City of Carroll

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

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

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: October 20, 2021

SUBJECT: Adams Street Reconstruction
Agreement for Engineering Services

Proposals to provide Engineering Services for the Adams Street Reconstruction project development have been requested, received and reviewed. The project includes reconstruction of Adams Street from U.S. 30 to 13th Street. The following firms were invited to submit proposals.

JEO Consulting Group, Inc.
McClure Engineering Company

Both firms are qualified to provide the services necessary to successfully complete the project development.

Proposal evaluation based on firm and individual qualifications, experience, scope of services and schedule resulted in McClure Engineering Company having a slight advantage.

The fees included with the McClure Engineering Company Proposal are as follows:

Project Management	$31,300.00	Lump Sum
Project Coordination	$14,440.00	Lump Sum
Project Survey	$43,000.00	Lump Sum
Geotechnical Engineering	$16,830.00	Lump Sum
Project Televising	$5,890.00	Lump Sum
Project Design	$83,150.00	Lump Sum
Special Assessments	$13,200.00	Lump Sum
Bidding Services	$5,880.00	Lump Sum
Construction Administration	$14,840.00	Hourly (NTE)
Total Project Fee	$228,530.00	

The preliminary Project Schedule included in the McClure Engineering Company Proposal is summarized as follows:

Agreement	October 25, 2021
Survey, Design, Coordination	February 4, 2022
Bid Letting	February 22, 2022
Construction	April – November, 2022

A copy of the proposed Agreement for Engineering Services is attached.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement for Engineering Services with McClure Engineering Company for the Adams Street Reconstruction project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT FOR ENGINEERING SERVICES WITH MCCLURE ENGINEERING COMPANY FOR THE ADAMS STREET RECONSTRUCTION PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that contracts made by the City be approved by the City Council; and,

WHEREAS, an Agreement for Engineering Services for the development of the Adams Street Reconstruction project has been prepared with McClure Engineering Company; and,

WHEREAS, the City Council has determined that the Agreement for Engineering Services is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Agreement for Engineering Services with McClure Engineering Company for the Adams Street Reconstruction project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 25th day of October, 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Project No.: 0000211181-000
Project Name: City of Carroll Adams Street Reconstruction
Project Manager: Cody Forch, PE

Agreement for Engineering Services

This Agreement, is made on the 25th day of October, 2021, by and between *McClure Engineering Company, of* Carroll, Iowa, (herein referred to as "ENGINEER") and the *City of Carroll, Iowa* (hereinafter referred to as "OWNER"). The ENGINEER will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'A'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'A', for the Project described as:

Adams Street Reconstruction
U.S. 30 to 13th Street
City of Carroll, Iowa

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'B' in a timely manner so as not to delay the services provided by the ENGINEER.

2. Payment to the ENGINEER shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.

3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving (7) days written notice to the OWNER, suspend services under this agreement.

4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON PAGE 2 OF THIS AGREEMENT.

5. This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The ENGINEER will adjust the schedule and compensation under this agreement to the extent that ENGINEER's schedule and compensation are equitably adjusted by the OWNER.

   Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

7. The amount of the ENGINEER's compensation is $228,530.00. The contract type is Lumpsum.

		Included	Not Included
Exhibit 'A'	Scope of Services	☒	☐
Exhibit 'B'	OWNERS's Responsibilities	☒	☐
Exhibit 'C'	Title VI/Non-Discrimination Assurances	☒	☐
Exhibit 'D'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☐	☒

OWNER: City of Carroll, Iowa

By: _____

Title: Mayor

ENGINEER: McClure Engineering Company

Signed: Cody Forch

Title: Team Leader

McCLURE ENGINEERING COMPANY
STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The **Engineer** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Engineer.**

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **Engineer's** work by the **Owner**, the **Engineer** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Engineer** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All documents are instruments of service, and **Engineer** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Engineer**) whether or not the Project is completed.

Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Engineer** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Engineer** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Engineer**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Engineer**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Engineer**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Engineer** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **Owner** shall indemnify and hold harmless **Engineer** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Engineer**; and (4) such limited license to **Owner** shall not create any rights in third parties.

If **Engineer** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Engineer** at rates or in an amount agreed upon by **Owner** and **Engineer.**

OPINIONS OF PROBABLE COSTS: **Engineer's** opinions (if any) of probable construction costs are to be made on the basis of **Engineer's** experience, qualifications, and general familiarity with the construction industry. However, because **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Engineer** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by **Engineer.** If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent cost estimate.

BETTERMENT: If a required item or component of the **Owner's** project should be omitted from **Engineer's** construction documents, **Engineer** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the **Owner's** project.

SHOP DRAWING REVIEW: If, as part of this Agreement **Engineer** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, 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. **Engineer** shall not be responsible for any deviations from the contract documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. **Engineer** shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall **Engineer** have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. **Engineer** shall not be responsible for the acts or omissions of any contractor.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

Engineer shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Engineer** or its consultants.

Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Engineer** is not retained for construction observation and/or on-site resident observation services, **Engineer** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, and professional services. **Owner** waives all claims against the **Engineer** that may be connected in any way to construction phase administrative, engineering, or professional services.

SUBSURFACE CONDITIONS: The **Engineer** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Engineer**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

The **Engineer** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Engineer** shall be held harmless from issues arising out of these unseen subsurface conditions.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than $200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: 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 the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Engineer** in the event the Project is permanently abandoned.

Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **Engineer** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services.

In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

INDEMNIFICATION: To the fullest extent permitted by law, Engineer and the Owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and the Owner, they shall be borne by each party in proportion to its negligence.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

WAIVERS: The **Owner** and the **Engineer** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Engineer** each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The **Owner** and **Engineer**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer.**

Project No.: 0000211181-000
Project Name: City of Carroll Adams Street Reconstruction
Project Manager: Cody Forch, PE

Exhibit A: Scope of Services

Consultant's Scope of Services is described as follows: Project Management and Coordination, Project Survey Design, and Construction Administration and Inspection to complete the Adams Street Reconstruction Project from U.S. 30 to 13th Street. Exact project limits will be defined during preliminary engineering following assessments of the existing utilities and pavement, but the below scope of work assumes the intersection of U.S. 30 is excluded. The project will include partial to complete reconstruction/rehabilitation of city utilities within the project limits including, but not limited to, sanitary sewer mains and manhole structures, storm sewer mains and intake structures, water mains, valves and hydrants, and complete removal and replacement of pavement/sidewalks.

The following is a description of the Consultant's work tasks.

PHASE 1 – PROJECT MANAGEMENT AND COORDINATION

Task 1A: Project Management

The Consultant shall work closely and coordinate with the City of Carroll, Iowa Department of Transportation, Carroll Community School District, regulatory agencies, sub-consultants, and impacted businesses and property to maintain an efficient and coordinated project development process. The Project Management task item includes the following tasks:

- General administrative duties including preparation of invoices, maintaining and updating the project design schedule, record keeping, and file management.
- Prepare monthly progress reports including a summary of work completed, upcoming project tasks, budget notifications, and any needed city input.
- Submit 30%, 60%, 90%, and final plans to the City of Carroll.
- Coordinate, as necessary, to submit for and obtain all necessary permits through regulatory agencies including, but not limited to, the Iowa Department of Natural Resources and Iowa Department of Transportation. Permit fees to be paid by the City of Carroll.
- Complete internal Quality Control/Quality Assurance reviews for all deliverables and sub-consultant submittals.

Task 1B: Project Coordination

The Consultant shall coordinate the project with the impacted neighborhoods, businesses, public agencies, and other stakeholders. The Project Coordination task item includes the following tasks:

- Facilitate a project kickoff meeting and field walk-thru with city staff to review existing conditions.
- Coordinate and attend progress meetings to discuss current project issues and obtain design feedback from city staff. Three (3) meetings are included: review of 30%, 60%, and 90% plans. Draft and final meeting minutes will be provided post-meeting.
- Perform utility coordination with private utility franchises located within the project limits. This will include preliminary coordination letters to confirm utility locations and contact information, final coordination letters to provide final design documents, and one (1) utility coordination meeting to comply with Iowa Code.

- Host/attend public meetings. Two (2) informational, open-house style meetings will be held prior to bid letting. The Consultant will prepare a presentation and handout materials to assist in guiding discussions.

PHASE 2 – DATA COLLECTION AND CONCEPTUAL DESIGN

Task 2A: Project Survey

The Consultant shall conduct all necessary surveys of the project area right-of-way and areas to be impacted by construction activities to field verify and document conditions. The Project Survey task item includes the following tasks:

- Establish horizontal and vertical survey control points.
- Research of existing property lines and public right-of-way.
- Locate existing section corners and preserve locations with reference ties.
- Coordinate the One Call design locate request. Obtain existing utility maps from utility companies.
- Obtain and review existing utility maps from City GIS.
- Survey and locate all topographic features within the project corridor extending from building face to building face, terminus intersections, and 50-feet along sideroads.
- CAD drafting of existing conditions survey.
- Take photographs of project area to document pre-construction conditions.

Task 2B: Geotechnical Engineering

The Consultant shall conduct all necessary soil and pavement borings for the project and perform Geotechnical Engineering services. The Geotechnical Engineering task item includes the following tasks:

- The Consultant will perform six (6) soil borings to depths of 15 feet below existing grade. The Consultant will patch sample locations at the completion of work.
- The Consultant will locate public utilities through the Iowa One Call Service in advance of borings.
- The Consultant will review field data and assign various laboratory tests, which are anticipated to consist of:
    - Water Content
    - Atterberg Limits
    - Dry Unit Weight
    - Grain size distribution (sieve analyses)
    - Standard Proctor
- A geotechnical data report that will include boring logs with field and laboratory data, soil profile fence diagram, stratification based on visual soil description, groundwater levels observed during, shortly after, and approximately 1 day after drilling, and spreadsheet with laboratory results and soil classification (USCS).
- Geotechnical analyses and recommendations provided for soil treatments and pavement design thickness, both flexible and Portland Cement Concrete, will be provided on construction plans. Plans will include plan and profile sheet(s) showing available geotechnical information and construction notes.

Task 2C: Project Televising

The Consultant shall perform utility televising services for the existing sanitary sewers and manholes, sanitary sewer services lines, and storm sewer within the project limits. The Project Televising task item includes the following tasks:

- Mobilization and video of the sewer.
- Video will include up to 2,400 linear feet of sanitary sewer and 1,540 linear feet of storm sewer. Additional video shall be approved by the City and paid for via agreement amendment.
- A written report and video of the findings will be delivered to the City.

Task 2D: Project Design

The Consultant shall develop schematic design concepts and plans following the City's project development process. All plans and specifications will conform to SUDAS, and current Carroll supplement to SUDAS requirements. The design shall evaluate and integrate potential cost saving solutions into the project. The Project Design task shall be divided into a Preliminary Design Stage and Final Design Stage. The Project Design task item includes the following tasks:

Preliminary Design

- Research and identify environmental or permitting factors which would impact the scope or schedule of the project (i.e. LUST sites, tree clearing, etc.).
- Assess need for replacement vs. rehabilitation of the existing public utility within the project corridor.
- Initial layout of design elements including horizontal and vertical alignments, roadway and intersection geometrics, driveway geometrics, accessible pedestrian curb ramps and sidewalk, preliminary public utility layout (sanitary sewer, storm sewer, and water main).
- Preliminary project staging and traffic control plan development.
- Prepare a Preliminary Plan submittal for City review and comment:
    - ✓ Preliminary plans
        - o A Sheets – Title Sheet (30%/60%)
        - o B Sheets – Typical Cross Sections and Details (30%/60%)
        - o D Sheets – Mainline Plan and Profile Sheets (30%), including ground line intercept (60%)
        - o E Sheets – Side Road Plan and Profile Sheets (30%), including ground line intercept (60%)
        - o M Sheets – Buried Pipe Sheets (30%/60%)
        - o W Sheets – Mainline Cross Sections (every 25') (60%)
    - ✓ Outline specifications
    - ✓ Engineer's Opinion of Construction Cost (30%/60%)
    - ✓ Preliminary drainage and project design criteria reports
- It is assumed construction activities will not impact private property, thus preparation of zero (0) temporary easements and zero (0) permanent acquisition plats, legal descriptions, and/or exhibits are anticipated. If the City determines acquisition plats or legal descriptions are necessary, then the Consultant shall prepare these at a negotiated cost.

Final Design

- Following collection of internal QA/QC, City review comments, and utility/public coordination input, McClure will prepare 90% and final plans. Sheets developed at 30%/60% will be further developed and the following sheets added:
    - ✓ Check Plans and Final Plans
        - o C Sheets – Quantities and General Information

        - G Sheets – Survey Sheets
        - J Sheets – Traffic Control and Staging Sheets
        - L Sheets – Geometric, Staking, and Jointing Sheets
        - Q Sheets – Soils Sheets
        - R Sheets – Erosion and Sediment Control (SWPPP)
        - S Sheets – Sidewalk Sheets
        - U Sheets – Design Details, Modified Standards, and Detail Sheets, as needed.
    - ✓ Special Provisions and technical specifications, as needed.
    - ✓ Engineer's Opinion of Construction Cost
- Complete a final drainage study report (high-level), to verify:
    - ✓ Site characteristics
        - Pre-developed conditions
        - Post-developed conditions
        - Contributing off-site drainage
    - ✓ Post-development runoff analysis
    - ✓ Stormwater conveyance design
        - Storm sewer hydraulic grade line graphically displayed on storm sewer plan and profile sheets
        - Tables of storm sewer intake and pipe design data
        - Street spread for intakes at design year and 100-year events
- Deliver all electronic files to the City that were used in the project.

Task 2E: Special Assessment

- Prepare preliminary and final special assessment plats and schedules.

PHASE 3 – BIDDING AND CONSTRUCTION SERVICES

Task 3A: Bidding Services

This task includes services necessary to assist the City with the following tasks:

- Furnish plans and contract documents to the City and provide copies to prospective bidders directly or through digital plan service.
- Respond to questions from contractors, subcontractors, and suppliers.
- Furnish necessary addenda as identified through the bidding process and prepare revision sheets, as necessary.
- Attend bid opening and confirm bid prices as tabulated by the City. Confirm bid prices and provide a recommendation of award to the City.

Task 3B: Construction Services

This task includes minimal post-letting activities necessary to accent City staff with various tasks throughout the process. The Construction Services task item includes the following tasks:

- Attend preconstruction and monthly construction progress meetings.
- Assist City with review and approval of contractor shop drawings.
- Answer questions and clarify issues between plans and field conditions. On-site review and/or preparation of revised drawings is included.
- Incorporate Public Relations Campaign items as deemed necessary by the City during scoping process.

- Prepare weekly progress updates/communication for local businesses and residences as construction proceeds. Progress updates to include work recently completed, upcoming construction tasks, and updated construction schedule.
- Participate in preparation of a project Punch List, including a final project walk-thru.

Items not included with this scope:

- Pavement cores.
- Utility verification test holes.
- Grant administration.
- Preparation and/or review of environmental studies including wetlands or cultural studies.
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- Any permit and publication fees associated with permit applications.
- Other permits not indicated within the scope.
- Additional engineering for retaining wall design beyond minimum heights per SUDAS details for landscaping retaining walls and combined retaining wall/sidewalk.
- Special meetings and meetings not outlined in the Scope of Services.
- Material Testing Services.
- Sewer pipe cleaning and HydroVac.
- Boundary retracement of existing lots to set missing monuments.
- Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, warranty deeds, and condemnation support.
- Project management and coordination tasks beyond the scheduled project completion period.
- Additional borings, additional depth of borings, and additional Geotechnical Engineering design beyond specified in the Scope of Services.
- Preparation of bidding or contract documents for alternate bid prices.
- Design changes or requests not deemed as a design error by the Consultant after the 90% plan submittal.
- Construction Administrative Services not specifically mentioned above, including but not limited to:
    - Preparing monthly pay estimates.
    - Preparing change orders including justifications and recommendations.
    - Monthly progress meetings and bi-weekly site visits
    - Additional site visits not outlined in the Scope of Services.
    - Progress updates and communication with residents during the construction period.
    - Coordinating and performing soil testing.
    - Preparing revision sheets, if necessary.
    - Final on-site meeting, punch list preparation and review.
    - Other Construction Administrative tasked beyond that as outlined in the Scope of Services.
- Resident Project Representation services, including but not limited to:
    - Reviewing contractor's work for general compliance with plans and specifications.
    - Complete daily construction observation reports.
    - Review delivered materials for compliance.
    - Compile records and prepare record drawings.
    - Observe punch list items are completed.
- Construction Staking Services.
- Other services not specially outlined in this Scope of Services.

PROJECT SCHEDULE

The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with the Owner.

- Notice to Proceed – October 25, 2021
- Project Kickoff Meeting – November 8, 2021
- 30% Design Meeting – November 30, 2021
- Public Information Meeting #1 – December 7, 2021
- 60% Design Meeting – December 28, 2021
- Utility Coordination Meeting – January 4, 2022
- 90% Design Meeting – January 25, 2022
- Public Information Meeting #2 – February 1, 2022
- Final Plans & Specifications – February 4, 2022
- Bid Letting – February 22, 2022
- Construction services – As construction proceeds 2022

FEE SCHEDULE

Phase 1: Project Management and Coordination

☒ 1A. Project Management.....Lump Sum.....$31,300.00

☒ 1B. Project Coordination.....Lump Sum.....$14,440.00

Phase 2: Project Survey and Design

☒ 2A. Project Survey.....Lump Sum.....$43,000.00

☒ 2B. Geotechnical Engineering.....Lump Sum.....$16,830.00

☒ 2C. Project Televising.....Lump Sum.....$5,890.00

☒ 2D. Project Design.....Lump Sum.....$83,150.00

☒ 2E. Special Assessments.....Lump Sum.....$13,200.00

Phase 3: Bidding and Construction Services

☒ 3A. Bidding Services.....Lump Sum.....$5,880.00

☒ 3B. Construction Administration.....Lump Sum.....$14,840.00

Total Project Fee.....$228,530.00

Exhibit B: OWNER's Responsibilities

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

1. Designate in writing a person to act, as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the Project.

2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.

3. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4. Arrange for access to make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.

8. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect or non-conformance in the work of any Contractor.

9. Arrange for financing and pay for services as agreed to in this Agreement.

Exhibit C

Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CRF Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal High Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit C

Title VI/Non-Discrimination Assurances

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - - 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).