City of Carroll

627 N. Adams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MGP-W

FROM: Jack Wardell, Director of Parks and Recreation JW

DATE: March 3, 2021

SUBJECT: Memo to City Council – Professional Services Agreement – Northeast Park – Parking and Sidewalk Improvements Project – 2021

- Professional Services Agreement
- Resolution

Last year the Miracle Baseball Field was constructed and looks great. Once weather allows construction will continue with fencing around the field and the dugouts will be completed. Their goal is to complete the ADA restrooms, concessions and covered area for picnic tables and chairs by late summer/early fall with games on the field this fall.

Staff has met with Miracle Field group and their request has been for the City to construct a parking lot to sufficiently accommodate the parking needs for the games as well as others using any of the other great features the park has to offer.

The City has requested a Professional Service Agreement from Shive-Hattery, Inc. to construct a parking lot, stormwater detention basin and sidewalk access to the Miracle Field. Shive-Hattery will also provide civil engineering and landscape architecture design services for the Miracle Field layout, rough grading, and stormwater/detention improvements. Shive-Hattery work will begin immediately once this agreement is approved.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Limited Topographic Survey	Fixed Fee	$ 2,750.00	Included	$ 2,750.00
Preliminary Design Phase Services	Fixed Fee	$ 3,700.00	Included	$ 3,700.00
Civil/Site Design	Fixed Fee	$13,350.00	Included	$13,350.00
Construction Phase Services	Hourly w/a Max	$ 5,000.00	Included	$ 5,000.00
Total		$24,800.00	Included	**$24,800.00**

Cost Estimate

Shive-Hattery developed a cost opinion for the parking lot as part of their work on the Northeast Park master plan. In July 2018 it was estimated that the parking lot would cost $340,715. This estimate includes the parking lot, surrounding sidewalks, needed drainage work, design fees, and contingency. By adding 5% of inflation per year for three years, this project would now cost $394,420.

Funding

There is currently $50,000 budgeted in L.O.S.T. funds for the Miracle Field. No additional funds are currently included in the budget for this project. Staff could review current capital items in the Parks and Recreation budget and eliminate or push back other projects to make additional funding available for this project. Likely additional funding will still be needed. This funding could possibly include up to $75,000 in Hotel/Motel funds with the remainder out of L.O.S.T funds.

RECOMMENDATION: For the Mayor and City Council consideration and approval of the Professional Services Agreement with Shive-Hattery for the Northeast Park Parking and Sidewalk Improvements Project - 2021 for the Total Compensation Fee of $24,800.00.

RESOLUTION _____

RESOLUTION ACCEPTING AND APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH SHIVE-HATTERY, INC. FOR NORTHEAST PARK PARKING AND SIDEWALK IMPROVEMENTS PROJECT – 2021

WHEREAS, the City of Carroll is desirous of completing the Northeast Park Parking and Sidewalk Improvements project; and,

WHEREAS, Professional Services Agreement with Shive-Hattery has been prepared to further define required professional services.

NOW, THEREFORE, BE IT RESOLVED that the Professional Services Agreement with Shive-Hattery for the Northeast Park Parking and Sidewalk Improvements Project – 2021 is approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this 8th day of March 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

ATTN: Jack Wardell
CLIENT: City of Carroll, IA
627 N. Adams St
Carroll, IA 51401

PROJECT: City of Carroll - NE Park - Parking and Sidewalk Improvements

PROJECT LOCATION: Carroll, IA

DATE OF AGREEMENT: February 24, 2021

PROJECT DESCRIPTION

The project purpose is to construct a parking lot, stormwater detention basin, and sidewalk access to the recently constructed Miracle Field located at the NE Park in Carroll, IA. Provide civil engineering and landscape architecture design services for phase 1 of the Miracle Field including field layout, rough grading, and stormwater/detention improvements.

SCOPE OF SERVICES

We will provide the following services for the project:

Land Surveying, Civil Engineering, and Landscape Architecture

These services will consist of the following tasks:

Limited Topographic Survey

1. Provide a limited topographic survey of the recently constructed Miracle Field and adjacent project area. Field survey data may be supplemented with existing record documents and previously completed survey data. The survey will create a single electronic base drawing showing existing topographic information and site features as follows:
   a. Contours at one-foot intervals; error shall not exceed one-half contour interval.

Preliminary Design Phase Services

1. Develop up to two (2) layout concepts for the proposed site improvements.
2. Review concepts with the owner to discuss the scope of proposed improvements and to determine the owner's preferred layout preference.
3. Update preferred concept one (1) time based on Owner's review comments.
4. Attend up to (1) meeting with the City and Owner's Representatives to discuss the proposed project prior to moving into the next phase of construction documents.
5. Provide preliminary information on rough building sizing and restroom/fixture counts of future restroom facility to accommodate proposed Miracle Field facility.
6. Develop preliminary cost of opinion based on the Owner's preferred site concept.

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

Civil/Site Design

1. Prepare construction documents in accordance with the Iowa Statewide Urban Design and Specification standards (SUDAS). Construction documents to include the following sheets:
    a. Existing Conditions and Site Demolition Plan identifying existing site features that will be required to be removed to accommodate the associated improvements.
    b. Site Layout Plan illustrating proposed physical features such as parking lot, sidewalks, and existing adjacent Miracle Field location.
    c. Grading Plan illustrating 1' contour intervals to communicate proposed grading of proposed improvements including spot elevation labels.
        i. The grading plan will identify the location and finished floor elevation for the restroom/concession building, which is being designed and built by others.
    d. Utility Plan illustrating layout of major site utilities which are expected to include storm sewer. Pipe size, pipe materials, structure locations and types will be provided. We are assuming that storm sewers will be able to be discharged at the property line and offsite drainage improvements will not be required.
    e. Prepare a Storm Water Management Plan (SWMP) and submit to the City for review. The SWMP will summarize the proposed drainage and detention pond, if required, as well as summarize proposed storm sewer piping design and capacities. We have assumed an above ground detention basin will be utilized for this project.
        i. Additional services may be required if the site requires the use of an alternative detention method such as underground storage or offsite drainage improvements.
    f. Construction details representing the improvements being proposed. References will be made to standard construction details as much as possible.
    g. Technical Specifications for site work are assumed to follow and will reference the Iowa Statewide Urban Design and Specifications (SUDAS). Any deviations from this will be specified on the plans.
    h. Assist in submittal of site drawings to City of Carroll and respond to City of Carroll Engineering/Planning comments made during initial plan review.
    i. Provide PDF copies of construction documents for printing and distribution by the Owner. (Any required printing expense shall be by Owner).
2. Update and provide cost of opinion based on the construction documents.

Construction Phase Services

1. Answer a reasonable amount of Contractor questions during the bidding and construction phase of the project.
2. Perform on-site construction observation to observe and report on work-in-progress. This proposal is based up to three (3) site visits. This includes a post-construction review of the work and generating a written punchlist of items requiring attention.
    a. If additional site visits are required, an agreed upon cost can be utilized at a per visit rate.
3. Assist with reviewing and responding to Change Orders, Supplemental Instructions, and Requests for Information.
4. Assist Owner with resolution of field conflicts and revise plans to reflect any required changes.
5. Prepare closeout documents upon completion of construction and assist in obtaining executed documents to conclude the work.

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.

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
Limited Topographic Survey	Fixed Fee	$2,750	Included	$2,750
Preliminary Design Phase Services	Fixed Fee	$3,700	Included	$3,700
Civil/Site Design	Fixed Fee	$13,350	Included	$13,350
Construction Phase Services	Hourly w/ a Max	$5,000	Included	$5,000
TOTAL		$24,800	Included	**$24,800**

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount. For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

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

ADDITIONAL SERVICES

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. Rezoning or variance requests.
2. Geotechnical Engineering services.
3. Survey services including boundary, plats, easement exhibits, or additional topographic survey
4. Exhibits/legal description to vacate, add, or relocate existing roadways, utilities, easements, etc.
5. Preparation of addition site layout concepts other than those previously noted.
6. Site lighting design and/or photometrics plan.
7. 3D Modeling, visualization, or perspective renderings.
8. Third party review and/or permitting fees.
9. Stormwater quality design.
10. Private utility locates or construction staking services. These services are anticipated to be completed by the Contractor.
11. Landscaping and Planting design.
12. Development of an Erosion Control Plan, Stormwater Pollution Prevention Plan (SWPPP) and NPDES General Permit #2 with the Iowa DNR.
13. Attendance at City meetings or other meetings beyond those listed above.
14. Design of any components beyond those listed above.
15. Drawing revisions due to Owner's or Contractor's scope changes may require additional compensation.
16. Additional bidding and construction phase services beyond those listed above.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery June 2020

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "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 two hundred fifty thousand dollars ($250,000), 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 negligent 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 client's negligent 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.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

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 unless the invoices are disputed by the Client. 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 other 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 or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code 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; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (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 CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs 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. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

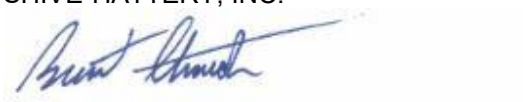
ACCEPTANCE
Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, 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.



Brent Strauch, Civil Engineer-Project Manager
bstrauch@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Carroll, IA

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

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

CC: Craig Erickson
Garret Munch

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Plotted: 7/18/2018 3:18:57 PM

C100

MASTER PLAN
CONCEPT

DRAWN:	GJM
APPROVED:	CBE
ISSUED FOR:	RFP
DATE:	07/18/2018
PROJECT NO:	4182090
FIELD BOOK:	—
CLIENT NO:	—

PRELIMINARY
- NOT FOR
CONSTRUCTION

CARROLL NORTHEAST
PARK

CITY OF CARROLL

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | www.shive-hattery.com
Iowa | Illinois | Indiana