



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, FEBRUARY 3, 2020 AT 4:45 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF
THE CITY HALL**

TENTATIVE AGENDA

ROLL CALL: Bly (Chair), Davis, Gaard.

PERFECTING AND APPROVAL OF AGENDA

COMMITTEE BUSINESS:

1. Consider resolution approving professional services agreement with HAILA Architecture Structure Planning, Ltd. for 915 Main Street (See Resolution No. 2020-27).
2. Discuss building mass, height, and similar design considerations for the northern portion of the central business district.
3. Discuss strategic planning.

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2020-

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH HAILA ARCHITECTURE STRUCTURE PLANNING, LTD. FOR PRELIMINARY DESIGN SERVICES FOR 915 MAIN STREET.

WHEREAS, the City Council of the city of Grinnell desires to see the building at 915 Main Street rebuilt;

WHEREAS, the city desires HAILA Architecture Structure Planning, Ltd. to proceed with the preliminary design services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said preliminary design services for the 915 Main Street project, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with HAILA Architecture Structure Planning, Ltd. for preliminary design services for the Water Tower project.

Passed and approved this 3rd day of February 2020.

Dan F. Agnew, Mayor

ATTEST:

Annamarie Wingerter, City Clerk/Finance Director

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: City of Grinnell
520 4th Avenue
Grinnell, Iowa 50112

Date: January 13, 2020
Project No: 19076

Project Name/Location: Infill Development – 900 Block of Main Street

Scope/Intent and Extent of Services: Preliminary Design Services – See Attached Proposal Letter dated January 9th, 2020

Fee Arrangement: Lump Sum - \$9,500 to be paid in full prior to release of conceptual drawings and renderings. Fee does not include reimbursable expenses.

Special Conditions: Services do not include exhaustive code review, architectural, structural, mechanical, electrical, plumbing, or civil engineering for the purposes of bidding or construction.

TERMS AND CONDITIONS

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Standard of Care:

Services provided by the Firm under this Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Fee:

Minimum \$300 Flat Fee for Professional Services; if Professional Services exceeds \$300, fees will be charged on an hourly basis, plus reimbursable expenses. Hourly Rates for the year 2020 are as follows:

Principal Engineer	\$150.00/Hour	Mileage:	\$0.60/Mile
Engineer:	\$110.00/Hour	Black & White Copies:	\$0.10/Each
Principal Architect	\$140.00/Hour	Color Copies:	\$0.55/Each
Architect-1	\$110.00/Hour	Other Reimbursable Expenses –	Actual cost
Interior Designer	\$100.00/Hour		
Assoc. Architect-3	\$105.00/Hour		
Assoc. Architect -2	\$90.00/Hour		
Assoc. Architect-1	\$80.00/Hour		
Intern Architect	\$60.00/Hour		
Engineer In Training:	\$60.00/Hour		
Executive Assistant	\$75.00/Hour		
Marketing Coordinator	\$60.00/Hour		

Billings/Payment:

Invoices for the Firm’s services shall be submitted at the Firm’s option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Firm. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney’s fees.

Indemnification:

The Client shall indemnify, hold harmless, and agrees to defend the Firm and all of its personnel from and against any and all claims damages, losses and expenses (including reasonable attorney’s fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client, including construction contractors, (except the Firm) or anyone whose acts any of them may be liable.

Limitation of Liability:

In recognition of the relative risks and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees to the fullest extent permitted by law, to limit the liability of the Firm and their subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney’s fees and costs and expert witness fees and costs, so that the total aggregate liability of the Firm and their subconsultants to all those named shall not exceed total fees for services rendered. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Termination of Services:

This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Should either party exercise their right of termination, the written notice shall set forth the nature of the other party’s breach. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination.

Ownership of Documents:

All documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Applicable Laws:

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Iowa.

Prepared by:

Eric E. Vermeer - President

Accepted by:

(Signature)

Eric E. Vermeer, President

(Printed Name/Title)

HAILA Architecture | Structure | Planning, Ltd.

(Firm)

Accepted by:

(Signature)

(Client)