

RESOLUTION NO. 1445

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH FEHR-GRAHAM ENGINEERING AND ENVIRONMENTAL, INC. FOR THE WEST BRANCH PARK IMPROVEMENTS PROJECT AT PEDERSEN VALLEY FOR A TOTAL FEE NOT-TO-EXCEED \$260,000.

WHEREAS, the City of West Branch, Iowa will enter into a loan agreement and issue bonds in an amount not exceeding \$4,000,000 to provide funds to pay the cost, to that extent, of undertaking the West Branch Park Improvements Project, including ball diamonds; volleyball courts; lighting improvements; playground equipment; concessions, restroom and shelter facilities; recreation trails; landscaping; parking lots; and the installation of related public infrastructure improvements; and

WHEREAS, the City Council approved Resolution 1275 on February 17, 2015 which approved a professional services agreement with HBK Engineering, LLC for design of Wapsi Creek Park, Beranek Park and Lions Field; and

WHEREAS, the City Council approved Resolution 1412 on December 21, 2015 which approved Amendment #1 to the professional services agreement with HBK Engineering, LLC for design and construction management of Wapsi Creek Park, Beranek Park and Lions Field; and

WHEREAS, the City now requires professional engineering services for the portion of the West Branch Park Improvements Project located at the new regional park in Pedersen Valley; and

WHEREAS, the City Council approved Resolution 1410 on December 7, 2015 which approved a request for qualifications (RFQ) for design and construction management of the new regional park in Pedersen Valley; and

WHEREAS, seven firms submitted statements of qualifications; and

WHEREAS, the West Branch Park & Recreation Commission narrowed the field of consultants to three; and

WHEREAS, the West Branch City Council interviewed the top three firms at a City Council Work Session held on Tuesday January 19, 2016; and

WHEREAS, the West Branch City Council approved Resolution 1422 on February 2, 2016 directing the Park & Recreation Director to negotiate a compensation agreement with Fehr-Graham Engineering & Environmental, Inc. for engineering services on the West Branch Park Improvements Project at Pedersen Valley and submit that agreement to the City Council for their consideration at their next regular meeting, and

WHEREAS, the city attorney has provided an engineering agreement to provide these services; and

WHEREAS, the specific language contained within this engineering agreement has been negotiated by Fehr-Graham Engineering and Environmental, Inc, and the Park & Recreation Director; and

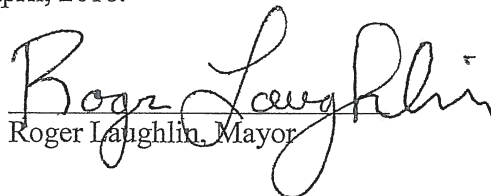
WHEREAS, the specific language contained within this engineering agreement after having been negotiated by Fehr-Graham Engineering and Environmental, Inc, and the Park & Recreation Director was reviewed by the city attorney and city engineer; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with Fehr-Graham Engineering and Environmental, Inc. of Cedar Rapids, Iowa, is hereby approved.

Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 4th day of April, 2016.

  
Roger Laughlin, Mayor

ATTEST:

  
Matt Muckler, City Administrator/Clerk

## **ENGINEERING SERVICES AGREEMENT**

### **PEDERSEN VALLEY PARK IMPROVEMENTS WEST BRANCH, IOWA**

**THIS AGREEMENT**, made and entered into this 4<sup>th</sup> day of April, 2016, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "**CITY**," and Fehr Graham Engineering & Environmental, Inc., 375 Collins Road N.E., Suite 105, Cedar Rapids, Iowa 52402, hereinafter referred to as the "**CONSULTANT**."

**WHEREAS**, the **CITY** desires to make certain park improvements, namely the construction of the Pedersen Valley Park (the "Project"); and

**WHEREAS**, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of needed improvements; and

**WHEREAS**, the **CONSULTANT** was chosen by the CITY after soliciting Requests for Proposals from numerous area engineering firms; and

**WHEREAS**, the **CONSULTANT** is qualified and capable of supplying said professional services for a total fee not-to-exceed Two Hundred Sixty Thousand Dollars (\$260,000).

**WHEREAS**, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project for a total consulting fee not-to-exceed Two Hundred Sixty Thousand Dollars (\$260,000) under the terms and conditions set forth below.

**NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:**

#### **I. SCOPE OF SERVICES.**

The **CONSULTANT** shall perform in a timely and satisfactory manner consistent with standard professional practice, the services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

## II. TIME OF COMPLETION.

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

## III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, or gender identity.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, or gender identity.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Services in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the West Branch City Council.

D. It is hereby expressly acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as

an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the Project stipulated in Attachment "A".

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings certified with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, maps, plans drawings, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the Project. Furthermore, should the **CONSULTANT** prepare or receive any of the data set forth in the immediately preceding sentence in digitized format, the **CONSULTANT** shall furnish said data in disk form upon termination of this Agreement. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents, materials or data on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being



performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT**'s ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall provide and maintain insurance throughout said Project in the following minimum amounts:

1. Workman's Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement.
2. Professional Liability or Errors or Omissions Insurance covering all aspects of the Project in the amount of not less than \$1,000,000 per occurrence of \$2,000,000 aggregate coverage.
3. Public liability and property damage liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name the City of West Branch as an Additional Insured under the policy.
4. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars (\$500,000.00) for one person and one million dollars (\$1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars (\$250,000.00) for each accident or a combined single limit of one million dollars (\$1,000,000.00)
5. Governmental immunities endorsement as shown on Exhibit "D".

**CITY** shall have the right at any time to require public liability insurance, errors and omissions coverage and/or property damage liability insurance greater than that specified in the above paragraphs. If required, the additional premiums shall be added to the bid price.

The **CONSULTANT** shall furnish Certificates of Insurance to the **CITY** made in favor of the **CITY** prior to commencing work showing compliance with the foregoing requirements. Insurance shall provide notice of cancellation or revocation.

#### **IV. COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee not-to-exceed Two Hundred Sixty Thousand Dollars (\$260,000). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the **CONSULTANT** shall be entitled to monthly compensation based on the percentage of phase completed.

C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

D. The rate sheet is subject to annual adjustment as set forth in Exhibit "E" attached hereto, as of January 1 of each year. These rate increases will not affect the upper limit of the contract. Construction management service fees are to be billed at hourly rates not to exceed \$83,000.

#### **V. INDEMNIFICATION, WARRANTY AND GUARANTEE.**

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

The **CONSULTANT** warrants and guarantees to the **CITY** that it will perform its obligations under this Agreement in conformance with the generally accepted standards of the engineering profession. If within one year from acceptance of the Project by the City Council, any of the work provided under the scope of services described on Exhibit "A" by **CONSULTANT**

pursuant to this Agreement is found to be defective, **CONSULTANT** shall immediately and without cost to the **CITY**, perform any corrective services as are necessary to conform to this required warranty and guarantee. In the event that **CONSULTANT** fails to correct said defective work, the **CITY** shall have the right to correct or cause to be corrected the defective work, and the **CONSULTANT** shall pay to the **CITY** all direct and indirect costs of said corrective work.

## **VI. HAZARDOUS MATERIALS.**

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, in addition to the general indemnification set forth in Provision V above, does hereby further fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

## **VII. INTERPRETATION.**

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted professional standards, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

## **VIII. SURVIVAL.**

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

## **IX. CONTROLLING LAW.**

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action,



suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

#### **X. HEADINGS.**

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

#### **XI. SEVERABILITY.**

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than that for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **XII. MODIFICATION**

The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

#### **XIII. WAIVER**

No waiver by the **CITY** of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the **CITY** in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the **CITY** shall preclude future exercise thereof or the exercise of any other right or remedy

#### **XIV AUTHORITY.**

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

## **XV. FINAL AGREEMENT.**

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the services to be rendered by the **CONSULTANT** to the **CITY** in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

### **ACCEPTED & AGREED:**

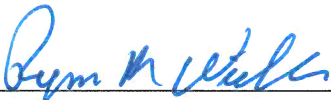
#### **CONSULTANT**

**Fehr Graham Engineering & Environmental**



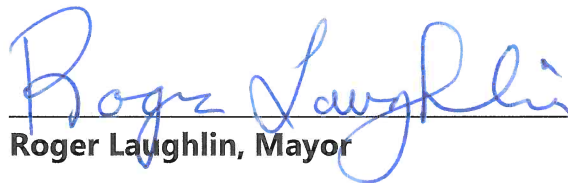
**An Authorized Representative**

#### **ATTEST:**



**An Authorized Representative**

#### **CITY OF WEST BRANCH, IOWA**



**Roger Laughlin, Mayor**

#### **ATTEST:**



**Matt Muckler, City Admin./Clerk**

## **ENGINEERING SERVICES AGREEMENT**

### **PEDERSEN VALLEY PARK IMPROVEMENTS WEST BRANCH, IOWA**

#### **EXHIBIT "A"**

#### **SCOPE OF SERVICES:**

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

##### **Item 1 - Topographic Survey**

Fehr Graham will complete the necessary work to complete a topographic survey to collect data on existing terrain and features within the site boundary. Utilities will be shown based on mapping provided by the utility companies and as field located by Iowa One Call. Property lines will be based on recorded plats and correlated with any existing survey monuments found.

##### **Item 2 - Construction Plans and Documents**

Fehr Graham will complete the necessary work to provide a Final Site Development Plan generally based on the CIP and detailed construction plans and specifications for the proposed site improvements. Plans and specifications shall be based on all applicable provisions of the Code of Iowa, as amended, Iowa Statewide Urban Design and Specifications (SUDAS), the Iowa Stormwater Management Manual and all applicable provisions of the Code of Ordinances of the City of West Branch, as amended. Specific improvements include:

- Two little league baseball fields.
- One adult baseball field.
- Fencing, dugouts, lighting, irrigation, bleachers, and subsurface drainage improvements associated with baseball fields.
- Concessions stand with restrooms, covered seating, and storage facility for baseball fields.
- Pedestrian access for the baseball fields.
- All parking improvements as presented in the 2014 concept plan.
- Two playground areas; one near the concessions stand and the other at a location on the site to be determined and constructed in phase 2.
- Pickleball court, possible phase 2 construction.
- Walkway/bikeway trails around Pedersen Park and ball fields.
- Grading for future community center/library/swimming pool.
- Streambank restoration.
- Field turf plan.

### Site Grading & Drainage Plan

- Overall site grading design indicating existing and proposed contour elevations as well as proposed spot elevations and slab elevations.
- Storm sewer pipe design and storm sewer structure design.
- Storm water management plan including a wet-bottom storm water detention pond that will service the site improvements, subject to consideration of alternate Best Management Practices for storm water management, site conditions and constraints, and prioritization of other park improvements.
- Storm water management report to comply with City of West Branch requirements.
- Storm water management plan will incorporate input from a meeting with the Herbert Hoover National Historic Site (HHHS) staff as deemed appropriate and agreed upon in order to provide relief downstream. It is assumed that due to the location in the watershed and available runoff storage that minimal impact to downstream property is feasible.

### Site Utility Plan

- Design of sanitary sewer main extension and service location to the proposed concession stand and to the future community center/library/swimming pool.
- Design of water main extension and service location to the proposed concession stand and to the future community center/library/swimming pool.
- Show locations of other proposed utilities for the proposed concession stand and to the future community center/library/swimming pool.

### Site Paving Plan

- Location and pavement for Scott Drive extension and parking facilities.
- Parking lot pavement design and details with critical spot elevations.
- Pedestrian access to proposed baseball fields from proposed parking lot(s).
- Walkway/Bikeway trails.

### Landscaping Plan

- Location and installation details for landscaping.
- Specifications for materials, species, and sizes.

### Site Plan

- Complete a site plan per Chapter 173 of the City Code of Ordinances of the City of West Branch, Iowa. There will be no exceptions from the requirements contained within Chapter 173 or any other Chapter of the City Code made for this project, with the exception of Section 173.08 Fees. It is understood that the Consultant is exempt from the fee requirements in this section.
- The Consultant is familiar with all above-mentioned design standards, especially with Chapter 173 of the Code of Ordinances of the City of West Branch, Iowa and agrees to design the project in accordance with these standards.

- Submit a site plan to the West Branch Park and Recreation Commission, at a regular meeting of the Commission.
- Make any changes recommended by the West Branch Park and Recreation Commission.
- Submit a revised site plan to the West Branch Planning and Zoning Commission, at a regular or special meeting of the Commission.
- Make any changes recommended by the West Branch Planning and Zoning Commission.
- Submit revised site plan to the West Branch City Council at a regular City Council Meeting.
- Make any changes to the site plan to conform with the direction of the West Branch City Council.

### Item 3 - Site Assessments and Permitting

- Complete a Wetland Delineation Site Assessment.
- Complete soil borings and geotechnical report for foundation design
- Storm Water Pollution Prevention Plan (SWPPP) for construction. The required documents for application for an NPDES General Permit No.2 for Construction Activities will be provided to the Client. The Client will be responsible for all publications and filings, as well as all associated fees.
- Joint Permit application to the US Army Corps of Engineers and Iowa Department of Natural Resources (DNR) Floodplain and Sovereign Lands Sections. Client shall be responsible for all fees associated with the permit application.
- Applications for construction of water and sanitary sewer main extensions for submittal to the DNR. Client shall be responsible for all fees associated with the construction permit applications.

### Item 4 - Project Coordination

- Coordinate with utility companies that serve the project site or are otherwise impacted by construction.
- Coordinate with permitting agencies as required.
- Provide monthly, written progress reports for council meetings.
- Attend up to six council meetings/work sessions to provide discuss project and gather input on design.
- Conduct one public information meeting for dissemination of final design concepts.
- Conduct one meeting with HHHS staff to discuss Pedersen Park project and impacts to downstream watershed. This may be incorporated with another meeting/work session.

### Item 5 - Construction Services

- Conduct a bid letting. It is assumed that the entire project will be bid in one package with one letting.
- Provide a Letter of Recommendation to the City Council following the bid.
- Conduct a preconstruction conference.
- Review shop drawings and submittals.



- Provide construction observation for major features and at critical times, including spot checks for water and sanitary sewer installations, compaction testing during earthwork, and density checks following trench backfilling.

Number of site visits, observations, and tests as follows:

- Up to two spot checks during sanitary sewer main construction.
- Up to two spot checks during water main construction.
- Up to twelve trips for spot checks and witnessing site grading, proof rolling, and Foundation excavations
- Up to twenty-eight trips for density testing of grading, trench and foundation backfill and subgrades.
- Observe plastic concrete testing for entrained air and slump during mainline paving operations and building foundation construction. Number of trips and tests as follows:
  - Up to three trips for concrete testing of building footings and foundations
  - Up to twenty-four trips for street, parking lot, sidewalk, and trail concrete.
- Provide up to three site visits for specific observation of concessions stand during its construction.
- One final project walk-through and generation of punch list.
- Generate partial pay estimates monthly for payment to contractor.
- Address requests for information by the contractor before and during construction.
- Draft change orders as required.
- Draft a letter of completion.
- Submit record drawings based on information collected during construction observation and submitted by the contractor.
- Provide documentation of any test results that are not in compliance with project specifications and requirements to the Owner and Contractor.
- Coordination and administration associated with the Construction Observation and Testing work detailed above

Exclusions: The following items are not included in the scope of services proposed here within:

- Lighting design and photometrics associated with parking lot and trail lighting plans
- Environmental assessments (such as a Phase I ESA)
- Archeological investigations and studies
- Plat of Survey and legal description
- Traffic and turn movement analysis
- Economic assessments
- Rezoning documents or services
- Permit or connection fees
- Full-time on-site construction observation
- Weekly SWPPP inspections and reports
- Wetland mitigation or restoration monitoring
- Soils and concrete testing services
- Construction staking

Any of the above services can be performed as an additional cost to the project upon request.

## **ENGINEERING SERVICES AGREEMENT**

### **PEDERSEN VALLEY PARK IMPROVEMENTS WEST BRANCH, IOWA**

#### **EXHIBIT "B"**

#### **TIME OF COMPLETION:**

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Items 1 through 4 in Exhibit A shall be completed by February 1, 2017.
2. Draft plans and specifications for City review shall be delivered by February 1, 2017.
3. Final construction plans and specifications shall be delivered by February 28, 2017.
4. Estimated bid date for project is March 28, 2017.
5. Construction of improvements shall be completed by November 1, 2017.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, or other actions by governmental agencies which may delay the time of completion for services.

## **ENGINEERING SERVICES AGREEMENT**

### **PEDERSEN VALLEY PARK IMPROVEMENTS WEST BRANCH, IOWA**

#### **EXHIBIT "C"**

#### **COMPENSATION FOR SERVICES:**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

1. For **DESIGN SERVICES**, the fee for design services, design conferences, topographic survey, preparation of plans and specifications, site assessments, permitting, and project coordination (Items 1 – 4 in Exhibit "A") for the project shall be the lump sum fee of One Hundred Seventy-Seven Thousand Dollars (\$177,000);
2. For **CONSTRUCTION SERVICES**, The total fee for construction services for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for construction services shall not exceed the sum of Eighty-Three Thousand Dollars (\$83,000) based on providing construction services as outlined in Exhibit "A".;

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

## **ENGINEERING SERVICES AGREEMENT**

### **PEDERSEN VALLEY PARK IMPROVEMENTS WEST BRANCH, IOWA**

#### **EXHIBIT "D"**

"The Companies affording coverage and the Additional Insured, City of West Branch, Cedar County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."

## **ENGINEERING SERVICES AGREEMENT**

### **PEDERSEN VALLEY PARK IMPROVEMENTS WEST BRANCH, IOWA**

#### **EXHIBIT "E"**

#### **2016 Personnel Chargeout Rates**

Principal	\$195
Project Manager	\$100 - 185
Engineering:	
Sr. Project Engineer	\$115 - 175
Project Engineer	\$ 80 - 135
Staff Engineer	\$ 75 - 95
Engineer	\$ 70 - 90
Sr. Engineering Technician	\$ 75 - 130
Associate Engineering Technician	\$ 60 - 90
Engineering Technician	\$ 40 - 90
Landscape Architect	\$115-190
GIS Specialist	\$ 70 - 80
Surveying:	
Survey Manager	\$150 - 160
Land Surveyor	\$ 80 - 140
Survey Crew Chief	\$ 70 - 95
Surveyor	\$ 75 - 85
Survey Technician	\$ 50 - 70
Environmental, Health, & Safety:	
Sr. Safety Specialist	\$110 - 120
Sr. Project Hydrogeologist	\$100 - 110
Safety Specialist	\$ 80 - 110
Environmental Project Scientist	\$ 80 - 110
Environmental Scientist	\$ 80 - 100
Environmental Specialist	\$ 55 - 85
Environmental Technician	\$ 60 - 85
Hydrogeologist	\$ 65 - 80
I.T. Consultant	\$ 70 - 105
Grant Writer / Community	\$ 80 - 120
Development Specialist	
Project Administrator	\$ 70 - 95
Project Assistant	\$ 64

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.