



# MMS CONSULTANTS, INC.

*Your Vision + Our Innovation = Inspired Results*

## **PROFESSIONAL SERVICES AGREEMENT**

ATTN: Duane Van Hemert  
Director of Physical Plant  
Iowa City Community School District  
1725 North Dodge Street  
Iowa City, IA 52245

**PROJECT:** Mark Twain Elementary, Modular Classroom Improvements  
**PROJECT LOCATION:** Iowa City, Iowa  
**DATE OF AGREEMENT:** January 20, 2014

### **PROJECT DESCRIPTION**

This project consists of preparing Construction Documents for a temporary modular classroom and its associated improvements at Mark Twain Elementary.

### **SCOPE OF SERVICES**

The Project consists of the following scope of services:

1. **Engineering and Design**
  - a) Prepare site plan concept for proposed building and associated improvements.
  - b) Meet with Client and City Staff to review concepts.
  - c) Prepare all necessary permits for project construction.
  - d) Develop Construction Documents per City of Iowa City Standards and requirements.
  - e) Meet with Client and City Staff to review final plans.
  - f) Revise final plans and submit to Client and City.
  - g) Prepare Bid Documents and public notices as required.
  - h) Answer Bidder's questions and prepare necessary addenda.
  - i) Printing costs and distribution of construction documents.
2. **Construction Administration**
  - a) Progress meetings with Client, Contractor and City Staff.
  - b) Review Contractor submittals.
  - c) Review Contractor pay requests.
  - d) Periodic site visits to deal with construction issues.
  - e) Develop Contractor's punch list with City Staff.

### **PROVIDED BY THE CLIENT**

1. Permit and application fees
2. Negotiation and coordination of easements and right-of-way acquisitions with respective property owners
3. Plat recording fees
4. Legal fees associated with easement and right-of-way acquisitions.
5. Construction inspection of pavements and utilities.
6. Geotechnical Engineering and inspection.
7. Easement and Acquisition Plats if necessary.

**SCHEDULE**

Services will begin upon receipt of this signed agreement.

**COMPENSATION**

**ENGINEERING & DESIGN: Item 1** Hourly, Not to Exceed **\$37,200**

**CONSTRUCTION ADMINISTRATION: Item 2** Hourly, Not to Exceed **\$8,800**

<b>TOTAL</b>	<b>\$46,000</b>
--------------	-----------------

**ADDITIONAL SERVICES**

---

MMS Consultants, Inc. will provide additional services as directed by the Client at our current hourly rates.

**TERMS AND CONDITIONS**

1. Standard of Care will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MMS makes no warranties, express or implied, under this Agreement or otherwise, in connection with services required to be performed by this Agreement. MMS and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers and suppliers.
2. MMS shall not at any time supervise, direct or have control over any contractor's work, nor shall MMS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
3. MMS neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.
4. MMS Shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except MMS's own employees) at the Project site or otherwise furnishing or performing any construction work in connection with the Project; or for any decision made based on interpretations or clarifications of the construction contract given by Owner without consultation with and advice of MMS.
5. All design documents prepared or furnished by MMS are instruments of service and MMS retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
6. To the fullest extent permitted by law, Client and MMS (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that MMS's total liability to Client under this Agreement shall be limited to the total amount of the compensation received by MMS pursuant to this Agreement.
7. The information and services provided by MMS pursuant to this Agreement are intended for use only by Client. No third party shall have any right arising from this Agreement or the documents produced pursuant to this Agreement. As additional consideration for the performance the services called for hereunder, Client agrees to hold harmless and indemnify MMS and its employees, officer, directors, and agents for all costs, expenses, legal fees, awards, settlements, and judgments in any legal proceeding brought by any third party who claims that he or she relied on representations made in such documents and was damaged thereby. Client's request that MMS release copies of documents produced pursuant to the terms of this Agreement shall be at Client's risk with respect to the contents of this paragraph.
8. If Client claims that MMS has made an error in any of the services provided hereunder, Client will inform MMS of the alleged error and allow MMS to inspect the property before Client takes any action to correct the alleged error or which would otherwise make it difficult or impossible for MMS to evaluate the existence of the alleged error. If Client repairs or otherwise provides a remedy for such alleged error or further disturbs the property such that it becomes impossible for MMS to confirm the existence or otherwise evaluate the alleged error, Client waives any and all actions against MMS for such alleged error.
9. Client shall indemnify and reimburse MMS for any and all costs and expenses associated with any civil action arising under this Agreement, including but not limited to attorney's fees, costs, and expenses, unless Client unilaterally prevails in a court of competent jurisdiction.
10. Upon complete execution of the Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services

thereafter until said services are complete. Client shall not have the right to terminate this Agreement or to cancel MMS's services unless the entire project of which MMS's services are a component part has been ceased or cancelled. In said event, Client shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.

**AGREEMENT**

This is an Agreement made as of January 20, 2014, between MMS Consultants, Inc. (MMS) and Iowa City Community School District (CLIENT - legally responsible party). CLIENT hereby engages MMS Consultants, Inc. to perform services as outlined and according to the terms and conditions expressed herein.

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

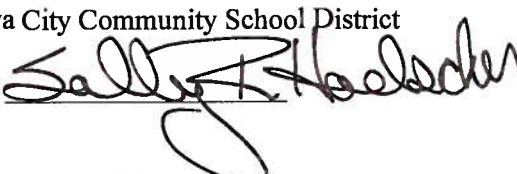
MMS Consultants, Inc.

By: \_\_\_\_\_

  
PRESIDENT

Iowa City Community School District

By: \_\_\_\_\_



Address for giving notices:  
1725 North Dodge Street  
Iowa City, IA 52245

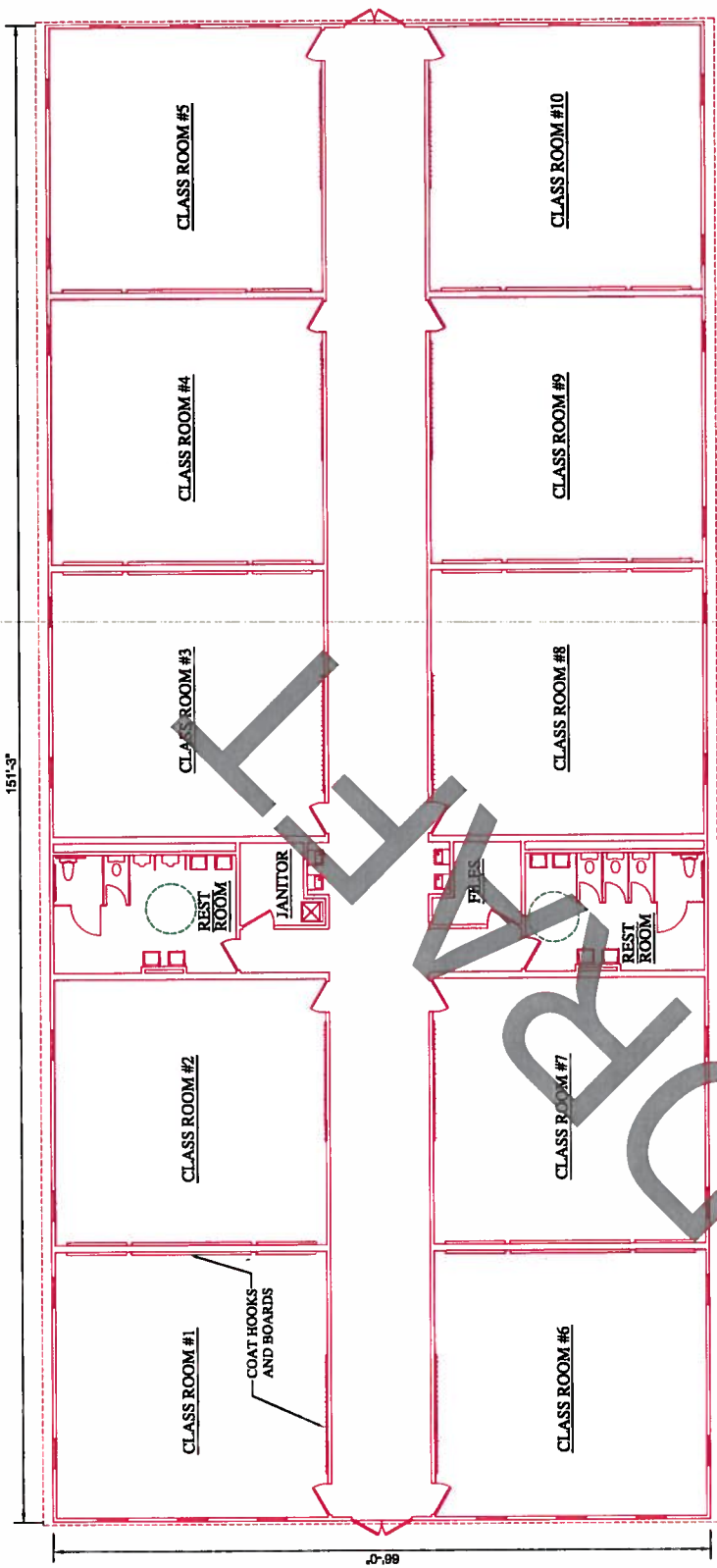


SMART BUILDING

**GENERAL BUILDING INFORMATION:**  
 DRAWING NUMBER: E11  
 NOMINAL BUILDING SIZE: 154'-66"  
 SQUARE FOOTAGE: 10,164  
 BUILDING USE: EDUCATIONAL (E)

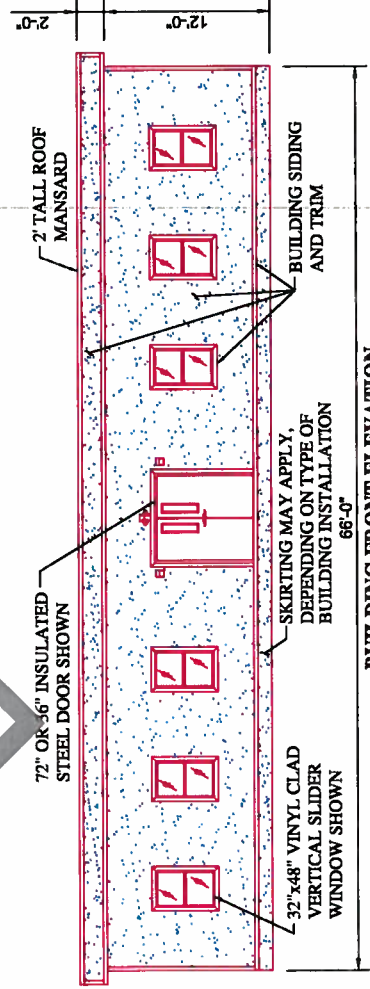
www.modulargenius.com  
 (888)420-1113

**GENERAL CODE INFORMATION:**  
 • THE MINIMUM AND MAXIMUM NUMBER OF WINDOWS AND DOORS SHALL BE LIMITED. CONSIDERATION MAY BE TAKEN TO THE CODE REQUIREMENTS FOR EGRESS AND ENERGY CONSERVATION.  
 • REQUIRED PLUMBING FIXTURES ARE SUBJECT TO THE ADOPTED PLUMBING CODE. CONSIDERATION MAY BE TAKEN FOR EXISTING RESTROOMS ON SITE.  
 • THE BUILDING SQUARE FOOTAGE SHALL BE LIMITED TO THE REQUIREMENTS OF THE ADOPTED BUILDING CODE.  
 • THE BUILDING SHALL BE SET WITH A PERMANENT OR TEMPORARY FOUNDATION SYSTEM AND APPROVED BY THE LOCAL OFFICIAL HAVING JURISDICTION.  
 • THE FINAL LAYOUT IS SUBJECT TO REVIEW FOR COMPLIANCE WITH THE BUILDING CODE ENFORCED IN THE AREA THE BUILDING WILL BE LOCATED.



**GENERAL DESIGN NOTES:**  
 CLASS ROOMS, RESTROOMS, CLOSETS, BREAK ROOMS, CONFERENCE ROOMS AND OFFICES CAN BE ADDED TO MEET YOUR SPECIFIC SPACE REQUIREMENTS.  
 WINDOWS AND DOORS CAN BE ADDED OR REMOVED BASED ON YOUR SITE REQUIREMENTS.  
 MECHANICAL, ELECTRICAL AND PLUMBING WILL BE SIZED TO MEET THE USE AND OCCUPANCY REQUIREMENTS.

**BUILDING PLAN**

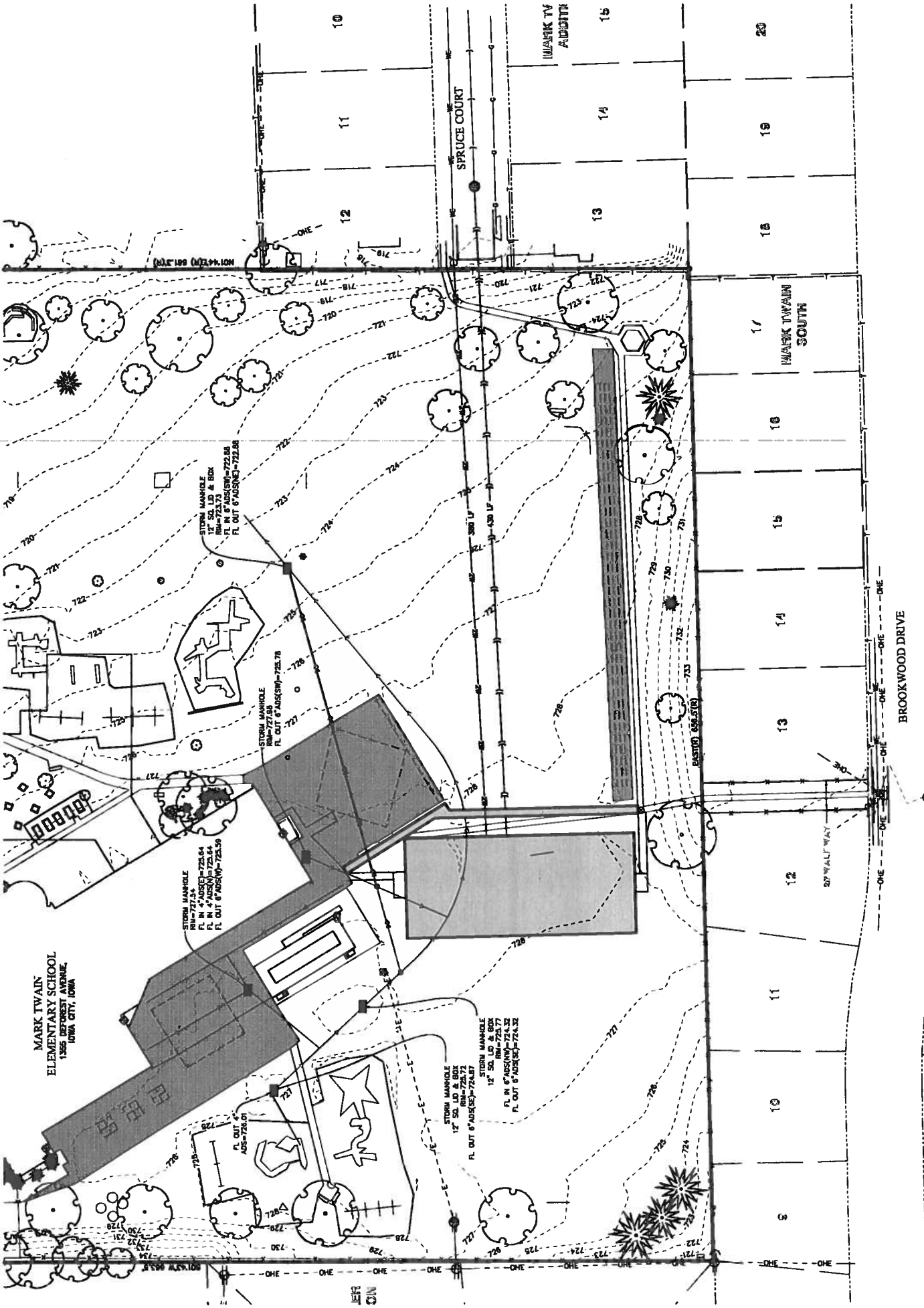


**BUILDING FRONT ELEVATION**

ASK ABOUT GREEN, SUSTAINABLE BUILDING OPTIONS



MARK TWAIN  
ELEMENTARY SCHOOL  
1555 DEFOREST AVENUE  
IOWA CITY, IOWA





# Iowa City Community School District

## Educational Services Center

Stephen F. Murley Superintendent of Schools

1725 North Dodge Street • Iowa City, IA 52245 • (319) 688-1000 • Fax (319) 688-1009 • [www.iowacityschools.org](http://www.iowacityschools.org)

**TO:** Members, Board of Directors  
**THROUGH:** Mr. Stephen Murley, Superintendent  
**THROUGH:** Dr. David Dude, Chief Operating Officer  
**FROM:** Mr. Duane Van Hemert, Physical Plant Director  
**DATE:** January 22, 2014  
**SUBJECT:** Appendix 9 Step 2 & 3, Transitional Schoolhouse  
**DEPARTMENT:** Physical Plant

**FUNDING:**

Source	Amount	Percent
General Fund		
SILO/SAVE	\$46,000.00	100%
PPEL		
Grant		
Other		
<b>TOTAL</b>	<b>\$46,000.00</b>	<b>100%</b>

**DESCRIPTION:** On November 12, 2013 the Board of Education approved a slate of projects for the first year of the Long Range Facility Master Plan, which is Step 1 of Appendix 9, and one of those projects is the construction of a modular schoolhouse to be used at several elementary and middle schools during the 10 year renovate. The first location for the transitional housing will be at Twain Elementary School and the district is currently planning on using a modular building that contains 10 classrooms and a set of restrooms. This structure is made up of 22 modules and will be moved in late 2015 to Coralville Central and then to other schools during subsequent years. The overall budget for the Transitional Schoolhouse projects is \$6,459,000. The budget for this project is \$1,500,000.

To facilitate the timeline to design and construct this project, the district has asked MMS Consultants Inc. of Iowa City, Iowa to provide a quote for architectural and engineering services to design the foundation and utility installations for this unit. This proposal is exclusive of required testing, building review and permit fees, and typical reimbursable costs such as production of blueprints. MMS has proposed a fee not to exceed \$46,000 The actual design of the modular components will be done by the modular manufacturer which will be bid yet this spring.

Preliminary design work for the location of the modular and utility locations has been completed. It is expected that final documents will be ready for bid in March of 2014.

---

**ATTACHMENTS:** MMS Consultants Inc. Agreement,  
Twain Modular Site and Foundation Plan Schematic Design sent  
electronically

**RECOMMENDATION:** Recommend approval of fee proposal, Step 2 and the Schematic Design,  
Step 3 of Appendix 9.

The mission of the Iowa City Community School District is to ensure all students will become responsible, independent learners capable of making informed decisions in a democratic society as well as in the dynamic global community: this is accomplished by challenging each student with a rigorous and creative curriculum taught by a diverse,

---