

**CITY OF ZEARING, IOWA
SPECIAL MEETING
City Hall, 105 W. Main St.
NOVEMBER 29, 2022 @ 6:30 PM**

Call to order & Roll call

TENTATIVE AGENDA

1. NEW BUSINESS

- A. Approval of FY 22 SFR
- B. Bolten & Menk Scope and Fee for South Pearl Street Water Main

2. ADJOURNMENT



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Zearing

11/28/2022 2:41:15 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$19,854						\$19,854
Benefits - Roads/Streets		\$35,123					\$35,123
Building & Grounds Maint. & Repair	\$861						\$861
Vehicle & Office Equip Operation and Repair	\$3,229	\$1,001					\$4,230
Insurance	\$4,177						\$4,177
Street Maintenance Expense	\$157	\$3,041					\$3,198
Operating Supplies	\$4,679	\$366					\$5,045
Vehicles		\$3,000					\$3,000
Street Lighting	\$14,686						\$14,686
Snow Removal		\$2,435					\$2,435
Depreciation & Building Utilities	\$1,369						\$1,369
Total	\$49,012	\$44,966					\$93,978



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Zearing

11/28/2022 2:41:15 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$49,012		\$0	\$0			\$49,012
State Revenues - Road Use Taxes		\$73,636					\$73,636
Charges/fees						\$0	\$0
Total	\$49,012	\$73,636	\$0	\$0		\$0	\$122,648



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022
Zearing
11/28/2022 2:41:15 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Zearing

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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
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City Street Finance Report

Fiscal Year 2022

Zearing

11/28/2022 2:41:15 PM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Zearing

11/28/2022 2:41:15 PM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Beginning Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total Expenses (-)	\$49,012	\$44,966					\$93,978
Subtotal Revenues (+)	\$49,012	\$73,636	\$0	\$0		\$0	\$122,648
Ending Balance	\$0	\$28,670	\$0	\$0	\$0	\$0	\$28,670

Resolution Number:

Execution Date:

Signature:



**BOLTON
& MENK**

Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

November 21, 2022

Karen Davis
City of Zearing City Clerk
105 W Main Street
Zearing, Iowa 50278

RE: Engineering Services for the City of Zearing South Pearl Street Water Main Project

Dear Karen,

Bolton & Menk, Inc. is pleased to present a proposal to provide engineering services related to your upcoming work described above/for the proposed fee of \$21,600.00 in anticipation of a February 2023 bid letting to allow for construction to be complete in Spring/Summer of 2023.

We propose to perform the field work with survey staff in our Ames office. All work will be completed in Ames and managed by a licensed professional engineer.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs.

If you have any questions or comments please contact me at 515-233-6100 Ext. 3564 or email at eric.cowles@bolton-menk.com

Sincerely,
BOLTON & MENK, INC.

Eric Cowles, P.E.
Project Manager

Cc: Greg Broussard

SCOPE OF SERVICES

The following pages include a description of the tasks necessary to provide civil engineering services required for multiple asphalt overlays around the City of Zearing, Iowa. The project includes design services for all areas listed below:

South Pearl Street (Fremont Street to East Grant Street) – new water main and domestic water services.

East Grant Street (South Center Street to South Pearl Street) – new water main and domestic water services.

TASK 1 – DATA COLLECTION/TOPOGRAPHIC SURVEY:

Description: Bolton & Menk will complete a topographic survey of the proposed streets including the following items:

- Establish horizontal and vertical survey control, based on NAVD 88
- Ground contours (1 foot) and spot elevations; with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts.
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the right-of-ways
- Buildings (if any) and any other significant structures
 - Location of downspouts, rain leaders, stoops and steps
 - Exterior building lines will be shown on the survey at the point of intersection of the most exterior façade at the ground level
 - The building lines and corners will have a horizontal accuracy of ± 0.03 feet
 - Building addresses
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map
 - Trees with diameters under 6 inches will be located, but the diameter will not be included
 - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines)
- Utility Information
- Place an Iowa One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
 - Upon the completion of the initial design drawing Bolton & Menk will distribute a review copy to all the utility companies identified through the Iowa One Call process requesting review and comments; after comments are received, we will make appropriate revisions and provide a final CAD file and hard copy
- Storm Sewer, Watermain and Sanitary Sewer
 - Marked and/or visible structures and service lines
 - Intakes and Manholes
 - Hydrants
 - Water valves and curb stops
 - Structure inventories
 - Rim elevations
 - Pipe sizes
 - Pipe inverts and direction of flow
 - Natural Gas, Communication (Phone/Cable) and Electric
 - Meters, transformers, and pedestals
 - Marked and/or visible service lines
- Set two site benchmarks
- Any other significant topographic features visible to survey crew
- Coordination with City Staff for location of existing water services

TASK 2 – WATER MAIN DESIGN:

Subtask 3.1: Plan Preparation

Description: Complete preliminary and final plans. Major design components to include the following:

- Plan and profile view layout of all sub-surface improvements: aerial view, edges of pavement, known utilities and other notable features
- Miscellaneous plan sheets, including: Title sheet, tabulations, quantities, details, and other required information.

Final design and plans will conform to the requirements of the City of Zearing, SUDAS Specification requirements. Plans will be reviewed with City staff at the 50%, and 95% complete stages. The project Manual will be reviewed with the City staff at the 95% complete stage.

Deliverables

- Plans at 50% and 95% complete stages

TASK 3 – IOWA DNR PERMITTING:

Description: Preparation and submittal of the required Iowa DNR Water Supply Engineering Section, Construction Permit Application:

- Preparation of required forms, including but not limited to Schedule 1A, 1C, 2A and 2B
- Submittal of the Permit Application to the Iowa DNR

Deliverables

- Copies of the Application and the approved Permit.

TASK 4 – PROJECT BID LETTING:

Description: Provide the following services during the bidding phase:

- Prepare advertisement for bids and submit to the City Clerk for publications
- Provide copies of the contract/bidding documents
- Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required
- Attend Bid Opening with City Staff
- Review Bids and prepare bid tabulation
- Prepare letter of recommendation for award
- Attend Preconstruction Meeting

Deliverables

- Notes from bidder conversations
- Addenda (if issued)
- Bid Tabulation
- Letter of Recommendation

ADDITIONAL SERVICES

Consulting services performed other than those authorized under Tasks 1-4. shall not be considered part of the Basic Services and may be authorized by the Client as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Construction administration
2. Construction observation
3. Construction staking
4. All other services not specifically identified in the Proposal.

FEES

Bolton & Menk, Inc's proposed fee for the described Scope of Services is as follows:

Scope of Services	
TASK	PRICE
1 Survey	\$ 6,072.00
2 Water Main Design	\$ 10,545.00
3 DNR Permitting	\$ 1,134.00
4 Bidding Services	\$ 3,849.00
Total	\$ 21,600.00

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey equipment, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

This scope of work will be completed and invoiced monthly at Standard Hourly Rates with an **hourly not to exceed estimated fee listed above**. Any changes to the area encompassed by the site plan (on-site or off-site) initiated by the Owner or developer after initial submittal to the City may require an additional fee. Any plan updates or revisions after receiving City of Zearing approved plans will require an additional fee.

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered.

Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

Permit fees are not included in this proposal. Fees may be paid either by the City or by Bolton & Menk. Should the City opt for Bolton & Menk, Inc. to pay the fee, a 10% overhead amount to the fee will be applied.

Items provided by the Client

- Access to the site as needed
- **Assistance with domestic water service locations**

SCHEDULE

Bolton & Menk, Inc. has the staff to deliver bidding documents to the City in anticipation of a February 2023 bid letting.

2023 SCHEDULE OF FEES

The following fee schedule is based upon

competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2022. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Principal	\$220-295/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$150-235
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-225
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$130-250
Project Engineer/Surveyor/Planner/Landscape Architect	\$100-195
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$85-195
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$90-180
Senior Technician (Inc. Construction, GIS, Survey ¹)	\$100-190
Technician (Inc. Construction, GIS, Survey ¹)	\$80-165
Administrative/Corporate Specialists	\$60-140
Structural/Electrical/Mechanical/Architect	\$120-295
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

AGREEMENT FOR PROFESSIONAL SERVICES

SOUTH PEARL STREET WATER MAIN IMPROVEMENTS

CITY OF ZEARING and BOLTON & MENK, INC.

This Agreement, made this _____ day of _____, 2022 by and between the CITY OF ZEARING, 105 W MAIN STREET, ZEARING, IOWA 50278, ("CLIENT"), and BOLTON & MENK, INC., 1519 BALTIMORE DRIVE, AMES, IOWA 50010, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with South Pearl Street Water Main Improvements (On South Pearl Street from Freemont Street to East Grant Street AND on East Grant Street from South Center Street to South Pearl Street) ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the

SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.

- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit A Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services. Total cost of services shall not exceed \$21,600.00 without the prior consent of CLIENT.
2. Additional services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the Not-to-Exceed Fee on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.
3. The attached Schedule of Fees shall apply for services provided through December 31, 2023. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the fees rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3.A.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.

2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT or its duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION 4 - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall

include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT'S liability insurance policies.

3. General Liability of CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT'S corporate entity.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. HAZARDOUS MATERIALS

1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.
 - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

L. TERMINATION

1. For Cause: This Agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
 - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
4. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

N. CONTINGENT FEE

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 a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES


THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: _____

CONSULTANT: Bolton & Menk, Inc.

Signature



Signature

Printed Name

Greg Broussard

Printed Name

Date

11/21/22

Date

Attachments:
Exhibit A Basic Services

(Remainder of this page intentionally left blank)

Exhibit A

Basic Services

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

Bolton and Menk agrees to provide civil engineering services to complete the water main design and, DNR Permitting for the South Pearl Street Water Main Improvements (On South Pearl Street from Fremont Street to East Grant Street AND on East Grant Street from South Center Street to South Pearl Street)

The basic improvements anticipated as part of this Agreement include replacement of existing water main, and domestic water services.

I.A. BASIC SERVICES

TASK 1 – DATA COLLECTION/TOPOGRAPHIC SURVEY:

Description: Bolton & Menk will complete a topographic survey of the proposed streets including the following items:

- Establish horizontal and vertical survey control, based on NAVD 88
- Ground contours (1 foot) and spot elevations; with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts.
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the right-of-ways
- Buildings (if any) and any other significant structures
 - Location of downspouts, rain leaders, stoops and steps
 - Exterior building lines will be shown on the survey at the point of intersection of the most exterior façade at the ground level
 - The building lines and corners will have a horizontal accuracy of ± 0.03 feet
 - Building addresses
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map
 - Trees with diameters under 6 inches will be located, but the diameter will not be included
 - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines)
- Utility Information
- Place an Iowa One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
 - Upon the completion of the initial design drawing Bolton & Menk will distribute a review copy to all the utility companies identified through the Iowa One Call process requesting review and comments; after comments are received, we will make appropriate revisions and provide a final CAD file and hard copy
- Storm Sewer, Watermain and Sanitary Sewer
 - Marked and/or visible structures and service lines
 - Intakes and Manholes

- Hydrants
 - Water valves and curb stops
 - Structure inventories
 - Rim elevations
 - Pipe sizes
 - Pipe inverts and direction of flow
 - Natural Gas, Communication (Phone/Cable) and Electric
 - Meters, transformers, and pedestals
 - Marked and/or visible service lines
- Set two site benchmarks
- Any other significant topographic features visible to survey crew
- Coordination with City Staff for location of existing water services

TASK 2 – WATER MAIN DESIGN:

Description: Complete preliminary and final plans. Major design components to include the following:

- Plan and profile view layout of all sub-surface improvements: aerial view, edges of pavement, known utilities and other notable features
- Miscellaneous plan sheets, including: Title sheet, tabulations, quantities, details, and other required information.

Final design and plans will conform to the requirements of the City of Zearing, SUDAS Specification requirements. Plans will be reviewed with City staff at the 50%, and 95% complete stages. The project Manual will be reviewed with the City staff at the 95% complete stage.

Deliverables

- Plans at 50% and 95% complete stages

TASK 3 – IOWA DNR PERMITTING:

Description: Preparation and submittal of the required Iowa DNR Water Supply Engineering Section, Construction Permit Application:

- Preparation of required forms, including but not limited to, Schedule 1A, 1C, 2A and 2B
- Submittal of the Permit Application to the Iowa DNR

Deliverables

- Copies of the Application and the approved Permit.

TASK 4 – PROJECT BID LETTING:

Description: Provide the following services during the bidding phase:

- Prepare advertisement for bids and submit to the City Clerk for publications
- Provide copies of the contract/bidding documents
- Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required

- Attend Bid Opening with City Staff
- Review Bids and prepare bid tabulation
- Prepare letter of recommendation for award
- Attend Preconstruction Meeting

Deliverables

- Notes from bidder conversations
- Addenda (if issued)
- Bid Tabulation
- Letter of Recommendation

ADDITIONAL SERVICES

Consulting services performed other than those authorized under Tasks 1-4. shall not be considered part of the Basic Services and may be authorized by the Client as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Construction administration
2. Construction observation
3. Construction staking
4. All other services not specifically identified in the Proposal.

FEES

Bolton & Menk, Inc's proposed fee for the described Scope of Services is as follows:

Scope of Services		
TASK		PRICE
1	Survey	\$ 6,072.00
2	Water Main Design	\$ 10,545.00
3	DNR Permitting	\$ 1,134.00
4	Bidding Services	\$ 3,849.00
Total		\$ 21,600.00

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey equipment, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

This scope of work will be completed and invoiced monthly at Standard Hourly Rates with an **hourly not to exceed estimated fee listed above**. Any changes to the area encompassed by the site plan (on-site or off-site) initiated by the Owner or developer after initial submittal to the City may require an additional

fee. Any plan updates or revisions after receiving City of Zearing approved plans will require an additional fee.

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered.

Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

Items provided by the Client

- Assistance with domestic water service locations
- Access to the site as needed.

SCHEDULE

Bolton & Menk, Inc. has the staff to deliver bidding documents to the City in anticipation of a February 2023 bid letting.

Schedule of Rates

Employee Classification	Hourly Billing Rates
Senior Principal	\$230-290/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$150-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$130-220
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$130-215
Project Engineer/Surveyor/Planner/Landscape Architect	\$70-185
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$90-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-175
Senior Technician (Inc. Construction, GIS, Survey¹)	\$90-180
Technician (Inc. Construction, GIS, Survey¹)	\$65-160
Administrative/Corporate Specialists	\$60-140
Structural/Electrical/Mechanical/Architect	\$120-175
GIS/Robotic Survey Equipment	NO CHARGE
GIS/Computer Lease	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes/Equipment	NO CHARGE
Utilities	NO CHARGE

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