

**Professional Services Agreement**  
for  
**Sidewalk Surveying and Design Services**  
for  
**Creating Connections: Establishing Safe Routes to Schools**  
in  
**West Branch, Iowa**

This is an **AGREEMENT**, made as of the fifth (5th) day of December in the year 2011;

by and **BETWEEN** the City of West Branch, Iowa, identified as the **Owner**;  
City of West Branch  
111 North Poplar Street  
P.O. Box 218  
West Branch, IA 52358

and the **Consultant** ;  
Ament, Inc.  
625 32nd Avenue SW  
Cedar Rapids, IA 52404

for the following Project:

The **Owner** has decided to construct sidewalks in the following locations:

- College Street Sidewalk and Bridge – Construction of approximately 500 feet of sidewalk along College Street and installation of pre-fabricated bridge over Wapsinonoc Creek;
- Greenview Connection – Construction of approximately 450 feet of 10-foot wide, multi-use path between two neighborhoods in the northwest corner of the City;
- Oliphant Street Sidewalk – Construction of 2,100 feet of sidewalk along Oliphant Street. Project involves some retaining wall work and will impact some private landscaping on City-owned right-of-way;
- Orange Street Connection – Construction of approximately 350 feet of sidewalk to connect Orange Street to Middle School Building; and
- Poplar Street Sidewalk – Construction of approximately 550 feet of sidewalk along Poplar Street. This area is adjacent to City Hall parking lot and the high school football field and has limited right-of-way available.

The **Owner** desires to employ the **Consultant** to provide preliminary survey and engineering services in connection with the design and preparation of plans, specifications and cost opinions for the improvements. The **Consultant** is willing to perform such engineering work in accordance with the terms hereinafter provided and warrants that it is in compliance with Iowa statutes relating to the licensure of Professional Engineers.

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## ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

### 1.1 Project Parameters

The objective of this Agreement is to provide consultant services for preliminary and final design and the development of construction documents (plans, specifications, and cost opinions) for sidewalk and pedestrian improvements at five (5) locations in the City of West Branch, Iowa. These locations are:

- College Street Sidewalk and Bridge – Construction of approximately 500 feet of sidewalk along College Street and installation of pre-fabricated bridge over Wapsinonoc Creek;
- Greenview Connection – Construction of approximately 450 feet of 10-foot wide, multi-use path between two neighborhoods in the northwest corner of the City;
- Oliphant Street Sidewalk – Construction of 2,100 feet of sidewalk along Oliphant Street. Project involves some retaining wall work and will impact some private landscaping on City-owned right-of-way;
- Orange Street Connection – Construction of approximately 350 feet of sidewalk to connect Orange Street to Middle School Building; and
- Poplar Street Sidewalk – Construction of approximately 550 feet of sidewalk along Poplar Street. This area is adjacent to City Hall parking lot and the high school football field and has limited right-of-way available.

### 1.2 Financial Parameters

#### 1.2.1 The financial parameters are;

Amount of the **Owner's** budget for the **Consultant's** compensation is:  
\$40,981.00

#### 1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is: \$500.00

### 1.3 Project Team

#### 1.3.1 The **Owner's** Designated Representative identified as the **Contract Administrator** is: Matt Muckler, City Administrator.

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

#### 1.3.2 The **Consultant's** Designated Representative is: Larry Berns, P.E., Project Manager

#### 1.3.3 The subconsultants retained at the **Consultant's** expense are: Knapp-Warden, LLC (Structural Engineering for Proposed Bridge Abutments)

### 1.4 Time Parameters

#### 1.4.1 Date to Proceed: **Consultant** is to begin work under this Agreement upon receipt of a written notice to proceed from the Owner and upon receipt of a copy of the FHWA authorization. **Consultant** shall, upon receipt of both written Notice to Proceed and a copy of the FHWA authorization, begin work thereon.

#### 1.4.2 Work under this Agreement shall be performed within twelve (12) months after receipt of both written Notice to Proceed and an executed copy of this Agreement.

## ARTICLE 2 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

### 2.1 Enumeration of Parts of the Agreement. This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior

negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the **Owner, Consultant**, Iowa DOT, and the FHWA (if applicable). This Agreement comprises the documents listed below.

- 2.1.1** The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.1.2** All services herein required and provided shall be in conformity with the applicable Iowa DOT Standards, Design Guides and Specifications and Title 23, Code of Federal Regulations, Part 625, as outlined in Attachment B. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and cost opinions.
- 2.1.3** Other documents as follows:
- .1 Fees and Payments – Attachment C
  - .2 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Attachment D
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### **ARTICLE 3 FORM OF COMPENSATION**

#### **3.1 Method of Reimbursement**

- 3.1.1** For the **Consultant's** services as described under Article 2, compensation shall be computed in accordance with the Cost Plus Fixed Fee compensation method, as defined in Attachment C.

#### **3.2 Subconsultant**

- 3.2.1** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** unless the **Contract Administrator** has given prior written approval and the Iowa DOT and the FHWA (when applicable) concurs.

### **ARTICLE 4 TERMS AND CONDITIONS**

#### **4.1 Ownership of Engineering Documents**

- 4.1.1** All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.
- 4.1.2** The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.
- 4.1.3** The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. All electronic files will be submitted to the **Owner** by the **Consultant** on CD or other mutually agreed upon medium. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional

efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

## 4.2 Revision of Plans

4.2.1 Drafts of work products shall be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work". Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work".

4.2.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

4.2.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.3.

## 4.3 Extra Work

4.3.1 If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work", it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. Unless written approval for "Extra Work" has been secured in advance from the **Contract Administrator**, and the Iowa DOT and the FHWA (when applicable) concurs, no claims will be allowed. However, the **Owner** shall have benefit of the service rendered.

## 4.4 Progress Meetings

4.4.1 From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

## 4.5 Additional Plans

4.5.1 At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient prints of plans or other data in such detail as may be required, for the purposes of review of details and for plan-in-hand and field check inspections.

## 4.6 Termination of Agreement

4.6.1 In the event of the death of any member or partner of the **Consultant's** firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the **Owner** and the survivors.

4.6.2 The right is reserved by the **Owner** to terminate this Agreement at any time upon not less than thirty (30) days' written notice to the **Consultant**.

4.6.3 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs. The portion of the fixed fee shall be based on the ratio of the actual costs incurred to the estimated actual costs contained in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Estimated Actual costs, plus any authorized contingency.

4.6.4 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.

4.6.5 The right is reserved by the **Owner** to suspend this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with paragraph 4.6.3 above.

4.6.6 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.

4.6.7 This Agreement will be considered completed when the construction of the project has progressed sufficiently to make it clear that the construction can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

## 4.7 Extension of Time

4.7.1 The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays caused by an act of God, war, government actions, or similar causes beyond the reasonable control of the **Consultant**.

## 4.8 Mediation

4.8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **Owner** and the **Consultant** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The **Owner** and the **Consultant** further agree to include a similar mediation provision in all agreements with independent contractors and **Consultants** retained for the project and to require all independent contractors and **Consultants** also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained,

thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

#### **4.9 Arbitration**

**4.9.1** In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement in accordance with Paragraph 4.8, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and pursuant to the arbitration procedures set out in Iowa Code Chapter 679A. Any arbitration pursuant to this paragraph or mediation pursuant to Paragraph 4.8.1 shall occur in **Cedar** County, Iowa.

#### **4.10 Responsibility for Claims and Liability**

**4.10.1** The **Consultant** shall defend, indemnify and save harmless the Owner, the Iowa Department of Transportation, the State of Iowa, its agencies, agents, employees and assignees and the Federal Government from all claims and liabilities due to design error, omission or negligent act of the **Consultant**, its members, agents, stockholders, or employees in connection with performance of this Agreement.

#### **4.11 Non-Raiding Clause**

**4.11.1** The **Consultant** shall not engage the services of any person or persons, then in the employment of the **Owner**, for work covered by this Agreement without the written consent of the employer of such person.

#### **4.12 General Compliance with Laws**

**4.12.1** The **Consultant** shall comply with all Federal, State and Local laws and ordinances applicable to the work.

#### **4.13 Subletting, Assignment or Transfer**

**4.13.1** Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the **Contract Administrator** and the Iowa DOT and the FHWA (when applicable) concurs.

#### **4.14 Forbidding Use of Outside Agents**

**4.14.1** The **Consultant** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Consultant**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul the Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, or counterpart fee.

#### **4.15 Consultant's Endorsement on Plans**

**4.15.1** The **Consultant** shall endorse the completed computations prepared under this Agreement, and shall affix thereto the seal of a licensed professional engineer or architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

#### **4.16 Compliance with Title 49, Code of Federal Regulations**

**4.16.1** During the performance of this Agreement, the **Consultant** and its assignees and successors in interest agree as follows:

##### **4.16.1.1 Compliance with Regulations**

**4.16.1.1.1** The **Consultant** will comply with the regulations of the U.S. Department of Transportation, relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49,

Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

#### 4.16.1.2 Nondiscrimination

4.16.1.2.1 The **Consultant**, with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** will not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in the Regulations.

#### 4.16.1.3 Solicitation for Subconsultants, Including Procurement of Materials and Equipment

4.16.1.3.1 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, sex, or national origin.

#### 4.16.1.4 Disadvantaged Business Enterprises

4.16.1.4.1 The **Consultant** or its subconsultants agree(s) to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The **Consultant** and their subconsultants shall not discriminate on the basis of race, religion, age, physical disability, color, sex or national origin in the award and performance of U.S. DOT assisted contracts. If, as a condition of assistance, the Iowa DOT has submitted to the U.S. DOT, or the **Consultant** has submitted to the Iowa DOT, and the U.S. DOT or Department has approved a disadvantaged business enterprise affirmative action program which the Iowa DOT and/or **Consultant** agrees(s) to carry out, this program(s) is incorporated into this Agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement.

Upon notification to the **Consultant** of its failure to carry out the approved program, the **Owner**, the Iowa DOT, and/or the U.S. DOT shall impose sanctions, which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** or any of its subconsultants are hereby advised that failure to fully comply with the Iowa Department of Transportation's DBE Program shall constitute a breach of contract and may result in termination of this Agreement or agreement(s) by the **Owner** or such remedy as the **Owner** deems appropriate. Refer to Article 4.6 of the Agreement.

#### 4.16.1.5 Information and Reports

4.16.1.5.1 The **Consultant** will provide all information and reports required by the regulations, orders and instructions 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 **Owner**, the Iowa DOT, or the FHWA, to be pertinent to ascertain compliance with regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information, the **Consultant** shall so certify to the **Owner**, the Iowa DOT, or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain information.

#### 4.16.1.6 Sanctions for Noncompliance

4.16.1.6.1 In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA, may determine to be appropriate, including, but not limited to:

...1.6.1.1 Withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, and/or



...1.6.1.2 Cancellation, termination or suspension of the Agreement, in whole or in part.

#### 4.16.1.7 Incorporation of Provisions

4.16.1.7.1 The **Consultant** will include the provisions of Article 4.16.1.1 through 4.16.1.6 of this Agreement in every subagreement, including procurements of materials and lease of equipment, unless exempt by the regulations, orders or instructions issued pursuant thereto. The **Consultant** will take such action with respect to any subagreement or procurement as the **Owner**, Iowa DOT, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner**, the Iowa DOT, or the United States to enter into such litigation to protect the interests of the **Owner**, the Iowa DOT, and the United States, respectively.

#### 4.17 Access to Records

4.17.1 The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final payment under the Agreement, for inspection and audit by the **Owner**, Iowa DOT, FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

#### 4.18 Iowa DOT and Federal Highway Administration Participation

4.18.1 The work under this Agreement shall be contingent upon and subject to the approval of the Iowa DOT and the Federal Highway Administration (if applicable). The Iowa DOT and the Federal Highway Administration shall have the right to participate in the conferences between the **Consultant** and the **Owner** and to participate in the review or examination of the work in progress.

#### 4.19 Severability

If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

#### 4.20 Choice of Law and Form

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this agreement, the exclusive jurisdiction for the proceeding shall be brought in the **Cedar** County District Court for the State of Iowa, **Tipton**, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

**AMENT, INC.**

\_\_\_\_\_ Date: \_\_\_\_\_, \_\_\_\_\_  
**John C. Bender, P.E.**  
**President**

**CITY OF WEST BRANCH, IOWA**

\_\_\_\_\_ Date: \_\_\_\_\_, \_\_\_\_\_  
**Donald Kessler**  
**Mayor**

**Iowa Department of Transportation**  
Accepted for FHWA Authorization\*

By: \_\_\_\_\_ Date: \_\_\_\_\_, \_\_\_\_\_  
Craig Markley, Director  
Office of Systems Planning

\* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

## **ATTACHMENT A Scope of Services**

### **Project Description**

This project includes sidewalk and pedestrian improvements at five (5) locations in the City of West Branch:

- College Street Sidewalk and Bridge – Construction of approximately 500 feet of sidewalk along College Street and installation of pre-fabricated bridge over Wapsinonoc Creek;
- Greenview Connection – Construction of approximately 450 feet of 10-foot wide, multi-use path between two neighborhoods in the northwest corner of the City;
- Oliphant Street Sidewalk – Construction of 2,100 feet of sidewalk along Oliphant Street. Project involves some retaining wall work and will impact some private landscaping on City-owned right-of-way;
- Orange Street Connection – Construction of approximately 350 feet of sidewalk to connect Orange Street to Middle School Building; and
- Poplar Street Sidewalk – Construction of approximately 550 feet of sidewalk along Poplar Street. This area is adjacent to City Hall parking lot and the high school football field and has limited right-of-way available.

### **Scope of Services**

The design services to be provided for the project under this Agreement will include the preliminary and final design of the elements as described above. The services include review of the existing conditions, final selection of sidewalk and bridge locations, preparation of a Concept Statement, and the preparation of preliminary and final plans, details and special provisions in a format suitable for an Iowa Department of Transportation (DOT) letting, meetings, and coordination. The Scope of Services is further defined by the following tasks:

**Task 1 – Data Collection.** This task will include the survey of the existing features for the construction of the sidewalks and bridge described above. Features to be surveyed will include driveways, landscaping features, trees, shrubs, above-ground utilities, stream profile near bridge, valley cross sections, and other miscellaneous items. The survey will include the identification of property corners for new sidewalk locations, where property pins are present and able to be located. This task also includes research to determine status of easement between the Greenview and Pederson Valley neighborhoods.

**Task 2 – Concept Statement.** This task includes the development of a concept statement to be submitted to the Iowa DOT.

**Task 3 – Hydraulic Analysis.** This analysis will utilize the hydraulic model from the current Cedar County Flood Insurance Study. The existing model will be requested from the Federal Emergency Management Agency (FEMA). The hydraulic review will include sizing the proposed bridge to meet current Iowa Department of Natural Resources (DNR) requirements. Modeling results will be compared to the 100-year flood profiles shown in the Cedar County Flood Insurance Study to verify a “no-rise” condition can be achieved for the 100-year flood event. Two hydraulic models will be required, including: the Effective Conditions Model (Existing Conditions Model) and the Proposed Conditions Model (with the proposed bridge and approach grade). A recommended bridge length will be determined based on hydraulic modeling using the U.S. Army Corps of Engineers Water Surface Profile Model. Each of these models will require a Multiple Profile Analysis (10-, 50-, 100- and 500-year). The scope of work assumes a Letter of Map Revisions will not be required from FEMA.

**Task 4 – Preliminary Bridge Design.** This task includes preliminary design of abutments and sidewalk approaches. This task also includes review of pre-fabricated bridge structures to select a model that fits the specific requirements of this location.

**Task 5 – Geotechnical Review.** This task will evaluate the existing geotechnical conditions at the bridge site and provide recommendations regarding the design and construction of foundations for the proposed bridge.

**Task 6 – Preliminary Sidewalk Design.** This task includes the preliminary design of the plan-and-profile sheets for the sidewalk locations described above. Title sheet and typical cross sections will also be developed. The preliminary design will identify impacts to property owners along the proposed sidewalk. These impacts may include driveway modifications, relocation of landscaping and the placement of small, low-profile retaining walls. The preliminary plans will be developed in Iowa DOT format and submitted to the Iowa DOT and the City for review.

**Task 7 – Right-of-Way / Easement Assistance.** This task includes assisting the City in obtaining necessary temporary easements for property owners adjacent to the proposed sidewalks. This will include preparation of drawings indicating impacts to properties, but will not include preparation of right-of-way plats or easement exhibits or any property acquisition negotiations. No permanent right-of-way or easement acquisitions are anticipated to be required for this project.

**Task 8 – Final Plans.** This task includes the development of final plans. The final plans will include the following:

- A-Series Sheets. The title and legend sheets will be prepared with Iowa DOT standards.
- B-Series Sheets. Typical cross sections and details.
- C-Series Sheets. Bid items, quantities and estimate reference notes will be developed. Bid items will be standard Iowa DOT bid items and specifications will be as per the 2009 Iowa DOT Standard Specifications. General notes will be selected from the Iowa DOT Road Design Details. Tabulations will be developed for major bid items.
- D-Series Sheets. The plan sheets from the preliminary plan submittal will be updated to include additional details and will be revised based on comments received. Proposed sign locations and crosswalk markings will be included.
- U-Series Sheets. Structural details for bridge abutments will be developed. Pre-fabricated bridge details will be included as needed.
- W-Series Sheets. Cross sections for sidewalk construction will be included.

This task also includes revisions to the final plans based on comments received from the Iowa DOT and the City and answering questions from the Office of Contracts prior to the letting of the project.

**Task 9 – Project Administration.** This task includes two (2) meetings with City staff to review the project. Separate meetings with private land owners or with school officials are not included in the scope of services. If these meetings are required, they shall be conducted by the City. Also included in this task are in-house, project-related administrative activities to be performed throughout the duration of this project.

### **Construction-Related Services**

Constructed-related services are not a part of this Agreement. The scope of construction-related services will be determined at the time the services are needed and will be defined under a Supplemental Agreement. Construction-related services include staking, on-site field review and contract administration during construction.

### **MATERIALS AND INFORMATION TO BE PROVIDED BY THE OWNER:**

- Current list of property owner names and contact information (addresses and phone numbers).
- Bench marks with City datum, if available.
- City mapping of right-of-way and property lines and public utility information (storm sewer, sanitary sewer, water main, etc.)

## **RESPONSIBILITIES OF THE OWNER:**

- Pay any required fees that are required for submittal with the project permit applications.
- Conduct Public Information Meetings and/or individual meetings with land owners and school officials to present and discuss the proposed Project design and anticipated property impacts.
- Perform property acquisition negotiations with impacted land owners and obtain signed property acquisition agreements from them.

## **DELIVERABLES**

1. Meeting minutes.
2. Project Concept Statement and Location Map (submitted electronically in PDF file format) along with accompanying transmittal letter or e-mail.
3. One (1) set of Preliminary Plans (submitted electronically in PDF file format) and one (1) copy of a Draft Opinion of Anticipated Construction Cost (submitted electronically in PDF or Excel file format) along with accompanying transmittal letter or e-mail.
4. List of properties, if any, where the need for temporary construction easements is required.
5. One (1) set of Check Plans (submitted electronically in PDF file format), one (1) copy of each Draft Special Provision (submitted electronically in PDF or Word file format), and one (1) copy of an updated Opinion of Anticipated Construction Cost (submitted electronically in PDF or Excel file format) along with accompanying transmittal letter or e-mail.
6. One (1) set of reproducible Final Plans with original signatures (submitted electronically in PDF file format), one (1) copy of each Final Special Provision (submitted electronically in PDF or Word file format), and one (1) copy of the Final Opinion of Anticipated Construction Cost (submitted electronically in Excel file format) along with accompanying transmittal letter or e-mail.
7. One (1) electronic Trns\*Port bid item file.
8. Project Development Certification (PDC) (Form 730002) to OWNER for submittal to State.
9. Copy of Iowa Department of Natural Resources Notice of Intent for NPDES Coverage under General Permit No. 2 permit application – along with copies of two (2) proofs of published notice – for signature and submittal by CITY to appropriate CITY, County, State, or Federal agencies.
10. Three (3) copies of structural calculations, if performed.

**ATTACHMENT B**  
**Specifications**  
**Road**

Specifications for deliverables shall use Iowa DOT Standard Specifications, but Special Provisions, plans and details shall be developed by the Consultant. Refer to the following examples:

**A. Road Plans**

Current Highway Divisions Road Design Manual and applicable sections of the Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and cost opinions.

1. Special Provisions required in addition to the Standard Specifications of the Iowa DOT will be furnished by the Consultant.
2. Property owners' names shall be shown on the plans and the approximate limits of their holdings. A preliminary right-of-way and/or easement layout shall be submitted to the Owner, showing "need" distances and proposed right-of-way and/or easement lines.
3. The Consultant shall indicate proposed right-of-way and/or easement lines, encroachments, etc., on the final construction plans.

**B. Right-of-Way Layout (If Applicable)**

It shall be the responsibility of the Consultant to perform the following functions in order to complete the right-of-way phase of the project contract:

1. To prepare a set of right-of-way plans showing the following:
  - a. The temporary easements necessary for the construction of the project.
  - b. Known property lines.
  - c. Existing right-of-way for state highways, county roads and city streets.
2. To make calculations of the different right-of-way taking areas necessary to complete the right-of-way plans.
3. To make revisions to right-of-way plans due to change of ownerships, design revisions and revisions required by property owners. Any required negotiations and communications with property owners will be completed by the Owner.

This work listed above shall be done as prescribed and in the manner set forth in the current Right-of-Way Design Manual.

**ATTACHMENT C (referenced from 3.1)  
Fees and Payments - Cost Plus Fixed Fee**

**3.1.1 FEES AND PAYMENTS**

**3.1.1.1 Fees.** For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amounts of the **Consultant's** actual cost plus applicable fixed fee amount. **Consultants'** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment H. The nature of engineering services is such that actual costs are not completely determinate. Therefore, it is possible that the **Consultant's** actual costs may exceed those shown in Attachment H and as shown below. A contingency amount has been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs	\$ 33,019.00
Fixed Fee [Prime Only]	\$ 4,710.00
Contingency [Prime Only]	\$ 3,252.00
Maximum Amount Payable	\$ 40,981.00

If at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT and the FHWA (when applicable). The **Owner** or the Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount. The **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above.

The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. If the **Consultant** exceeds the estimated actual costs for any reason (other than that covered in Section 3.1.1.2.3) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny the use of the contingency amount.

The fixed fee amount will not be changed unless there is a substantial change in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. Any change in the fixed fee amount will be made by a Supplemental Agreement or Extra Work Order. The maximum amount payable under this Agreement is \$ 40,981.00 which is the sum of the above amounts. The maximum amount payable can not be exceeded except by Supplemental Agreement or Extra Work Order if the **Consultant** establishes there is a substantial change in scope, character, or complexity of the services covered by this Agreement, the **Contract Administrator** agrees, and the Iowa DOT and FHWA (when applicable) concurs. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract Administrator** in writing. The maximum amount payable may be increased by a Supplemental Agreement or Extra Work Order, or this Agreement will be terminated, with the **Owner** having the right, at its discretion, to terminate this Agreement without payment of the amount exceeding the maximum amount payable. The **Owner** or the Iowa DOT may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

**3.1.1.2 Reimbursable Costs.** Reimbursable costs are the actual costs incurred by the **Consultant** which are attributable to the specific work covered by this Agreement and allowable under the provisions of Title 48, Subchapter E., Part 30 (full cost accounting standards; when applicable), section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation. These include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.

2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the **Consultant's** current fiscal year: Salary related expenses are 32.25% of direct salary costs and general overhead costs are 155.78% of direct salary costs. Use of updated overhead percentage rates shall be requested by the **Consultant** after the close of each fiscal year and shall be used to update previous year invoices and subsequent year as a provisional rate for invoicing in order to more accurately reflect the cost of work during the previous and subsequent years. Any actual fiscal year or fiscal year's audited or unaudited indirect costs rates known by the **Consultant** shall be used in computing the final invoice statement. All unverified overhead rates shall have a schedule of computation supporting the proposed rate attached to the final bill. Prior to final payment for work completed under this Agreement all indirect cost rates shall be audited and adjusted to actual rates through the most recently completed fiscal year during which the work was actually accomplished. In the event that the work is completed in the current fiscal year, audited indirect cost rates for the most recently completed fiscal year may be applied also to work accomplished in the current fiscal year. If these new rates cause the estimated actual costs to be exceeded, the contingency amount will be used.

**3.1.1.3 Premium Overtime Pay.** Premium overtime pay (pay over normal hourly pay) shall not exceed 2 percent of the total direct salary cost without written authorization.

**3.1.1.4 Payments.** Monthly payments shall be made based on the percentage of work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The portion of the fixed fee to be paid will be in the proportion of the actual work completed and documented on the monthly progress reports.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and/or amounts earned. Payment of 100% of the total cost claimed will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.



**ATTACHMENT D**  
**Certification Regarding Debarment, Suspension, and other Responsibility Matters**  
**– Primary Covered Transactions**

**Instructions for Certification**

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and other Responsibility Matters  
– Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of IOWA  
LINN, County

I, John C. Bender, P.E., President of Ament, Inc., being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above statements are true and correct.

\_\_\_\_\_  
(signature)

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ATTACHMENT E**  
**Certification of Consultant**

I hereby certify that I, John C. Bender, P.E., am the President and duly authorized representative of the firm of Ament, Inc., whose address is 625 32nd Avenue SW, Cedar Rapids, IA 52404, and that neither I nor the above firm here represented has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(signature)

Made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ATTACHMENT F**  
**Certification of Owner**

I hereby certify that I, Donald Kessler, am the Mayor and the duly authorized representative of the Owner, and that the above consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) Employ or retain, or agree to employ or retain, any firm or person, or

(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Iowa DOT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(signature)

Made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ATTACHMENT G**

Consultant Name  
 Consultant Address  
 Consultant Address

**Cost Plus Fixed Fee Final Invoice**

Date

Invoice No.  
 Invoice Period Covered  
 Consultant Job No.

Client Project No.  
 County  
 Client Project Description  
 Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	----------------------	-----------------------	-------------------

Labor Dollars (2013)  
 Labor Dollars (2012)  
 Labor Dollars (2011)  
 Overhead (2013)  
 Overhead (2012)  
 Overhead (2011)  
 Direct Expenses  
     Mileage  
     Per Diem  
     CADD

Subconsultants (including authorized  
 contingency)  
     Name  
     Name  
     Name

Subtotal  
 Fixed Fee  
 Authorized Contingency  
     Total Authorized Amount  
 Total Billed To Date  
 Remaining Authorized Balance

Unauthorized Contingency  
     Prime  
     Subconsultant Name  
     Subconsultant Name

Labor Hours (2013)  
 Labor Hours (2012)  
 Labor Hours (2011)

**ATTACHMENT G**

Consultant Name  
Consultant Address  
Consultant Address

**Cost Plus Fixed Fee Progressive Invoice**

Date

Invoice No.  
Invoice Period Covered  
Consultant Job No.

Client Project No.  
County  
Client Project Description  
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	-------------------	--------------------	----------------

Labor Dollars  
Overhead  
Overhead Adjustments  
Direct Expenses  
    Mileage  
    Per Diem  
    CADD

Subconsultants (including authorized contingency)  
    Name  
    Name  
    Name

Subtotal  
Fixed Fee  
Authorized Contingency  
    Total Authorized Amount  
Total Billed To Date  
Remaining Authorized Balance

Unauthorized Contingency  
    Prime  
    Subconsultant Name  
    Subconsultant Name

Labor Hours

**ATTACHMENT H**  
**CONSULTANT FEE PROPOSAL**

**I. Direct Labor Cost**

Employee Classification	Hours	Rate	Amount
E8 - Principal	2	\$64.50	\$129.00
E6 - Project Manager	54	\$43.25	2,335.50
E4 - Project Engineer	26	\$30.00	780.00
D4 - Designer	190	\$31.50	5,985.00
LS Manager	1	\$49.75	49.75
LSIT - Land Surveyor Intern	23	\$23.25	534.75
T4 - Technician	26	\$21.00	546.00
T3 - Technician	26	\$17.50	455.00
A3 - Administration	1	\$29.25	29.25
C3 - Clerical	4	\$14.25	57.00
<b>Direct Labor Total</b>	<b>353</b>		<b>\$10,901.25</b>

**II. Payroll Burden and Overhead Costs**

Indirect Cost Factor (Overhead Rate) =	<u>188.03%</u>
Total Indirect Costs =	<u>\$20,497.62</u>

III. Direct Project Expenses	Quantity	Rate	Amount
Mileage (miles)	600	\$0.555	\$333.00
Reproductions (each)	430	\$0.10	43.00
Postage (oz.)	100	\$0.44	44.00
GPS Equipment (hours)	20	\$30.00	600.00
Per Diem (days)	4	\$25.00	100.00
<b>Total Direct Expenses =</b>			<b>\$1,120.00</b>

**IV. Subconsultant Costs**

Knapp-Warden, LLC	(Lump Sum Fee)	\$500.00
<b>Total Subconsultants =</b>		<b>\$500.00</b>

V. Estimated Actual Costs (I + II + III + IV) = \$33,019.00 (ROUNDED)

VI. Fixed Fee - Prime Only ( 15% of I + II) = \$4,710.00 (ROUNDED)

VII. Contingency - Prime Only ( 10% of I + II + III) = \$3,252.00 (ROUNDED)

IX. Total Estimated Cost (VI + VII + VIII) = \$40,981.00