



PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of June 15, 2004, between CITY OF MUSCATINE (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to extend a sanitary sewer to *Pine Ridge Acres Addition* Sewer (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. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
5. 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

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

STANLEY CONSULTANTS, INC.

CITY OF MUSCATINE

By: _____

MICHAEL J. MCKENNA
VICE PRESIDENT

By: _____

Richard W. O'Brien

Attest: _____

KIM BURDAKIN

Attest: _____

R. Johnson

Address for giving notices:

STANLEY BUILDING
225 IOWA AVENUE
MUSCATINE, IA 52761-3764

Address for giving notices:

1459 WASHINGTON STREET
MUSCATINE, IA 52761



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



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EXHIBIT 1

SCOPE OF SERVICES

1.0 BASIC SERVICES:

CONSULTANT will provide the following Professional Services associated with the Permitting, Design, and Construction of the proposed gravity sewer to *Pine Ridge Acres Addition* near the intersection of Iowa Highway 22 and Colorado Street in Muscatine, Iowa.

1.1 REGULATORY & PERMITTING:

CONSULTANT will provide plans and technical information to assist the CLIENT in the preparation of the following:

- 1.1.1 Iowa Department of Natural Resources (IDNR) Permit Requirements.
- 1.1.2 Iowa Department of Transportation (IDOT) Permit Requirements.
- 1.1.3 Right-of-Way Easements. *Note: Easement survey data and plans have not been included.*

1.2 DESIGN PHASE:

CONSULTANT will provide Design services required for a gravity sewer from the *Pine Ridge Acres Addition* interconnection manhole near the intersection of Iowa Highway 22 and Colorado Street to an existing gravity sanitary sewer manhole located southwest of the aforementioned intersection.

1.3 CONSTRUCTION DOCUMENTS: CONSULTANT will prepare a *Project Manual* (Plans & Specifications) including the following work:

- 1.3.1 Plan and profile plans. *Note: Contractor will be responsible for the determination and verification of below ground utilities.*
- 1.3.2 Sewer and manhole details.
- 1.3.3 Assistance in the application for easements, if required.
- 1.3.4 Prepare *Estimate of Probable Construction Cost*.
- 1.3.5 Specifications, including front-end documents and technical sections.
- 1.3.6 Prepare Record Drawings and provide CLIENT with one (1) hard copy and one (1) electronic copy of Contract Documents.

1.4 BIDDING PHASE: CONSULTANT will provide the following services during the Bid and Contract Award Phase:

- 1.4.1 Provide CLIENT with two (2) copies the Project Manual (plans and specifications).
- 1.4.2 Prepare the Contract Agreement Form
- 1.4.3 Invitation to Bid and Instruction to Bidders.
- 1.4.4 Provide CLIENT with prospective Bidders List.
- 1.4.5 Transmit bid-letting notices to prospective bidders, contractors, suppliers, and project notice publications.



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- 1.4.6 Distribute a maximum of ten (10) copies of the plans and specifications to prospective bidders and plan rooms.
- 1.4.7 Provide plans, specifications, and schedule to local utilities.
- 1.4.8 Attend public hearing.
- 1.4.9 Prepare *Addenda*, if required.
- 1.4.10 Respond to questions during the bid period.
- 1.4.11 Attend bid opening and tabulate bids.
- 1.4.12 Prepare recommendation for award of contract.

1.5 SERVICES DURING CONSTRUCTION:

- 1.5.1 CONSULTANT will provide one (1) construction observer to observe the progress of the Work. CONSULTANTS' services during construction will be provided on a periodic basis and are limited to a total of twenty-four (24) man-hours.
- 1.5.2 Furnish five (5) hard copies and one (1) electronic PDF file of Contract Documents to Contractor.
- 1.5.3 Arrange and conduct the Pre-Construction Conference.
- 1.5.4 CONSULTANT will determine if Contractor's work, in general, is proceeding in accordance with Contract Documents, and CONSULTANT shall keep CLIENT informed of progress of Work. CONSULTANT shall NOT be responsible for acts or omissions of any Contractor, of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of Work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with Contract Documents.

2.0 ADDITIONAL SERVICES: SERVICES requested by the CLIENT and agreed to by CONSULTANT that are NOT included in BASIC SERVICES, as described herein, shall constitute ADDITIONAL SERVICES.



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EXHIBIT 2

COMPENSATION FOR PROFESSIONAL SERVICES

1.0 COMPENSATION for BASIC SERVICES:

CLIENT shall compensate CONSULTANT a LUMP SUM amount of Twenty-Eight Thousand Eight Hundred Dollars (\$28,800.00) for BASIC SERVICES performed by CONSULTANT as described in Exhibit 1 - *Scope of Services*, BASIC SERVICES.

2.0 COMPENSATION for ADDITIONAL SERVICES:

ADDITIONAL SERVICES performed by the CONSULTANT at the CLIENT's direction, shall be compensated on an HOURLY basis for DIRECT LABOR, PLUS REIMBURSABLE EXPENSES in accordance with the current "*Hourly Fees and Charges Fiscal Year 2004-2005*" (Form C 04-05), copy attached.

Donelson, Fran

From: Hill, Randy
Sent: Monday, June 28, 2004 11:21 AM
To: Johnson, AJ
Cc: Donelson, Fran; Chandler, Matt
Subject: Council Action - Professional Services Agreement - Stanley Consultants, Inc. - Pine Ridge Acres Addition Sewer

AJ -

Please find attached an agreement from Stanley Consultants, Inc. to provide engineering services for the Pine Ridge Acres Addition Sewer Project. These services include: Regulatory & Permitting, Design, Construction Documents, Bidding, & Services During Construction. The purpose for this agreement is to extend the sanitary sewer to the proposed new addition (Pine Ridge) for future development. The cost for these services is \$28,800 to be paid from the Sewer Extension Reserve Fund. If you have any questions, please contact me.

R. Hill