

ENGINEERING SERVICES AGREEMENT

FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

THIS AGREEMENT is made in Douglas County, Kansas, by and between the City of Lawrence, Kansas, hereinafter called the City, and Bartlett & West, Inc. , hereinafter called the Consultant. The City intends to construct an improvement project (hereinafter called the Project) in Lawrence, Kansas, described in Exhibit A.

The City hereby contracts with the Consultant for professional engineering services in connection with the project, for such engineering services more particularly described herein in consideration of the mutual covenants herein set forth. By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to do this project and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the contract, and other forms of any defined words shall have a meaning parallel thereto.

“Additional Services” means any services requested by the City which are not covered by this Agreement.

“Agreement” means this contract and includes change orders issued in writing.

“City” means the City of Lawrence, Kansas.

January 1, 1998

“City Engineer” means the person employed by the City with the title of City Engineer who is licensed to practice engineering in the State of Kansas.

“Consultant” means the company or individual identified on page 1. Consultant shall employ for the services rendered, engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

“Contract Documents” means those documents so identified in the Contract for Construction for this project including engineering documents. All terms defined in said General Conditions shall have the same meaning when used in this contract unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this contract.

“Engineering Documents” means all documents required or reasonably implied by the nature of the project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, computer models and reports.

“Engineering Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of Consultant under this Agreement together with such other services as City may require pursuant to the terms of this Agreement.

“Project” is as described in Exhibit A.

“Subsurface Borings and Testing” means borings, probings, and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION II - PAYMENT

A. COMPENSATION.

1. Maximum Total Fee and Expense: The City agrees to pay the Consultant a fee based on the actual hours expended on the project at the rates indicated in the attached Fee Schedule, Exhibit B and the actual reimbursable expenses permitted under this contract and incurred on this project, but not to exceed a maximum fee of \$33,575.00. This fee is based on the scope of services outlined in this Agreement and is projected and shall be completed on or before 10/15/2010. Payment to Consultant shall not exceed the following amounts in each phase as detailed in Exhibit B. Other methods of compensation are allowed only after written approval by the City Engineer.
2. Hourly Rate: Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit B and reimbursable expenses not contemplated in this Agreement will be charged on actual cost. No Additional Services or costs shall be incurred without proper written authorization of the City.
3. Reimbursable Expenses: Reimbursable expenses shall be included in the total maximum fee. Reimbursable expenses include expenses of transportation in connection with the project; expenses in connection with authorized out-of-town travel; long-distance communications; expenses of printing and

reproductions, postage and facsimile transmissions; expenses of renderings and models requested by the City and other costs as authorized by the City. Reimbursable expenses will not include overhead costs or additional insurance premiums. These costs should be included in your hourly rate structure.

4. Sales Tax: Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on the amount of compensation, fees or services. Should such taxes be imposed, the City shall reimburse the Consultant in addition to the contractual amounts provided. The City shall provide tax exempt number if required, and if requested by the Consultant.
5. Billing: Consultant shall bill the City monthly for all services and reimbursable expenses. It is understood by the Consultant that monthly pay requests must be received by the 5th day of the month. The bill submitted by Consultant shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a Consultant's invoice. The City agrees to pay the Consultant within ten (10) days of approval by the governing body. Payment of invoice will be made within 30 days of invoice date.

6. City's Right to Withhold Payment: In the event the City becomes credibly informed that any representations of the Consultant provided in its monthly billing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to the Consultant until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction. In the event the City questions some element of an invoice, that fact shall be made known to the Consultant immediately. The Consultant will help effect resolution and transmit a revised invoice if necessary.
7. Progress Reports: A written progress report, as set out in Exhibit C, must be submitted with each monthly pay request indicating which specific design tasks and their percentage have been completed to date, and tasks that will be performed the following month. This report will serve as support for payment to the Consultant.
8. Time is of the Essence: Consultant will perform the services in a timely manner; however, if during their performance, for reasons beyond the control of the Consultant, protracted delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking into consideration the impact of such delays.
9. Change of Scope: For substantial modifications in authorized project scope, and/or substantial modifications of drawings and/or specifications previously accepted by the City, when requested by the City and through no fault of the

Consultant, the Consultant shall be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per Exhibit B. Provided, however, that any increase in contract price or contract time must be requested by the Consultant and must be approved through a written supplemental agreement. Consultant shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence, error, or omission.

10. Additional Services: The Consultant shall provide, with the City's concurrence, services in addition to those listed in Section III, when such services are requested, in writing, by the City. Prior to entering into any additional services, the Consultant must submit a proposal outlining the additional services to be provided, estimation of total hours and a maximum fee based upon the hourly fee schedule attached hereto as Exhibit B. Payment to the Consultant, as compensation for these services, shall be in accordance with the attached hourly rate schedule attached as Exhibit B. Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services and services performed on an hourly basis shall be made available to the City if so requested in writing. Production of these documents shall be made at the Consultant's office during normal business

hours within a reasonable time at a date and time mutually convenient to both parties.

11. Supplemental Agreement: This Agreement may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof by written amendment. The contract price and contract time may only be changed by a written supplemental agreement approved by the City, unless it is the result of an emergency situation in which case the City Engineer may give verbal approval to be followed by a written and approved supplemental agreement. If notice of any change affecting the general scope of the work or provisions of this Agreement, including but not limited to, contract price or time, is a requirement of any insurance policy held by the Consultant as a requirement of this Agreement, the giving of such notice shall be the Consultant's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTANT

The Consultant shall furnish and perform the various professional duties and services in all phases of the project to which this Agreement as herein provided and which are required for the completion of the project which services shall include:

A. PRELIMINARY DESIGN PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.

2. Preliminary Design Documents: The Consultant shall furnish the City three (3) copies of the above preliminary design documents for review as set out in Exhibit A.
3. Probable Cost: The Consultant shall furnish the City an opinion of probable cost. The Consultant's opinions of probable project costs, if provided for herein, are to be made on the basis of Consultant's experience and qualifications. The Consultant cannot and does not guarantee that proposals, bids, or actual total project or construction costs will not vary from opinions of probable cost prepared by the Consultant. If the probable cost exceeds the amount budgeted for the project, the City may terminate this contract at the completion of this phase. The Consultant will be paid for all services provided to complete this phase. If directed by the City, the Consultant shall modify the drawings and specifications as necessary to achieve compliance with the budgeted construction cost and be compensated according to Exhibit B.

B. FINAL DESIGN PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Final Design Documents: The Consultant shall furnish the City the mylars and two (2) copies of the above final design plans as stated in Exhibit A. The Consultant shall also provide a digital copy of the plans as detailed in Exhibit D.

3. Contract Documents: The City standard contract documents shall be used and the Consultant will furnish all details or specifications that are unique for this particular project.

C. BIDDING PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Bids Exceeding Cost Estimate: If bids exceed the estimated cost, the City may discuss, with the Consultant and the lowest bidder, ways to reduce the cost. This discussion will be accomplished at no additional cost to the City.

D. CONSTRUCTION PHASE

1. Administration: It is understood that the City will provide in-house administration of the construction agreement; however, the Consultant shall consult with and advise the City and act as the City's representative when requested. The City does have the option to contract for construction administration and observation services by separate agreement.
2. Contract Interpretation: When requested by the City, the Consultant shall visit the site and issue necessary interpretations and clarifications of the contract documents. The Consultant shall provide such services at no cost to the city.

3. Additional Drawings: If during construction, situations arise which require additional drawings or details, or revision of the plan drawings or details, the Consultant agrees to provide such additional drawings or revisions at no cost to the City when such changes are required to correct Consultant's errors or omissions in the original design and preparation of construction drawings. If such situations occur through no fault of the Consultant, or are beyond his control, both parties agree to negotiate an equitable payment to the Consultant for his services rendered, which shall be accomplished through a change order.
4. Shop Drawings: The Consultant shall review and take appropriate action on contractor's shop drawings and samples, and the results of tests and inspections and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the contract documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto, unless an obvious deficiency exists wherein the Consultant should advise the City of such defect or deficiency so the same can be prevented.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: The Consultant shall assign only qualified personnel to perform any service concerning the project. At the time of execution of the agreement, the parties anticipate that the following individual will perform
Joe Caldwell, Project Manager
as the principal(s) on this project, Stan Meyers, Principal-In-Charge.
As principal on this project, this person shall be the primary contact with the City Engineer, or another person so designated, and shall have authority to bind the Consultant. So long as the individual named above remains actively employed or retained by the Consultant, he/she shall perform the function of principal on this project.
2. Independent Contractor: The Consultant is an independent contractor and as such is not an employee of the City.
3. Special Services: The Consultant may be called on to serve as a Consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this project. The Consultant shall not be paid extra by the City if the appearance is to defend their professional engineering services. If the Consultant is requested in writing by the City to appear as a witness, the Consultant will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit B.

4. Subsurface Borings and Material Testing: If tests additional to those provided in Exhibit A are requested by the City for design, the Consultant shall prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, shall be provided by the Consultant through other contractors. Payment to the Consultant will be negotiated in writing.
5. Service by and Payment to Others: Any work authorized in writing by the City and performed by a third party other than the Consultant, or their subconsultants in connection with the proposed project, shall be contracted for and paid for by the City directly to the third party or parties. Fees for extra work shall be subject to negotiation between the City and the third party. Fees shall be approved by the City prior to the execution of any extra work. Although the Consultant may assist the City in procuring such services of third parties, the Consultant shall in no way be liable to either the City or such third parties in any manner whatsoever for such services or for payment thereof.
6. Subcontracting of Service: The Consultant shall not subcontract or assign any of the architectural, engineering or consulting services to be performed under this Agreement without first obtaining the written approval of the City regarding the work to be subcontracted or assigned and the firm or person proposed to accomplish the work. Neither the City nor the Consultant shall

assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

7. Endorsement: The Consultant shall sign and seal all final plans, specifications, estimates and engineering data furnished by the Consultant. The Consultant warrants to the best of their knowledge, information and belief that their performance will be done in a professional manner. Any review or approval by the City of any documents prepared by the Consultant, including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of their responsibility for the accuracy. It is the Consultants responsibility to verify the existence of any and all rights-of-way and easements, including temporary construction easements that are necessary for the project. Rights-of-way and easements shown on the plans shall have proper legal verification to prove their existence.
8. Professional Responsibility: The Consultant will exercise reasonable skill, care and diligence in the performance of its services as is ordinarily possessed and exercised by a professional engineer.

9. Inspection of Documents: The Consultant shall maintain all project records for inspection by the City during the contract period and for three (3) years from the date of final payment.

SECTION IV - CITY OF LAWRENCE RESPONSIBILITIES

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Communication: The City shall provide to the Consultant information and criteria regarding the City's requirement for the project; examine and timely respond to the Consultant's submissions; and give notice to the Consultant, who shall respond promptly, whenever the City observes or otherwise becomes aware of any defect in the work.
2. Access: The City will provide access agreements for the Consultant to enter public and private property when necessary.
3. Duties: The City shall furnish and perform the various duties and services in all phases of the project which are outlined and designated in Exhibit A as the City's responsibility.
4. Program and Budget: The City shall provide full information stating the City's objectives, schedule, budget with reasonable contingencies, and necessary design criteria.
5. Consultants: The City may contract with "specialty" Consultants when such services are requested by the Consultant.

6. Testing: Any tests required to supplement the scope of services or tests required by law shall be furnished by the City.
7. Legal, Insurance, Audit: The City shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the project. The City shall furnish all bond forms required for the project.
8. Project Representative: The City Engineer, or the City Engineer's designee, shall represent the City in coordinating this project with the Consultant, with authority to transmit instructions and define policies and decisions of the City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: The City reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the Consultant, by providing written notice of such termination to the Consultant. Upon receipt of such notice from City, the Consultant shall, at City's option as contained in the notice: Immediately cease all work and meet with City to determine what work shall be required of the Consultant in order to bring the project to a reasonable termination in accordance with the request of the City. The Consultant shall also provide to the City digital and mylar copies of all drawings and documents completed or partially completed at the date of termination.

The Consultant is entitled to terminate this contract by providing thirty (30) days written notice.

2. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided, City shall compensate Consultant for all work completed to date prior to receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Default Termination: If the City shall terminate for cause or default on the part of the Consultant, the City shall compensate the Consultant for the reasonable cost of work completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all its rights and remedies against the Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither the Consultant, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the Consultant having been deprived of the opportunity to complete such documents and certify them as ready for construction.

B. DISPUTE RESOLUTION

City and the Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests provided, however, that notwithstanding any such dispute the Consultant shall proceed with the work as per this agreement as if no dispute existed.

C. OWNERSHIP OF ENGINEERING DOCUMENTS

All engineering documents prepared in connection with this project shall be the property of the Consultant, whether the project for which they are made is executed or not; however, the Consultant will provide the City a copy of all final documents, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are the Consultant's copyrighted instruments, and the Consultant, at their option, may so identify them by appropriate markings. Provided that the Consultant is paid in full for their services, then the City may reuse these final documents without any additional compensation. However, such reuse shall be for City use and the Consultant shall have no liability for City alteration to the documents.

D. INSURANCE

Unless otherwise specified, the City shall be shown as an additional insured on all applicable insurance policies except professional liability and worker's compensation. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. The City shall be given written thirty (30) days notice of any insurance policy cancellation.

1. Professional Liability: The Consultant shall maintain throughout the duration of this contract Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000), per claim and annual aggregate, and shall provide the City with certification attached to this Agreement.

2. Commercial General Liability:

Each Occurrence	\$500,000
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General Aggregate	\$500,000
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The policy must also include personal injury; products/completed operations; contractual liability and independent contractors.

3. Worker's Compensation: The Consultant shall retain Worker's Compensation Insurance in the statutory amounts.

4. Employer's Liability:

Bodily Injury by Accident	\$100,000	(each accident)
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Bodily Injury by Disease	\$500,000	(policy limit)
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Bodily Injury by Disease	\$100,000	(each employee)
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5. Automobile Insurance: The Consultant shall maintain a policy in the minimum amounts as required for general liability to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.
6. Industry Ratings: City will only accept coverage from an insurance carrier which offers proof that it:
 - a) Is licensed to do business in the State of Kansas;
 - b) Carries a Best's Policyholder rating of A or better; and
 - c) Carries at least a Class X financial rating; or is a company mutually agreed upon by the City and Consultant.
7. Subconsultant's Insurance: If a part of this agreement is to be sublet, the Consultant shall either:
 - a) Cover all subconsultants in its insurance policies; or
 - b) Require each subconsultant not so covered to secure insurance which will protect against all applicable hazards or risks of loss in the amount so designated.

Whichever option is chosen, the Consultant shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorney's fees, arising out of the negligent acts or omissions of its subconsultants.

E. INDEMNITY

1. Indemnify and Hold Harmless: For purposes of this agreement, the Consultant hereby agrees to indemnify and hold harmless the City, its employees and agents from any and all loss where loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Consultant, its affiliates, subsidiaries, employees, agents and subconsultants/assignees and their respective servants, agents and employees, in the performance of services pursuant to this Agreement.

It is agreed as a specific element of consideration of this contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however that the Consultant's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consultant is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Consultant, its affiliates, subsidiaries, or subconsultant/assignees, the indemnification obligation contained in this Agreement shall be limited to those losses caused by the negligence of the Consultant but shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consultant, its affiliates, subsidiaries, or subconsultant/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts, as allowed by law. The Consultant's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consultant is not responsible.

F. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

G. APPLICABLE LAW

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

H. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by either the Consultant or the City without the written consent of the other.

I. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

J. FEDERAL LOBBYING ACTIVITIES (Only applies to projects receiving federal funds via the City)

31 USCA Section 1352 requires all subgrantees, contractors, subconsultants and Consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the City Engineer and should be returned to the City with other final contract documents. It is the responsibility of the Consultant to obtain executed forms from any of its subconsultants who fall within the provision of the code and to provide the City with the same.

K. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City may terminate this Agreement without liability or may, in its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

L. COMPLIANCE WITH LAWS

Consultant shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to this project until the Engineering Services required by this Agreement are complete. Consultant shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of their obligations under this agreement.

M. TITLES, SUBHEADS AND CAPITALIATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

N. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

O. HAZARDOUS MATERIALS

The Consultant and the Consultant's subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal or exposure of persons to hazardous materials in any form at the project site.

P. EXECUTION OF CONTRACT

The parties hereto have caused this agreement to be executed in triplicate this _____ day of _____, _____.

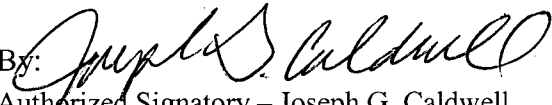
The Consultant agrees to comply with the provisions of K.S.A. 44-1030, in the Kansas Acts Against Discrimination, and Section 10-113 et seq. of the Code of the City of Lawrence, Kansas, Affirmative Action in Public Contracts.

CITY OF LAWRENCE, KANSAS

By: _____
City Manager

Bartlett & West, Inc.
(Name of Consultant Firm)

APPROVED AS TO FORM:

By: 
Authorized Signatory – Joseph G. Caldwell

Director of Legal Services

Vice President
Title

EXHIBIT A

SCOPE OF SERVICES

I. PROJECT LOCATION AND DESCRIPTION

1. Provide base survey for

Iowa Street from just north of Bob Billings Parkway/15th Street to just south of Harvard Road

II. SURVEY PHASE

1. Perform design survey as required to prepare plan and profile sheets. All surveys of the project must tie to two different section corners. The survey must have a linear closure of 1:15,000 as determined by the American Congress on Surveying and Mapping. All survey data must be provided to the city in digital format.
 - a) Provide topographical survey along Iowa Street within the limits described below. Limits of survey will be the north curb return at Iowa Street & Bob Billings Parkway/15th Street intersection and the south curb return at Iowa Street and Harvard Road.
 - i. The limits between Bob Billings Parkway/15th Street & Terrace Road are:
 1. West Side – a line that follows the east edge of the driveway that surrounds the church at the NW corner of the intersection of Iowa Street & BBP/15th Street for the church property and then the R/W line for the property at the SW corner of Iowa & Terrace. This does not include locating every tree within the R/W on the steep slope.
 2. East Side – Use the R/W line from the north curb return at Iowa Street & BBP/15th Street to the corner of the property located at about 32+90 Rt. as stationed in the proposal. From 32+90 Rt. to University Drive, use a line that parallels Iowa Street and goes out to the west edge of the buildings around Sta. 35+00 to Sta. 35+75.
 - ii. The limits between Terrace Road and Harvard Road are:
 1. Survey all elements located between the faces of the buildings abutting Iowa Street, including the face of the building.

- b) Provide topographical survey along all side streets along Iowa Street between Bob Billings Parkway/15th Street and Harvard Road. The survey will include topographical information along the side road to a point 300 feet from the centerline of the Iowa Street right-of-way.
 - c) Provide top of manhole and flowline information for all sanitary sewer and storm sewers located within the survey boundaries described in Tasks 1a and 1b.
 - d) Locate property pins as needed to define the right-of-way along Iowa Street and the sideroads within the survey boundaries described in Tasks 1a and 1b.
 - e) Tie the survey to two different section corners.
 - f) Draft base map, including contours, existing infrastructure, property lines, right-of-way, easements, and utilities.
 - g) Provide all survey data to the city in digital format in an AutoCAD dwg file.
 - h) This task does not include potholing any utilities. In addition, any surveying outside the limits described above will be considered an additional service.
2. Obtain information from utility companies who have facilities within the project limits. Utility companies shall be required to locate their facilities within the project limits. Include utility locations in survey data. Provide preliminary utility coordination. Line and depth are required for all underground utilities.
- a) Send & collect information by using the Utility Location Report form to utility companies located within the project limits described in Tasks 1a and 1b.
 - b) Locate all utilities within the boundaries described in Tasks 1a and 1b - depth will be based on assumptions provided by the utility company (except for sanitary and storm sewers)

- c) Request utility maps from utility companies.
- d) Send color coded utility map to the utility companies asking them to verify the locations and sizes, if applicable, of their facilities.

GENERAL

1. Consultant must notify the city of additional costs for service requested prior to performing the service. For example, if Consultant is asked to attend a meeting not included in the scope of service, the cost must be determined before attending.
2. Written notes from any meetings with state, federal, or other agencies will be provided to the city by the Consultant. These need not be "formal minutes" but notes on discussion topics and requirements imposed.
3. All documents must be provided in the current version of WordPerfect, or Microsoft Word, as designated by the city at the time of execution of this contract.
7. All drawings must be prepared on standard 22" x 34" bond sheets. Also final plans, field notes, and other pertinent project mapping records are to be provided to the city on digital format, as detailed in Exhibit D.

Iowa Street Reconstruction Project

EXHIBIT "B"

FEE SCHEDULE

1. Direct Payroll

A. Survey Phase

	Position/Title	Hourly Rate	Estimated Hours	Total
	Project Manager	51.67	4	206.68
	Project Engineer	38.33	8	306.64
	Survey Manager	35.00	8	280.00
	Surveyor	31.75	165	5,238.75
	Survey Technician	17.50	110	1,925.00
	Engineering Tech	28.33	40	1,133.20
	Administrator	23.00	4	92.00

Direct Labor for Survey Phase

\$9,182.27

2. General Overhead (Subtotal Direct Payroll X 2.00)

\$18,364.54

3. Direct Expenses

Item	Rate	Quantity	Total
GPS Equipment	\$25.00 per hour	100	2,500.00
Lidar Equipment	\$150.00 per hour	10	1,500.00
Total Station	\$10.00 per hour	60	600.00
Misc. Surveying Supplies	1 Lump Sum	189.69	189.69
Mileage (Truck)	\$0.58 per mile	825	478.50
Inkjet Plots (Color) (22" X 34")	\$5.00 per sheet	40	200.00
CAD Expense	\$7.00 per hour	80	560.00

Subtotal of Reimbursables

\$6,028.19

GRAND TOTAL(Direct Payroll+General Overhead+Direct Expenses)

\$33,575.00

EXHIBIT C
PROGRESS REPORTS

1. Status of Design

List each principal task and the percent complete.

2. Status of Right-of-way or Easement Descriptions

Describe the status of the legal descriptions needed for property on this project.

3. Tasks to be Performed in the Next Month

List each principal task which is anticipated to be started or completed next month.

4. Issues Which Need Direction from the City

List all items where further direction from the City is needed by the Consultant in order to complete the project within the time schedule detailed in this Agreement.

5. Issues Which May Present a Problem for Meeting the Time Schedule

List all issues or problems, regardless of who they involve, which may prevent a timely completion of the plans, or may create a problem during construction.

EXHIBIT D

CAD REQUIREMENTS

1. Project drawings shall be developed by the Consultant through the use of a Computer-Aided Drafting (CAD) System and made available to the City on a digital media, (see #3). However, due to the potential that the information set forth on the digital media can be modified by the City, or the City Consultant's, unintentionally or otherwise, the Consultant shall remove all indices of its ownership, professional corporation name, seal, and/or involvement from each digital display. For documentation purposes, two sets of an original digital media and two (11" x 17" size or larger) duplicate mylar sets will be prepared. One set will be given to the City and one set will be retained by the Consultant.
2. Software: AutoCAD (Version 14, preferred) .DWG or .DXF file format
*Note: Layer list for each project shall accompany the digital media.
3. Acceptable Digital Media: 3.5" diskette, cd, DAT, Zip disk, Jaz cartridge, DVD
**Note: Media will not be returned to Consultant.
4. Compression Utilities: If a compression utility is used, save file(s) as "self-extracting" file(s).
5. Ensure that all objects are on their proper layers.