

RESOLUTION NO. 1353

RESOLUTION APPROVING AN ENGINEERING AGREEMENT WITH FRENCH-RENEKER-ASSOCIATES, INC. FOR THE WEST BRANCH VILLAGE TRAIL PROJECT IN THE AMOUNT OF \$17,000.

WHEREAS, the City of West Branch was awarded a grant of \$75,000 from Resource Enhancement and Protection commonly referred to as REAP; and

WHEREAS, the grant money will be used for the West Branch Village Trail, which includes the construction of 400 feet of 10-foot wide concrete trail and a 100-foot bridge to cross the creek and associated 100-year flood plain near the intersection of the Hoover Nature Trail and N. Downey Street; and

WHEREAS, this engineering agreement would allow the City of West Branch to proceed with the construction of the West Branch Trail Project; and

WHEREAS, French-Reneker-Associates, Inc. has provided an engineering agreement to provide these services; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with French-Reneker-Associates, Inc. of Fairfield, Iowa, is hereby approved. Further, the Mayor Pro Tem is directed to execute the agreement on behalf of the City.

Passed and approved this 29th day of June, 2015.


Colton Miller, Mayor Pro Tem

ATTEST:


Matt Muckler, City Administrator/Clerk

City

ENGINEERING SERVICES AGREEMENT

French-Reneker-Associates, Inc., Engineers & Surveyors of Fairfield, Iowa, (hereinafter referred to as the ENGINEER), hereby offers engineering services to West Branch, Iowa, (hereinafter referred to as the OWNER), in connection with development of a recreational trail.

The OWNER has acquired Resource Enhancement and Protection (REAP) funds for the trail. The trail will be 10-foot wide concrete surface and about 400 feet long. The trail will connect the West Branch Village Mobile Home Park with the existing Hoover Nature Trail. The 400-foot long trail includes a multi-span wooden bridge to be constructed by volunteers. The bridge spans a mapped floodway. A hydraulic analysis and flood plain permit are needed for the bridge.

I. SCOPE OF SERVICES

The ENGINEER agrees to provide engineering services in connection with the proposed project as set forth in the elements shown below.

A. Preliminary Services

Services to be provided relating to engineering and technician needs during the preliminary project phase are as follows:

1. Work with the OWNER to determine the general features of the project and to define the project concept.
2. Make field surveys upon which to base the trail and bridge designs.
3. Prepare preliminary drawings of the trail and bridge and submit these to the OWNER for review and comment.
4. Prepare a hydraulic analysis and flood plain permit application for the proposed bridge.

B. Design Services

Services to be provided relating to engineering and technician needs during design are as follows:

1. Make detailed designs.
2. Prepare detailed drawings and specifications, and submit them to the OWNER for review and comment.
3. Compute and tabulate estimates of project quantities.
4. Furnish drawings and specifications for the trail upon request from potential contractors.

West Branch – Recreational Trail
Project No.
June 15, 2015

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French-Reneker-Associates, Inc.

C. Engineering Services During Construction

Services to be provided relating to engineering and technician needs during construction are as follows:

1. Set up and conduct a preconstruction conference for the trail.
2. Establish basic survey control for construction staking, and set construction stakes.
3. Perform limited observation of the various elements of the project during the construction process to determine compliance with the drawings and specifications. (Nothing in this Agreement shall be construed to mean that the ENGINEER will direct the Contractor's operation; guarantee the Contractor's faithful performance; or guarantee to detect faulty construction if it occurs.)
4. Explain and interpret drawings and specifications.
5. Make final review of the construction.

D. Other Services

In addition to the foregoing, other services are available from the ENGINEER as the need is verified and upon authorization by the OWNER. Among these are the following:

1. Prepare bidding documents.
2. Property, boundary, and right-of-way surveys.
3. Consultations regarding soils and subsurface conditions.
4. Consultations and testing for materials quality control.
5. Provide daily on-site construction observation.
6. Changes in approved drawings and specifications.
7. Other engineering services specifically requested by the OWNER.

II. REMUNERATION

The ENGINEER shall submit a monthly invoice for payment for work performed under this Agreement for which the ENGINEER believes payment is due.

The fee due on each invoice shall be a portion of the agreed lump sum amount based upon the percentage of the work completed to date.

Upon review and approval of the invoice by the OWNER, payment will be made promptly in the amount of 100% of the work covered by the invoice. The payment due the ENGINEER shall be made within 30 days of receipt of the invoice.

Payments not received within 30 days of receipt of invoice will be considered delinquent and will be subject to a late charge of 10% per annum calculated from the 31st day after date of original invoice.

The OWNER agrees to pay all costs of collection, including attorney fees, which may be incurred in the collection of the sums due the ENGINEER pursuant to this agreement.

An agreed lump sum amount of \$17,000 has been established for the work outlined in Sections IA, IB, and IC of this Agreement.

A budget for work under Section ID will be defined at the time of authorization of Other Services by the OWNER.

III. SALES TAX AND/OR VALUE-ADDED TAX

Sales tax or value-added tax is not included in the fees described above. If any sales tax or value-added tax for professional services is imposed by any governmental entity, federal, state, or local, the amount of said tax shall be considered a project extra, shall be identified as such on the statements for professional services, and shall be paid in addition to the fees described above.

IV. SCHEDULE

The following project schedule has been established to aid the coordination of the project and to encourage timely completion. The ENGINEER will endeavor to complete his work within the schedule.

It is understood that the achievement of this project schedule will be dependent upon timely reviews, timely Notices to Proceed to the ENGINEER, weather conditions, OWNER's needs; and other activities beyond the control of the ENGINEER.

Approval of Engineering Services Agreement and
Issue Notice to Proceed

June 2015

Drawings and Specifications Completed

August 2015

V. OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE

All computer files, field data, notes, or other documents prepared by the ENGINEER pursuant to this Agreement are instruments of service and are not intended or represented to be suitable for the reuse by the OWNER or others. They shall remain the property of the ENGINEER who shall retain all common law statutory and other reserved rights, including the copyright thereto.

The ENGINEER will make additional paper copies of all maps, specifications, or drawings furnished as a part of this Agreement available to the OWNER for the normal and customary cost of reproduction.

Any reuse of documents shall be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. The OWNER shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom.

VI. INDEMNIFICATION AND LIMITATION OF LIABILITY

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or other consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the ENGINEER will be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

To the maximum extent permitted by law, the OWNER agrees to limit the ENGINEER's liability for the OWNER's damages to the sum of \$20,000 or the ENGINEER's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

VII. DURATION OF AGREEMENT

This Agreement will remain in full force and effect until terminated. It may be terminated by either party upon two weeks written notice and payment by the OWNER for the work done at the rate set forth in Section II.

FRENCH-RENEKER-ASSOC., INC.
(ENGINEER)

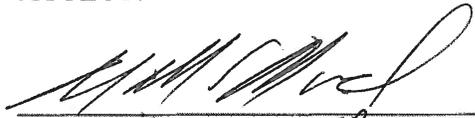
Date: JUNE 25, 2015

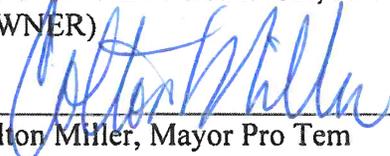
Signed: 
Stephen W. Hausner, President

The above Agreement is hereby accepted by the City of West Branch, Iowa.

ATTEST:

CITY OF WEST BRANCH, IOWA
(OWNER)


MATT MUCKLER
CITY ADMINISTRATOR

Signed: 
Colton Miller, Mayor Pro Tem