

AGREEMENT FOR PROFESSIONAL SERVICES IA

MAIN STREET RECONSTRUCTION

CITY OF MARSHALLTOWN and BOLTON & MENK, INC.

This Agreement, made this 15th day of November, 2022, by and between City of Marshalltown, 24 N. Center St, Marshalltown, IA 50158, (“CLIENT”), and BOLTON & MENK, INC., 1519 Baltimore Dr, Ames, IA 50010, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with Downtown Street Reconstruction phase 2. This project includes the reconstruction of Main Street from Center St to 3rd Ave and the reconstruction of Center St from State Street to Church 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.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services. Total cost of services shall not exceed \$ 653,938.00 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 a written estimate of additional cost, prior to written 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: City of Marshalltown

CONSULTANT: Bolton & Menk, Inc.



Signature



Signature

Joel Greer

Printed Name

Matt Ferrier

Printed Name

11/15/2022

Date

11/10/2022

Date

Address for giving notice:

Address for giving notice:

24 North Center Street

1519 Baltimore Dr

Marshalltown, IA 50158

Ames, IA 50010

CLIENT's Representative with authority for ordering engineering services and transmitting instructions:

Heather Thomas, P.E.

- Attachments:
Exhibit A Basic Services (scope and deliverable documents)
Exhibit B Schedule of Fees (hourly rates table)

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EXHIBIT A

CONSULTANT'S SERVICES

MAIN STREET RECONSTRUCTION

CITY OF MARSHALLTOWN

November 9, 2022

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide Survey, Civil Engineering and Landscape Architecture services required for the Main Street Reconstruction Project.

The project extents include full reconstruction of corridor improvements for Main Street between Center Street and 3rd Avenue and for Center Street from State Street to Church Street. This project will include the following:

- Complete reconstruction of the existing street and sidewalk surface. It is anticipated that the final streetscape plan may include changing the current lane configuration, boulevard landscaping where permitted, decorative hardscape treatments, and decorative sidewalk treatments at critical intersections.
- Complete reconstruction of the underground storm sewer and watermain
- Provide streetscaping elements including: sidewalk/shared use paths, street trees and/or plantings, special intersection treatments, site furnishings, and wayfinding signage/monumentation including monuments at the intersection of Main Street and Center, Main Street and 1st Avenue and Main Street and 3rd Avenue.
- Promote sustainable design practices for the proposed corridor design
- Coordinate with Marshalltown Water Works for watermain reconstruction/relocation as part of the project.
- Coordinate with Alliant energy for electrical or gas reconstruction/relocation as part of the project for electrical and gas services.
- Coordination with other private utility companies located along the project corridor
- Communication with property/business owners in collaboration with CLIENT staff and the Central Business District.
- Lane configuration at 3rd Avenue will remain the same as existing conditions. No improvements to the existing signals are anticipated.
- Existing roadway lighted is to remain in place, wherever practical. Certain instances may require removal and replacement of lighting units and footings due to conflicts with proposed design.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

TASK 1: PROJECT INITIATION AND PROJECT MANAGEMENT

- A. CONSULTANT will facilitate a project kick-off meeting with CLIENT staff to accomplish the following:
 - Review and confirm the scope of the project
 - Review available information relative to the project
 - Review and discuss specific infrastructure issues and CLIENT'S current design standards as they relate to the proposed improvements on this project
 - Review and verify project schedules
 - Conduct a field review of project area by CONSULTANT and CLIENT representatives
- B. Up to fifteen (15) In-person and 10 virtual meetings will be held with the CONSULTANT and the CLIENT after the initial kickoff meeting. These meetings will discuss findings, issues, schedule, and project progress.
- C. CONSULTANT will provide project and contract administration services throughout the duration of the project.
- D. CONSULTANT will facilitate project communication between CONSULTANT and CLIENT throughout the duration of the project. (Including distributing meeting minutes in a timely manner).

TASK 2: PUBLIC INVOLVEMENT AND STAKEHOLDER INPUT

Subtask 2.1: Stakeholder and Public Informational Meetings

1. CONSULTANT will organize and conduct up to three (3) business/property owner meetings to directly communicate with these individuals who will be directly impacted by the project. These meetings take place early in the design process (approx. 30% design phase) to discuss the scope of the project, considerations for deliveries and other impacts/opportunities expected with the project. It is assumed that multiple stakeholders from the Central Business District community may attend the same meeting. The CLIENT, along with the Central Business District representatives, will assist the CONSULTANT in creating a list of meeting participants.
2. CONSULTANT will organize and conduct one (1) public informational meeting and one (1) City Council workshop session during the development of the project as follows:
 - a. Public Informational Meeting – This meeting will take place near the completion of preliminary design to inform the community on the general design direction for the project and collect input influencing final design. CONSULTANT will allow the community an opportunity to react to the various design options and verify the design direction.
 - b. City Council Workshop Session – Near final design, the CONSULTANT will lead a Council workshop session to inform City Council on the direction of the project and confirm the progress to date aligns with the City's expectation for the project.
3. Specific property/business owners may require a more in-depth conversation to address specific issues/concerns, outside of a larger format meeting. CONSULTANT will conduct

up to ten (10) “kitchen table” style meetings with those individuals. This is intended to provide a personal approach to addressing specific needs/concerns of those individuals directly impacted by the project.

Subtask 2.2: Project Communications

4. CONSULTANT will assist the CLIENT in deploying various digital and printed communication tools throughout the design project. Utilizing the right tools at the right time will allow people to learn before providing their input. Our team has outlined some tools we would recommend for coordination, promotion, education, and conversation. These strategies will ultimately work together to create a strong and successful project campaign.

Sign-Up Genius

CONSULTANT will utilize Sign-Up Genius to schedule basement/property inspections along the corridor, assist in meeting facilitation and documentation of the inspections. The CLIENT will attend all meetings with the CONSULTANT.

Sidewalk decal and signage (Optional Task upon City Authorization. \$2,700)

Project signage will allow people to discover while walking through the project area. These eye-catching displays will generate interest and discussion about the project for people who are simply visiting or passing through the area. These will be placed at key intersections and businesses along the project corridor.

Subtask 2.3: Civil/Emergency Services Coordination Meeting

CONSULTANT will organize and conduct a coordination meeting with representatives from the police department, sheriff’s department (as needed), fire department, ambulance service, refuse/recycling providers, postal service and other service providers that may be impacted by the proposed improvements or construction activities. The purpose of this meeting is to identify and discuss any issues that need to be addressed in the project design or construction staging such that provisions are made to maintain adequate services during and after construction.

TASK 3: DATA COLLECTION

Subtask 3.1: Topographic Survey

Bolton & Menk will perform a topographic survey for the proposed project including the following tasks.

- Establish horizontal and vertical survey control, based on Iowa Regional coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 25-ft grid 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)
- Researching through City, County and State records to review surveys of record pertaining to the survey corridor, including County Auditor’s Subdivisions Plats, irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

- This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating sections corners, property pins and visible lines of occupation such as fences.
- 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
 - Interior finished floor elevations will be obtained to a vertical accuracy of ± 0.01 feet at designated locations
 - 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

Deliverable:

Certified topographic survey drawing will be submitted in an electronic (Civil3D20121file) and hard copy format. The CAD file will include a surface model (XML file) and contours of existing ground.

Subtask 3.2: Corridor 360 photography

Bolton & Menk will collect 360 degree photography for the entire project limits for use during the design phase of the project.

TASK 4: BASEMENT INVESTIGATIONS

Subtask 4.1 – Basement Investigations

The Consultant and City staff will investigate existing basements of adjacent properties. It's estimated that 40 of the 45 buildings will have basements that require inspection along the corridor. Each basement inspection will include the following items.

- Documentation of the existing basement wall conditions
- Documentation of any visible utilities in the basement.
- If more than 40 properties have basements that need to be inspected each inspection will be an additional fee negotiated with the City prior to completed the work.

Subtask 4.2 – Basement Investigations

The Consultant, utilizing the SUBCONSULTANT (Structural Engineers P.C.) along with Consultant staff and City staff, will investigate existing basements of adjacent properties that extend beyond the building face into the ROW. It's estimated that up to 10 of the 45 individual properties along the corridor will have basements that need to be inspected. Each basement inspection will include the following items.

- Documentation of the existing basement wall conditions
- Documentation and measurement of any portion of the basement that extend beyond the building face including full and partial projection and coal shoots.
- Documentation of any visible utilities in the basement.
- If more than 10 properties have basements that need to be inspected each inspection will be an additional fee negotiated with the City prior to completed the work.

Subtask 4.2 – Basement/Vault Design

The SUBCONSULTANT (Structural Engineers P.C.) shall develop designs to address any basements that extend beyond the property line including the following items.

- For fee purposes it's estimated that up to 10 buildings will need a basement designed to be completed.
- Each building will have a drawing/detail developed to address the basement projection.
- If more than 10 properties have basements that need a construction design completed an additional fee negotiated with the City prior to completed the work.

TASK 5: GEOTECHNICAL INVESTIGATION

A. Coordination of Geotechnical Subconsultant, Construction Materials Testing (CMT), for Drilling: The CONSULTANT will provide Geotechnical Subconsultant with coordinates for the locations of borings before the drilling work and SUBCONSULTANT will coordinate with the Geotechnical Subconsultant during drilling regarding adjustments to the boring locations and sampling procedures so that the completed work provides sufficient geotechnical data for use by SUBCONSULTANT.

B. Development of Soil Design Parameters. The SUBCONSULTANT will develop soil design

parameters for use in numerical analyses.

- C. Preparation of Geotechnical Report. The SUBCONSULTANT will prepare a draft geotechnical report summarizing results of field exploration and laboratory testing programs, boring logs, lab test data, subgrade evaluations, pavement section design and soil infiltration rates. This task will include effort to incorporate geotechnical analysis and recommendations into roadway, drainage, and water main elements
- D. Geotechnical Analyses for Roadway. The SUBCONSULTANT will perform geotechnical analyses for evaluation of the following considerations:
- Evaluation of subgrade stabilization alternatives as needed.
 - Vehicular pavement section design using SUDAS guidance (assumes no pervious pavement design).
 - Determination of infiltration rate for design of stormwater infiltration features based on guidance from the Iowa Storm Water Management Manual.

TASK 6 – ENVIRONMENTAL/CONTAMINATED SITES REVIEW

The SUBCONSULTANT (Impact7G) will conduct a Contaminated Site Review for the proposed reconstruction project. The initial part of the Contaminated Site Review will be a document review of the project area to determine the site history. Documents reviewed will include previous ESAs, DNR records, Sanborn maps, and city directories, if available, to search for potential locations of monitoring wells, contaminated soils, and underground storage tanks at the in the project vicinity. Reports will also be ordered from a federal and state database “records review” information provider. These reports will provide an up-to-date regulatory status of the site and map risk sites in the vicinity of the property.

Where available, interviews will be conducted with the Fire Marshall, City and/or county health department officials to compile information regarding past and current environmental conditions. A visit will be made to the project area to investigate any or all of the following, as required:

- Location of any known aboveground or underground fuel or bulk chemical storage tanks.
- On-site waste disposal practices.
- Evidence of unreported or unpermitted activities that are presently covered under local, state, or federal regulations.
- Location and description of existing structures.
- Photographs of selected areas.
- Use and management of hazardous and petroleum material.
- On-site presence of PCB-containing equipment.
- Location of buried septic systems, cesspool, evaporation pond, or other waste treatment units.
- Location of existing monitoring wells, drinking water wells, stock wells, and irrigation wells.
- Evidence of vegetative distress, soil discoloration, surface subsidence, or other environmental damage, if seasonal conditions permit such observations.
- Conduct an inspection of surrounding area.
- Identify possible sampling/analytical needs for Phase II assessment.

TASK 7 – STORM WATER ANALYSIS

Subtask 7.1 Kickoff Meeting

This task includes facilitating a Kick-Off Meeting with City staff to accomplish the following:

- Review and confirm the scope and nature of the plan
- Determine goals of the City
- Review any known problems/issues within the project corridor storm sewer system

Items Provided By City: City staff to share field data, as-builts, mapping, GIS data and other project specific items.

Subtask 7.2 Data Collection and Mapping

This task includes collecting all publicly available GIS data and processing it to support the hydraulic modeling.

It is assumed that the City's existing GIS data includes storm sewer infrastructure data of sufficient accuracy to serve as a basis of the study. GIS data should be provided to the Consultant at the beginning of the project. Bolton & Menk will review and process the provided GIS data to support model efforts. Further, Bolton & Menk will acquire LiDAR data and hydro-condition it to serve as a basis for watershed delineation.

This task does not include on-site data acquisition, such as topographic survey or site visits/observations.

Subtask 7.3 Evaluate Proposed Storm Sewer and Outlet Options

The consultant will evaluate the proposed storm sewer needs for the current project and future downtown projects. The evaluation will include the following items.

- Determine preliminary storm water needs for future downtown project including preliminary pipe sizing and estimated depth.
- Proposed storm sewer locations will be based on existing storm locations and input from City Staff.
- The consultant will evaluate potential outlet locations for proposed storm sewer for future downtown projects.
- Evaluation of outlet alternatives and tie in locations depending on proposed sizes and depths.
- No hydraulic modeling of the existing storm sewer will be completed as part of this task.
- Outlet analysis will be completed based on pipe size and depth and does not include hydraulic modeling.

Subtask 7.3.1 Prepare Cost Estimates

Description: A cost estimate will be prepared for each outlet alternative project.

TASK 8 – PRELIMINARY DESIGN

Subtask 8.1 Utility Coordination

- A. During the field data collection phase, the CONSULTANT will complete an Iowa One Call to identify the utilities within the project corridor. The CONSULTANT will attend up to two (2) in-person utility coordination meetings with affected utilities to review the proposed construction and identify conflicts and required relocation. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems (30% design) and the second will be final design review and coordination meeting (90% design).
- B. Utility coordination will be discussed again at the preconstruction meeting. Additionally, the CONSULTANT will prepare for and conduct up to three (3) conference calls with affected utilities. It is understood that existing utility locations will be taken from as constructed information or as marked in the field and that there will be no excavation for location as part of this scope of services.
- C. The CONSULTANT will prepare public utility tabulations, existing conditions mapping, and project public utility removal plans for inclusion in the construction documents. Locations of identified existing public utilities will be tabulated and anticipated impacts between each of the utilities and the proposed improvements will be summarized.

Subtask 8.2 – Water Main Design

- A. Water Main Coordination: The CONSULTANT will coordinate with Marshalltown Water Works for the water main design along the project limits. The CONSULTANT will organize up to 2 (2) in-person meeting with Marshalltown Water Works for design meetings and up to two (2) conference calls with Marshalltown Water Works.
- B. Watermain Design. The CONSULTANT will complete the detailed design for watermain improvements. It is assumed that all the watermain to be replaced will be sized as directed by Marshalltown Water Works and that no water modeling or sizing is included in the scope of this contract. This task includes preparation of the following items:
 - 1. Removal plans and tabulations
 - 2. Review and analysis of historical maps provided by Marshalltown Water Works
 - 3. Development of horizontal and vertical placement for water main.
 - 4. Plan and profile sheets (1"=20' scale full-size) for watermain improvements
 - 5. Water Service replacements for existing services
 - 6. Design of new fire protection lines for existing buildings.
 - 7. Construction and special structure details
 - 8. Special Provisions specifications, as necessary
- C. CONSULTANT will be responsible for drafting tie-in details and outlining a construction staging sequence for construction, valve operation, in/out of service schedule.
- D. Watermain Permitting. The CONSULTANT will complete and submit the Iowa DNR permit for the Watermain.

Subtask 8.3 – Preliminary Design

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project.

During preliminary design, the CONSULTANT will review the conceptual design developed in the Downtown Implementation Plan and review lane configuration, traffic flow and intersection geometries with CLIENT. Once the corridor geometrics are approved, the CONSULTANT will then proceed with final design and documentation.

The preliminary plans will include but not limited to the following task:

Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.

Preliminary Typical Cross Sections and Details (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements.

Preliminary Estimate of Quantities (C Sheets)

This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.

Preliminary Plan and Profiles (D and E Sheets)

This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the survey location centerline. Proposed Right-of-Way and Construction Easement limits based on grading/impact limits lines will be shown. Included will include the necessary CAD work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=20'.

Preliminary ROW Sheets (H Sheets)

This task consists of a development of the existing ROW through the project and showing preliminary easement needs. The scale of these sheet will be 1"=20'

The consultant shall provide the City a list of properties with easement/right of entry needs that accompany the H Sheets. The easement/right of entry needs will be established with the preliminary design phase to allow City staff time to meet with property owners and obtain the necessary approvals prior to bidding.

Preliminary Traffic Control and Staging (J Sheets)

Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. For estimating purposes, it is assumed that the roadway will be closed during construction and a single detour plan will be implemented.

The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

Preliminary Intersection Geometrics (L Sheets)

Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections. The scale of these plans sheets will be 1"=20'.

Preliminary Storm Drainage Design (M Sheets)

Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical profiles are not developed as part of this task. The scale of these plans sheets will be 1"=20'.

Preliminary Sanitary Sewer Design (M Sheets)

No Sanitary Sewer is anticipated to be included as part of this project.

Preliminary Water Main Design (M Sheets)

Preliminary water main design layout including water mains and services based on proposed improvements and existing conditions. Identify staging/order of construction to ensure all services remain active as much as possible. Vertical profiles are not developed as part of this task. The scale of these plan sheets will be 1"=20'.

Preliminary Removal Plans (R Sheets)

This item consists of preliminary design and drafting of proposed improvements and removals.

Preliminary Curb Ramp Design (S Sheets)

Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Preliminary Streetscape Design (T Sheets) – Develop preliminary streetscape plans showing proposed paver locations and streetscape amenities. The scale of these plans will be 1" = 20'

Preliminary Cross Sections (W & X Sheets)

This task consists of design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Subtask 8.4 – Preliminary Opinion of Probable Construction Cost

The Consultant shall prepare a preliminary Opinion of Probable Construction Cost for the Project

TASK 9 – FINAL DESIGN

Based upon approved preliminary design, field exam, and public informational meeting, the Consultant subsequently proceed with final design, contract drawings, specifications and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

Subtask 9.1 Final Plans

The Consultant shall provide the City with the following deliverables:

Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.

Final Typical Cross Sections and Details (B Sheets)

This task consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Estimate of Quantities (C Sheets)

This task consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

Final Plan and Profiles (D and E Sheets)

This item consists of the final design and drafting of roadway plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements. This task also consists of the final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies at the time of design.

Final Erosion Control and Surface Restoration (CE Sheets)

This item includes the final design and drafting of erosion control measures and surface restoration to be provided on the Project.

Final Reference Plans (G Sheets)

This item consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

Final ROW Sheets (H Sheets)

This task consists of a documenting the existing ROW through the project and showing final easement for the project. The scale of these sheet will be 1"=20'. This task does not include obtaining any easement/right of entry permits. City staff shall be responsible for obtaining all recommended easements.

Final Traffic Control, Staging and Pavement Markings (J Sheets)

This item consists of final design and drafting of the traffic control, staging and permanent pavement marking plans.

The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

Final Intersection Geometrics (L Sheets)

This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non-typical pavements areas.

Final Storm Drainage Design (M Sheets)

This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes and other storm drainage related facilities for the Project.

Final Sanitary Sewer Design (MWM Sheets)

No Sanitary sewer is anticipated as part of this project.

Final Water Main Design (MWM Sheets)

This item consists of final design and drafting of proposed improvements, water main profile, hydrant and valve locations. The design will be coordinated with Marshalltown Water Works.

Final pavement marking plans (N Sheets)

This item consists of final design and drafting of pavement markings for the Project.

Final Lighting Plans (P Sheets) – Task not used

Final Removal Plans (R Sheets)

This item consists of final design and drafting of proposed improvements and removals.

Final Curb Ramp Design (S Sheets)

Develop final curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Final ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Final Streetscape Design (T Sheets)– Final streetscape plans shall be developed and shall include special paving layout and details, monument signage, landscaping, and special design details.

Final Design Cross Sections (W & X Sheets)

This task consists of final design and drafting individual cross sections for the project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross-sections included as necessary.

Subtask 9.2 Project Manual

This task consists of providing a Project Manual for the Project, including Notice of Hearing and Letting, Instruction to Bidders, Bid Forms, Bond Forms, Agreement Forms, General Conditions of the Construction Contract, Supplementary General Conditions, and Detailed Construction Specification

Subtask 9.3 Final Opinion of Probable Construction Cost

The Consultant shall prepare a final Opinion of Probable Construction Cost for the Project.

Subtask 9.4 Final Design Meeting

It is estimated that the Consultant's staff will attend one (1) meeting with the City, and others to review progress, assist in decision-making, and receive direction from the City. This meeting will be held after a final review of the plans by the City of Marshalltown and all effected utilities in the corridor. Plan revisions will be completed based on review comments.

Subtask 9.5 Final Permitting

The Consultant shall obtain the following permits for the project.

- IDNR Watermain Permit
- IDNR NPDES Permit

TASK 10 – BIDDING

The Consultant will coordinate and manage the bid letting process for the project. For estimating purpose, one (1) letting has been included as part of this task. The work task to be performed or coordinated by the Consultant shall include the following.

Subtask 10.1 Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that ten (10) half-sized (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes the dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Subtask 10.2 Advertisement/Notice of Project

The Consultant shall prepare the formal Notice of Hearing and Letting. The City shall post the Notice of Letting. The City shall handle publication of the Notice of Hearing. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

Subtask 10.3 Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Subtask 10.4 Letting, Bid Tabulations, and Award Recommendation

The Consultant shall have a representative present when opening the bids and proposals, shall make tabulations of the bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract document.

II. HOURLY RATE SERVICES

Upon request, the following services shall be provided at CONSULTANT's standard hourly rate and a fee estimate shall be developed and mutually agreed upon prior to commencement of work, for each of the following services:

- A. FUNDING ASSISTANCE. Throughout the project, our team will consider future funding opportunities to leverage project resources. This task allows our team to provide assistance or leadership to the city in identifying and pursuing funding opportunities as requested. CONSULTANT will develop a funding matrix of potential grant sources and maintain a funding plan that will aid in the development of commitments and identification of the possibilities to close the funding gaps.
- B. REMONUMENTATION. Replacing lost or obliterated government survey corners or property corners along the project route.
- C. CONSTRUCTION STAKING.
- D. ADDITIONAL PROPERTY OR RIGHT OF WAY ACQUISITION SERVICES. Includes additional property or right of way acquisition services beyond those included in the Basic Services, including: Preparation of easement agreements, preparation of right-of-way plats, assistance with eminent domain proceedings, court preparation and testimony.
- E. ENVIRONMENTAL SERVICES. Environmental services associated with asbestos investigations and mitigation, hazardous materials leaks and contaminated soils beyond the initial report provided by Impact7G.
- F. All other services not specifically identified in Tasks 1 through 10.

III. PROPOSED SCHEDULE

The anticipated project schedule is as follows:

- Topographic Survey: November – December 2022
- 30% Design Review: April 2023
- 60% Design Review: August 2023
- 95% Design Review: October 2023
- Bidding Phase: December 2023

IV. ESTIMATED FEES:

Scope of Services		
	TASK	PRICE
1	Project Initiation and Project Management	\$ 102,368.00
2	Public Involvement and Stakeholder Input	\$ 38,239.00
3	Data Collection	\$ 35,140.00
4	Basement Investigations	\$ 40,180.00
5	Geotechnical Investigation	\$ 9,000.00
6	Environmental/Contaminated sites review	\$ 9,700.00
7	Storm Water Analysis	\$ 18,455.00
8	Preliminary Design	\$ 160,308.00
9	Final Design	\$ 233,346.00
10	Bidding	\$ 7,202.00
Total		\$ 653,938.00

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 Project Manager	\$175-285
Project Manager	\$140-190
Senior Project Engineer	\$145-185
Project Engineer	\$126-170
Design Engineer	\$110-150
Graduate Engineer	\$110-145
Senior Planner	\$150-192
Planner	\$110-156
Senior Landscape Architect	\$150-170
Landscape Architect	\$118-142
Landscape Designer	\$85-112
Licensed Project Surveyor	\$160-192
Graduate Surveyor	\$126-165
Survey Technician	\$85-165
Senior Technician	\$105-169
Technician	\$85-146
Specialist*	\$90-180
Practice Expert**	\$180-290
Senior Principal	\$198-235
Principal	\$158-225
Administrative/Corporate Specialists	\$65-120
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.

*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline.