases, liquids, or solid materials shall not exceed the limits of our insurance coverage.
- 2.4 Missman, Inc.' liability for injury or loss arising from comprehensive general and automobile exposures shall not exceed the limits of our insurance coverage. Increased liability limits may be negotiated upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.
- 2.5 The Client agrees to defend, indemnify, and hold Missman, Inc. harmless from any claim, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by Missman, Inc.' performance of services hereunder.
- 2.6 In the event the Client makes a claim against Missman, Inc., at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by Missman, Inc. in defending itself against the claim.

#### 3.0 RIGHT OF ENTRY

- 3.1 Missman, Inc. assume that the Owner/Client has secured the right of entry for personnel to enter upon lands necessary to perform the agreed services. Delays resulting from the Client's failure to secure entry are the Client's responsibility.



#### 4.0 BOUNDARY CONFLICT

- 4.1 Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



**ATTACHMENT  
EXHIBIT A -- HOURLY RATES FOR ADDITIONAL SERVICES**

**ADDITIONAL SERVICES:** Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

<b>Project Hourly Rate Schedule</b>	
<b>Classification</b>	<b>Rate</b>
Principal	\$170.00
Senior Project Manager	\$135.00
Project Manager	\$125.00
Project Engineer	\$110.00
Design Engineer	\$75.00
Land Survey Manager	\$135.00
Land Surveyor	\$115.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$95.00
Engineering Technician	\$60.00
CAD Operator	\$50.00
Construction Services Manager	\$125.00
Construction Services Senior Technician	\$90.00
Construction Services Technician	\$70.00
Project Coordinator	\$75.00
Environmental Scientist	\$70.00
Network Manager	\$105.00
Clerical & Administration	\$45.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2013  
**Missman, Inc.**

*The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.*

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