



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: Sycamore Elementary, Daniel Place Improvements
PROJECT LOCATION: Iowa City, Iowa
DATE OF AGREEMENT: January 20, 2014

PROJECT DESCRIPTION

This project consists of preparing Construction Documents for approximately 1,000 feet of Daniel Place and its associated city utilities; sanitary sewer, storm sewer and water main.

SCOPE OF SERVICES

The Project consists of the following scope of services:

1. **Surveying services**
 - a) Additional topographic and utility survey of project as needed.
 - b) Construction and Permanent Easement Plats for affected parcels along the Project's limits.
 - c) Coordination of additional platting requirements with the Client and City Staff.
 - d) Meetings with the Client and City Staff.
2. **Engineering and Design**
 - a) Develop project concepts and coordinate with Lehman Family.
 - b) Meet with Client, Lehman Family and City Staff to review concepts.
 - c) Prepare all necessary permits for project construction.
 - d) Develop Construction Documents for above mentioned items 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 as required.
 - h) Answer Bidder's questions and prepare necessary addenda.
3. **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.
 - f) Coordinate construction inspection with City of Iowa City.

CIVIL ENGINEERS

LAND SURVEYORS

LAND PLANNERS

LANDSCAPE ARCHITECTS

ENVIRONMENTAL SPECIALISTS

PROVIDED BY THE CLIENT

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

SCHEDULE

We will begin our services upon receipt of this signed agreement.

COMPENSATION

SURVEY: Item 1	Fixed Fee	\$2,800
ENGINEERING & DESIGN: Item 2	Fixed Fee	\$25,500
CONSTRUCTION ADMINISTRATION: Item 3	Fixed Fee	\$4,200
TOTAL		\$32,500

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



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

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, Design of Daniel Place Street Extension
DEPARTMENT: Physical Plant

FUNDING:

Source	Amount	Percent
General Fund		
SILO/SAVE	\$500,000	100%
PPEL		
Grant		
Other		
TOTAL	\$500,000	100%

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, Recently the Board of Education approved the purchase of property on the south side of Iowa City that is adjacent to Sycamore Street and will be used as the location for the new South Elementary School Project. The school project is slated for a Fall 2015 completion and the City of Iowa City will be paving Sycamore Street and extending utilities to the site and is scheduled for a 2015 completion.

As part of the purchase agreement the district has agreed to design and construct the extension of Daniel Place. The district property is located on the south side of Daniel Place. The district will fund the project using SAVE funding and one-half of the project cost will ultimately be refunded to the district by the current property owners or new property owner upon the sale of adjoining property on the north side of Daniel Place. The budget for this project is \$500,000.

MMS Consultants Inc. of Iowa City, Iowa has proposed to design up to 1,000 lineal feet of the street and improvements for a fee of \$32,500 plus reimbursable expenses. The final length of the street improvements will be up to 1,000 feet in length but only what is required to satisfy the needs of the district and the city. The actual length will be determined at a future date and be dependent upon the final approved site plan for the new elementary school.

The property required for the street extension and improvements will be granted to the city by the current property owner and the street will be a dedicated city street once completed. This property is outside of and adjacent to the current parcel being purchased by the district.

ATTACHMENTS: MMS Consultants Inc. Agreement,

RECOMMENDATION: Recommend approval of fee proposal, Step 2 of Appendix 9.
