City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Gerald L. Clausen, City Manager

FROM: Jack Wardell, Director of Parks & Recreation

DATE: May 19, 2016

SUBJECT: Memo to City Council – Professional Services Agreement – Carroll Trails Plan – Segments A & B and Main Street Connection – 2016

- Resolution

PROJECT DESCRIPTION:

This project will include the design and construction of approximately 5,800 lineal feet of 10' paved trail along North Grant Road starting at Fairview Elementary, then east along East 18th Street, crossing East 18th Street at Edgewood Drive, and then south along private property to Northeast Park. This route is shown in the Segment A & B of the Urban Trails Study. This project will also include an analysis of alternates to connect the Sauk Rail Trail to Main Street.

SCOPE OF SERVICES:

1. Data Collection / Base Map
2. Design Phase Services
3. Bidding Services
4. Construction Phase
5. Main Street Connection

CITY RESPONSIBILITIES:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.

2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.

3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.

4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code

including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

5. Shive-Hattery is not a municipal advisor as defined by the Dodd-Frank Act and as such does not offer municipal advisory services including advice regarding any municipal financial products or securities. Any advice or recommendations provided to the client is intended as architectural/engineering services and should not to be interpreted as advice regarding municipal financial products or services. The client understands they are responsible to retain the services of a registered municipal advisor for any advice it seeks regarding municipal financial products or securities.

SCHEDULE:

Services will be begin upon receipt of this agreement executed by the City of Carroll to serve notice to proceed.

COMPENSATION:

Trail Segment A (Approximately 0.6 miles)

Design Construction Documents	$36,000.00
Bid Phase	$ 3,000.00
Construction Phase	$38,000.00
Estimated Total for Segment A	$77,000.00

Trail Segment B (Approximately 0.5 miles)

Design Construction Documents	$30,000.00
Bid Phase	$ 3,000.00
Construction Phase	$30,000.00
Estimated Total for Segment A	$63,000.00

Estimated Total – Segments A & B Completed Separately **$144,000.00**

Estimated Total – Segments A $ B Completed As One Project **$126,000.00**

(If completed as one project, there is a 10% savings for the design, bidding and construction phases of Trail Segments A & B, reflected above.)

Main Street Connection **$4,800.00**

RECOMMENDATION: Mayor and City Council consideration and approval of the Professional Services Agreement for the Carroll Trail Design – Segments A & B for the estimated contract price $126,000.00 plus $4,800.00 for the Main Street Connection for a total contract price of $130,800.00.

RESOLUTION _____

RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE CONTRACT WITH SHIVE HATTERY, INC., FOR PROFESSIONAL SERVICES FOR THE CARROLL TRAIL DESIGN – SEGMENTS A & B - 2016 PROJECT

WHEREAS, a Professional Services Proposal for the Carroll Trail Design – Segments A & B – 2016 project will be prepared with Shive Hattery, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional services Proposal with Shive Hattery, Inc. for the Carroll Trail Design – Segments A & B – 2016 project is accepted.

BE IT RESOLVED that the Contract for Professional Services with Shive Hattery, Inc. for the Carroll Trail Design – Segments A & B – 2016 project is approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this ____ day of May, 2016.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

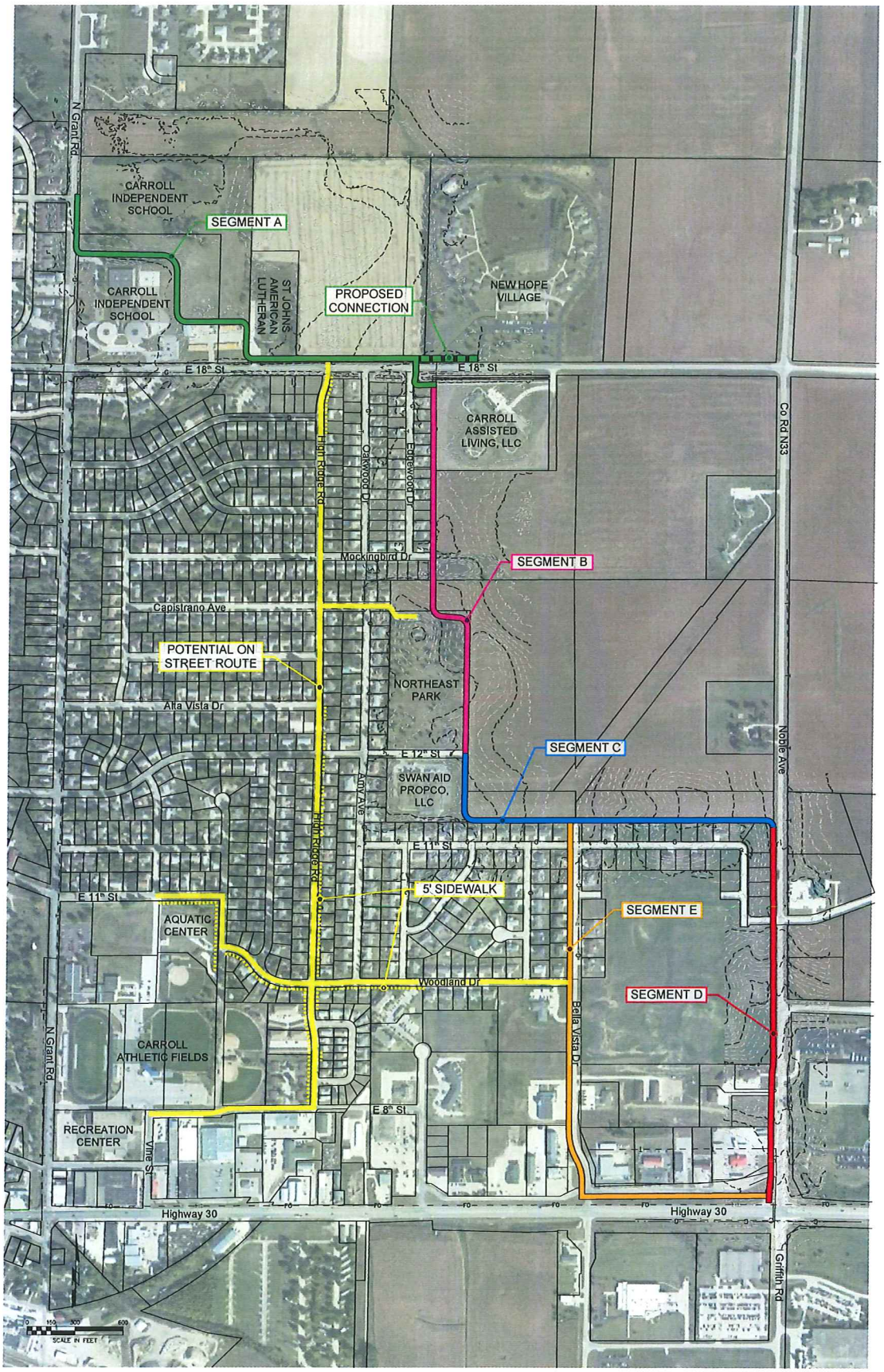
ATTEST:

By: _____
Laura A. Schaefer, City Clerk

City Of Carroll

PROPOSED TRAIL SEGMENTS

SHIVEHATTERY
ARCHITECTURE + ENGINEERING



05/13/2016

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

ATTN: Jack Wardell
CLIENT: City of Carroll, IA
112 E 5th Street
Carroll, IA 51401-2799

PROJECT: Carroll Trail Design - Segments A & B

PROJECT LOCATION: Carroll, IA

DATE OF AGREEMENT: March 30, 2016

PROJECT DESCRIPTION

This project will include the design and construction of approximately 5800 lineal feet of 10' paved trail along North Grant Road starting at Fairview Elementary, then east along East 18th Street, crossing East 18th Street at Edgewood Drive, and then south along private property to Northeast Park. This route is identified as Segments A and B of the Urban Trail Study. Project will also include an analysis of alternates to connect the Sauk Rail Trail to Main Street.

SCOPE OF SERVICES

We will provide the following services for the project:

Land Surveying, Civil Engineering, and Construction Administration

These services will consist of the following tasks:

1. Data Collection/Base Map
   A. Field review of existing conditions along proposed alignment.
      1) Obtain detailed topographic survey along the proposed route and confirm right of way location.
      2) Develop base map from topographic survey information. Review any available underground utility information and add to base map.
2. Design Phase Services
   A. Kickoff Meeting with Owner.
   B. The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed trail improvements, grading, drainage, paving, utility relocation and other features of the project. Additionally, the following tasks will be completed during this phase:
      1) Drainage Analysis;
      2) Detailed Sequence of Construction;
      3) The Consultant will contact and conduct meetings to coordinate with individual utility companies and address specific conflicts. Packages of plans will be sent to the companies to inform them of the improvements and should their utility need relocating, the best location.
      4) Development of Temporary and Permanent Easement plats, including determination of ownership, for all parcels requiring an easement to accommodate the trail construction;
      5) Preparation of a Preliminary Opinion of Probable Cost;
      6) Quality Control Review of Plans and Opinion of Probable Cost;

Shive-Hattery | 4125 Westown Parkway | Suite 100 | West Des Moines, IA 50266 | 515.223.8104 | fax 515.223.0622 | shive-hattery.com

7) Submission of Preliminary Design Documents for Owner review.

C. Plan sheets to be prepared include:
   1) Cover Sheet with Index of Sheets and Location Map;
   2) Typical Sections;
   3) Summary of Quantities, Estimate Reference information, and Design Tabulations;
   4) Storm Water Pollution Prevention Plan;
   5) Trail Plan and Profiles (includes drainage improvements);
   6) Survey Control;
   7) Traffic Control Sequencing Plan;
   8) Accessible Curb Ramp Design;
   9) Trail Cross Sections;
   10) Signing and Striping Details.

D. Following the review and approval of the preliminary design, the Consultant shall proceed with Final Design and further develop the design plans and specifications. Tasks in this phase of design include:
   1) Preparation of Supplemental Specifications, if needed;
   2) Preparation of Final Opinion of Probable Cost;
   3) Preparation of National Pollutant Discharge Elimination System (NPDES) Permit;
   4) Revise plans and documents per City of Carroll's comments on Preliminary Plans;
   5) Submission of Final Plans to the City of Carroll.

3. Bidding Services
   A. The following tasks will be completed during this phase:
      1) Advertise and solicit bids; issue and manage construction document distribution.
      2) Provide plan clarifications and answer questions during bid period.
      3) Facilitate the bid opening.
      4) Prepare bid tabulations and make recommendation to City Council for award of project.
4. Construction Phase Services
   A. Prepare and distribute construction documents and Notice to Proceed.
   B. Review form of contract, bonds, and insurance.
   C. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
   D. Make visits to the project site at appropriate stages of construction as Project Engineer/Manager deems necessary.
   E. Review Contractor's payment applications and provide recommendation to Owner for payment.
   F. Negotiate and prepare Change Orders (if necessary).
   G. Review and approve shop drawings and samples.
   H. Coordinate construction testing as required by specifications.
   I. Facilitate and participate in periodic construction progress meetings.
   J. Provide final review of work to determine if work has been completed satisfactorily with City representative and Contractor Superintendent. Prepare punchlist as needed.
   K. Review final payment application and provide recommendation for final acceptance.
   L. Provide record drawings.
5. Main Street Connection
   A. Includes conceptual development for up to three alternates to connect to Main Street from the Sauk Rail Trail. Approximate alternate routes are:
      1) Removal and replacement of the existing sidewalk along Main Street with a 10' wide trail pavement and then the use of on-street sharrows/signage to downtown.
      2) Removal and replacement of existing sidewalks along Whitney and 3rd streets to Main Street.
      3) Removal and replacement of existing sidewalks along Whitney, 3rd and Carroll streets.

B. Cost estimates will be developed for each alternative to aid in the consideration and comparison of the alternates.
C. Attendance at meetings, additional exhibits, and design of chosen alternative(s) are available as requested, but will be considered additional services.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Shive-Hattery is not a municipal advisor as defined by the Dodd-Frank Act and as such does not offer municipal advisory services including advice regarding any municipal financial products or securities. Any advice or recommendations provided to the client is intended as architectural/engineering services and should not to be interpreted as advice regarding municipal financial products or services. The client understands they are responsible to retain the services of a registered municipal advisor for any advice it seeks regarding municipal financial products or securities.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Trail Segment A (Approx. 0.6 miles)				
Design/Construction Documents	Hourly w/Max	$36,000	Included	$36,000
Bid Phase	Hourly w/Max	$3,000	Included	$3,000
Construction Phase	Hourly w/Max	$38,000	Included	$38,000
Estimated Total For Segment A		$77,000	Included	**$77,000**

Trail Segment B (Approx. 0.5 miles)				
Design/Construction Documents	Hourly w/Max	$30,000	Included	$30,000
Bid Phase	Hourly w/Max	$3,000	Included	$3,000
Construction Phase	Hourly w/Max	$30,000	Included	$30,000
Estimated Total For Segment B		$63,000	Included	**$63,000**

ESTIMATED TOTAL FOR SEGMENTS A & B IF COMPLETED SEPARATELY **$144,000**

ESTIMATED TOTAL FOR SEGMENTS A & B IF COMPLETED AS ONE PROJECT **$126,000**

(If completed as one project, there is a 10% savings for the design, bidding and construction phases of Trail Segments A & B, reflected above.)

Main Street Connection	Hourly w/Max	$4,800	Included	**$4,800**

Fee Types:

- Hourly w/Max - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the estimated amounts above without your prior authorization.

Expenses:

- Included – Expenses have been included in the Fee amount.

See attached Standard Hourly Fee Schedule and Material Testing and Laboratory Fee Schedule.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Engineering services other than those listed in the Scope of Services
2. Attend additional meetings beyond those listed in the Scope of Services
3. Design of trail segments beyond those identified in the Project Description
4. Bridge or stream crossing design
5. United States Army Corps of Engineers or Iowa Department of Natural Resources permitting, unless stated otherwise in the Scope of Services
6. Prepare design plans, bid items and specifications in Iowa Department of Transportation (DOT) format and/or coordination with for an Iowa DOT bid letting
7. Soil Borings, Pavement Cores and Subgrade Review

8. Environmental Review: Wetlands, Threatened and Endangered Species, Cultural Resources
9. Preparation of Environmental Documentation CE/EA/EIS
10. Right of Way or Easement Acquisition Services
11. Phase I Cultural Resource Survey
12. Lighting Design
13. Signal Design and Timing
14. Streetscape Design
15. Subsurface Utility Investigations
16. Contaminated Soils Investigations
17. Construction Staking

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery July 2013

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs , in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars ($50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents,, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs , expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable

Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.

Jenifer Bates, Project Manager
jbates@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Carroll, IA

BY:_____ **TITLE:**_____
(signature)

PRINTED NAME:_____**DATE ACCEPTED:**_____

CC: Michael L. Anthony

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

STANDARD HOURLY FEES SCHEDULE
Effective January 1, 2016 to December 31, 2016

PROFESSIONAL STAFF:	
Grade 1	$ 82.00
Grade 2	$ 98.00
Grade 3	$110.00
Grade 4	$124.00
Grade 5	$135.00
Grade 6	$147.00
Grade 7	$161.00
Grade 8	$176.00
Grade 9	$195.00
TECHNICAL STAFF:	
Grade 1	$ 57.00
Grade 2	$ 70.00
Grade 3	$ 78.00
Grade 4	$ 87.00
Grade 5	$ 97.00
Grade 6	$110.00
Grade 7	$123.00
ADMIN STAFF:	$ 57.00
SURVEY STAFF:	
One Person	$ 114.00
Two Person	$ 175.00
Scanning Surveyor	$ 135.00