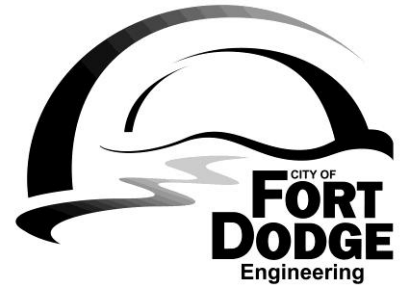


June 17, 2014

To: Mayor Bemrich and City Council
From: David Fierke, City Manager
Subject: Kenyon Road Embankment Connection
Approve McClure Engineering Contract



ACTION: For vote Monday, June 23, 2014

Brief History

Numerous trails have been built in cooperation with Webster County under a Vision Iowa Grant. The project included 15 separate projects throughout the community. Only 4 of the 15 remain to be completed and only 1 project has not been started. In May, Staff attended the Vision Iowa Board meeting in Des Moines. Staff asked for an extension to the Vision Iowa Grant contract (see attached letter) from June 30, 2014 to June 30, 2015. This time extension will allow for the completion of all 15 projects.

Currently the cost of all 15 projects is below the proposed budget included in the Vision Iowa grant. This is due in large part to a scaled back Riverfront Trail that was constructed by the Army Corp of Engineers. Also several of the other projects came in below their respective proposed budgets. Fortunately, this means that the City has the ability to complete additional projects with the same original budget.

Analysis of Issue

Staff proposes to add the Kenyon Road Embankment Connection to the Vision Iowa project. This project connects the trail on Kenyon Road to the Riverfront trail (see attached contract).

McClure Engineering designed several of the other trail projects associated with the Vision Iowa grant. McClure proposes to complete the preliminary planning, preliminary design, final design, bidding services, construction administration and staking, and resident project representative services for a fee of \$19,190.

Budget Impact

Payment to McClure Engineering for their work will be paid for from the revenues sources associated with the Vision Iowa Trail Project (IDOT Grant, City GO Bonds, Webster County Conservation Board, Webster County, City TIF Funds, and Vision Iowa).

Strategic Plan Impact

Strategy A.1.2: The City of Fort Dodge should consider preparing, adopting, and funding its own capital improvement plan to include funding for the construction of pedestrian and bicycle trails and facilities within 1.5 miles of public schools in its

jurisdiction. These trails and facilities should be connected to city parks and the Des Moines River trail network.

Policy B.1.19: Walkways, pedestrian ways, bikeways and greenways shall be developed that connect city parks, schools, recreation venues, "Downtown Center", neighborhoods, and the "Board Walk" to the Des Moines River Trail.

Policy B.1.24: Parks, paths, bike trails, walking trails, horse trails, and cart paths shall be created through the acceptance of gifted land and/or permanent easements, purchase of property, and/or by partnering with other non-profit and public organizations.

Strategy B.1.3: Work with Webster County and other counties and extended communities on the development of the [trails] master plan.

Strategy D.5.2: Develop, fund and implement the city's portion of the area-wide trail, bikeway, and pedestrian way master plan.

Strategy D.5.5: Seek funding sources to provide sidewalks, trash receptacles, street furniture, lighting, etc., to improve pedestrian-oriented areas.

Impact on Existing Plans

These services are required to move forward with the projects we have identified in our contract amendment with Vision Iowa.

Committee Review / Recommendation

N/A

Staff Conclusions / Recommendations

It is the recommendation of the Engineering Department that Council approve the contract with McClure Engineering in the amount of \$19,190.

Alternatives

No practical alternatives.

Implementation and Accountability

The Engineering Department will be responsible for overseeing this contract.

Signed



Chad W. Schaeffer, P.E.
City Engineer

Approved



David R. Fierke
City Manager



May 1, 2014

Vision Iowa Program Manager
Iowa Department of Economic Development
200 East Grand Avenue
Des Moines, IA 50309-1819

RE: CAT Agreement 11-CAT-013 – Fort Dodge and Webster County Trail Plan

Dear Vision Iowa Board Members:

Thank you for awarding a CAT grant to Fort Dodge and Webster County in November 2010. Since that time we have been working to implement our ambitious project, that combined fifteen small projects to round out a community trail system in Fort Dodge. We are contacting the Board to report our success, to date. We have completed eleven of the small projects. We are on target to complete all but one of the projects by the time our contract deadline arrives (June 30, 2014). Attached is a listing of the remaining expenditures for each project. The list shows that we have not met our financial commitment for a project totaling \$6,776,000. We would like to request a one-year extension to address the two outstanding areas of our project agreement.

The one remaining trail project is related to a residential development. We have held off on the trail project in that location, anticipating expansion of the development. This would then allow the trail location to compliment the street layout. Otherwise, our plan was to simply set a route and install a rock trail. If coordinated and installed with the development we will avoid duplicative expenditures on this trail and be able to have a concrete trail. The developer has recently expressed interest in proceeding with the next development area. They have received preliminary plat approval, but will not have a final plat submitted for review and approval until later in 2014. If a grant extension is given, our plan would be to allow the developer until September 1, 2014 to file the final plat. Otherwise the City would proceed with the original plan, in order to complete the projects in our CAT agreement.

Our financial commitment has not been met due to changes in our largest project: the US Army Corps of Engineering Riverfront Trail. Due to lack of federal funding, our local project was scaled back from a \$3 million project to \$2 million. This eliminated our ability to leverage \$500,000 of federal funds with the CAT grant. Fortunately, this means that just over \$570,000 of the City's upfront cash to the project will be returned. Our plan is to utilize that to complete three trail needs shown in the attached spreadsheet under the "New Projects" section, as funds allow in order to come to our agreed total project of \$6,776,000.

Thank you for awarding Vision Iowa funds to our community. The community has truly been pleased with the new trails. Our Trails Task Force has already started talking about the next big projects. City staff and our Trails Task Force chair plan to attend the May 14th Board meeting to answer any questions about our extension request and provide any updated information on our projects. In the meantime, please feel free to contact me at (515) 576-3601 via email at cschaeffer@fortdodgeiowa.org.

Sincerely,



Chad Schaeffer

Director of Business Affairs, Community Growth, and Engineering

Enclosures

CC: Trails Task Force

Vision Iowa Trails Project Summary

Project Total: \$6,766,000.00

Estimated Total Expenditures: \$ 6,540,000.00

(includes estimated remaining expenditures listed below)

Projects & Remaining Estimated Expenditures:

Project 1: 15th Street Trail to Harlan	\$ -	
Project 2: Harlan to Kennedy Trail	\$ -	
Project 3: 25th Avenue North Trail	\$ -	
Project 4: Orchard Glen Trail	\$ 150,000.00	Summer/Fall 2014
Project 5: Riverfront Trail	\$ -	
Project 6: College Trail/Kenyon Rd.	\$ -	
Project 7: Woodlands Connection	\$ -	
Project 8: Loomis Connection	\$ -	
Project 9 : 10th Avenue from Aquatic Center	\$ 2,000.00	Retainage.
Project 10: Wraywood Drive	\$ -	
Project 11: Williams Drive	\$ 25,000.00	May 2014
Project 12: North 7th Street	\$ -	
Project 13: 32 nd St./Humane Society Trail	\$ -	
Project 14: 2 nd Ave S./Golf Course Trail	\$ 40,000.00	Spring 2014. Seeding & retainage.
Project 15: Trailheads, Signage, Amenities	\$ 46,500.00	June 2014. Install remains.

Gap to meet project total = \$226,000.00

New Projects:

Kenyon embankment connection	\$ 208,000.00	Construction has 15% contingency. MEC design/permit fees: \$6,100.
BHJ trail loop	\$ 124,000.00	October 2013 cost estimate
Snell signalized crossing	\$ 2,000.00	Concrete cost & misc. install expenses

Project No.: FTD 2614019
Project Name: Fort Dodge Riverfront Trail - Kenyon Road Connection
Project Manager: Tom Stovie, P.E.

ROADWAY IMPROVEMENTS Agreement for Engineering Services

This Agreement, made on the _____ day of June, 2014, by and between **McClure Engineering Company, of Fort Dodge, Iowa** (herein referred to as "**Engineer**") and the **City of Fort Dodge** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees or hourly rates as depicted in Exhibit 'A', and the terms and conditions outlined in this Agreement. The Engineer shall provide services for the Project, which consists of the items listed on the Preliminary Opinion of Probable Costs attached to this Agreement as Exhibit 'B'. The Project shall be described as:

Fort Dodge Riverfront Trail - Kenyon Road Connection

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. *(See Exhibit 'C' for Owner's Responsibilities).*
2. The **Engineer** shall provide the services marked "included" as follows:

ITEM		INCLUDED	NOT INCLUDED
SECTION 1. DESIGN PHASE SERVICES			
1.01	<u>Design Concepts/Preliminary Planning</u>		
1.	Information Gathering <ul style="list-style-type: none"> Current Aerial Photos Field Investigation Corridor Research 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.	Design Concepts (2 each) <ul style="list-style-type: none"> Location/Design Concept Drawing(s) Geometric Configuration Presentation Graphics 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.	Preliminary Opinion of Probable Costs <ul style="list-style-type: none"> Cost Estimates for each Design Concept 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Funding Options	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Meetings <ul style="list-style-type: none"> Staff/Council Meetings (2 Each) 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.02	<u>Preliminary Design</u>		
1.	Conduct Project Kickoff Meeting with Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Field Walk-thru with OWNER to review existing conditions drawings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Confirm Scope, Extent and Character of the Project: <ul style="list-style-type: none"> Final Design Criteria Field Surveys to Determine Existing Conditions Develop Construction Item List Review Project Questions and Issues Building Layouts Operation and Maintenance Concepts Utility Requirements Site Plans 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
3.	Topographic Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Prepare Revised "Opinion of Probable Costs".	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Conduct Meeting with Owner to Review Preliminary Design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.03	<u>Final Design</u>		
1.	Prepare final project drawings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Prepare final project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Prepare written applications for permits for construction from DOT and other agencies.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Prepare revised Opinion of Probable Cost based on final drawings and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Review 70% and 100% Final Design with the Owner (2-Meetings)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	Furnish 5 copies of above documents and review them in person with the OWNER (2 meetings).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ITEM		INCLUDED	NOT INCLUDED
SECTION 2. CONSTRUCTION PHASE SERVICES			
2.01	<u>Advertising, Bidding, Contract Award</u> 1. Assist OWNER in advertising for and obtaining bids. 2. Conduct prebid conference at OWNER'S location. 3. Provide drawings, specifications, contract documents and bid documents to prospective bidders. 4. Issue addenda to interpret or clarify bid documents. 5. Review prebid submittals from bidders. 6. Attend bid opening (at OWNER location), prepare Bid Tabulation. (1-Meeting) 7. Review bidder's qualifications, bids, and other documents and make recommendation for award of contract. 8. Attend one (1) meeting to present Bids to OWNER .	<input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.02	<u>Construction Administration</u> 1. Provide general administration of construction contract as OWNER'S representative. 2. Visit site of construction at appropriate stages of construction to observe the Contractors work. 3. Issue interpretations and clarifications of contract documents. 4. Review shop drawings. 5. Act as initial interpreter of the requirements of the contract documents. 6. Review and process Contractor's application for payment. 7. Conduct monthly Progress Meetings.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.03	<u>Construction Staking</u> 1. Establish Field Construction Controls 2. Set Control Points	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
2.04	<u>Resident Project Representative</u> 1. Provide a Resident Project Representative to be on site during construction (see Exhibit 'D', A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SECTION 3. OTHER SERVICES			
3.01	<u>Permits Coordination</u> 1. Department of Transportation Entrance Permits 2. Department of Transportation Utility Accommodation Permits 3. Department of Transportation Work in Right-of-Way Permits 4. Department of Natural Resources Water Supply Construction Permits 5. Department of Natural Resources Sanitary Sewer Construction Permits 6. Prepare Storm Water Pollution Prevention Plan (SWPPP) 7. Apply for NPDES Permit from DNR (Owner will be operator listed on permit) • Engineer will not be liable for fines arising from noncompliance with SWPPP. • The Owner shall be the Permit holder and shall pay for all costs associated with permit application.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
3.02	<u>Soil Boring Coordination</u> 1. Assist the Owner in coordinating the Request for Proposal to Geotechnical Firms / Review Proposals / Recommendation for Award 2. Coordinate the Work of the Geotechnical Firm (geotechnical firm will invoice Owner directly).	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.03	<u>Rights-of-Way Negotiations</u> 1. Assist the Owner in coordinating the Request for Proposal to Appraisal Firms / Review Proposals / Recommendation for Award 2. Coordinate the Work of the Appraisal Firm (geotechnical firm will invoice Owner directly).Public Right-of-Way meeting. 3. Right-of-Way negotiations with property owners.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.04	<u>Acquisition Plats</u> 1. Prepare acquisition Plats (Estimated Plats) 2. Prepare Preliminary / Final Plats for Property 3. Prepare Easement Exhibits (Estimated Easements) 4. Prepare Acquisition / Easement Legal descriptions. 5. Place property corners/legal survey. 6. Public Right-of-Way meeting.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.05	<u>Storm Water Pollution Prevention Plan Observation (SWPPP)</u> 1. Perform Weekly On-Site Observations of construction site and provide written reports to Owner. 2. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed.	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
NOTES: The duties and responsibilities and limitations on the authority of the Resident On-Site Representative shall be as set forth in a separate Exhibit 'D'.			

ITEM		INCLUDED	NOT INCLUDED
3.06	<u>Assessments</u>		
	1. Prepare Preliminary Assessment Plats and Schedules.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. Prepare information necessary to prepare legal proceedings for the Preliminary and Final Assessments.		
	• Preliminary Estimate of Probable Costs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Areas to be Assessed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Kinds, Sizes and Quantities of Project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Beginning and Ending Points of Project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Assessment Plats and Schedules.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Final Project Cost.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Statement of Completion.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. Conduct Hearing on Resolution of Necessity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	4. Prepare Final Assessment Plats and Schedules and furnish three copies to the OWNER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.07	<u>Funding Administration</u>		
	1. Prepare RISE, USTEP, or other funding applications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. Coordinate with Funding Agency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. Prepare funding Outlay/Reimbursement Requests.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	4. Funding Closeout.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.08	<u>Record Drawings</u>		
	1. As-Built Record Drawings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. Hard Copies EA @ \$.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. Electronic Copies EA @ \$.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.09	<u>Additional Meetings</u>		
	1. Special Meetings with Council/Staff	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. Kick-off Meeting with Public.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. One-on-One Meetings with Property Owners for Assessments, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	4. Pre-Construction walk-thru with Property Owners.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	5. Negotiations for Right-of-Way.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.10	<u>Color Presentation Exhibits</u>		
	1. Prepare color presentation exhibits of the project for use at public meeting and marketing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	a. 24" x 36"		
	b. 11" x 17"		
	c. 8.5" x 11"		
	d. Electronic Copy on CD		

3. Payment to the **Engineer** shall be made on a monthly basis, within 30 days of invoice for work completed to date, as per the following basis:

Fixed Fee or T&M*

Section 1 – Design Phase Services

<input checked="" type="checkbox"/>	1.01 Design Concepts/Preliminary Planning	\$	0
<input checked="" type="checkbox"/>	1.02 Preliminary Design	\$	1,500
<input checked="" type="checkbox"/>	1.03 Final Design	\$	5,940

Section 2 – Construction Phase Services

<input checked="" type="checkbox"/>	2.01 Advertising, Bidding, Contract Award	\$	2,270
<input checked="" type="checkbox"/>	2.02 Construction Administration	\$	2,870
<input checked="" type="checkbox"/>	2.03 Construction Staking	\$	3,030
<input checked="" type="checkbox"/>	2.04 Resident Project Representative	\$	3,000

Section 3 – Other Services

<input checked="" type="checkbox"/>	3.01 Permits Coordination	\$	580
<input type="checkbox"/>	3.02 Soil Boring Coordination	\$	
<input type="checkbox"/>	3.03 Rights of Way Negotiations	\$	
<input type="checkbox"/>	3.04 Acquisition Plats	\$	
<input type="checkbox"/>	3.05 Storm Water Pollution Prevention Plan Observation (SWPPP)	\$	
<input type="checkbox"/>	3.06 Assessments	\$	
<input checked="" type="checkbox"/>	3.07 Funding Administration	\$	0
<input type="checkbox"/>	3.08 Record Drawings	\$	
<input type="checkbox"/>	3.09 Additional Meetings	\$	
<input type="checkbox"/>	3.10 Color Exhibits	\$	
Total Project		\$	19,190

* T&M = Time and Materials LS = Lump Sum Fixed Fee TBD = To Be Determined NA = Not Applicable

4. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **ENGINEER**, the **ENGINEER** may, after giving (7) days written notice to the **OWNER**, suspend services under this agreement.
5. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED.
6. This Agreement represents the entire and integrated agreement between the **OWNER** and the **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **ENGINEER**.

	Included	Not Included
Exhibit 'A' Hourly Rate Structure	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B' Preliminary Opinion of Probable Costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C' Owner's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OWNER: City of Fort Dodge, Iowa

ENGINEER: McClure Engineering Company

By: _____

Signed: _____

Title: _____

Title: _____ Project Manager

McCLURE ENGINEERING COMPANY

STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in field work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The Engineer's liability shall be limited to \$1,000,000.00 as indicated on the certificate of insurance, or as specifically agreed to by separate agreement.

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. 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 Owner or Engineer.

EXHIBIT 'A'

McCLURE ENGINEERING COMPANY HOURLY RATE SCHEDULE- 2014 (Effective through December 31, 2014)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative Assistant (AA)	\$55.00
Engineer II (E-II).....	\$115.00
Engineer I (E-I)	\$145.00
Registered Land Surveyor.....	\$145.00
Principal.....	\$175.00
Senior Principal	\$195.00
Engineering Technician (ET).....	\$90.00
Cad Technician (CT).....	\$65.00
Senior On-Site Representative (OSR).....	\$85.00
On-Site Representative (OSR)	\$75.00
Survey Crew.....	\$155.00
Crew Chief (CC)	\$85.00
Crew Member (CM)	\$70.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage.....	\$0.75/Mile
Automobile Mileage	\$0.55/Mile
Plans	\$0.12/Sq. Ft.
Vellums.....	\$0.50/Sq. Ft.
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost + 10%
Large Format Color Prints.....	\$5.00/Sq. Ft

Exhibit 'B'

Fort Dodge Riverfront Trail
Kenyon Road Connection
Preliminary Opinion of Probable Cost
Fort Dodge, Iowa
June 11, 2014



Item No.	Item Code	Item	Unit	Unit Cost	Quantity	Total Cost
SECTION 1000 - GENERAL						
1.1	1000-100-X-0	TRAFFIC CONTROL	LS	\$ 2,000.00	1	\$ 2,000.00
1.2	1000-190-D-5	MOBILIZATION	LS	\$ 5,000.00	1	\$ 5,000.00
		TOTAL				\$ 7,000.00
SECTION 2010 - EARTHWORK, SUBGRADE, AND SUBBASE						
2.1	2010-108-C-0	CLEARING AND GRUBBING	AC	\$ 2,500.00	1	\$ 2,500.00
2.2	2010-108-D-1	TOPSOIL, ON-SITE	CY	\$ 10.00	600	\$ 6,000.00
2.3	2010-108-E-0	EXCAVATION, CLASS 10	CY	\$ 20.00	6,000	\$ 120,000.00
2.4	2010-108-L-0	COMPACTION TESTING	LS	\$ 1,500.00	1	\$ 1,500.00
		TOTAL				\$ 130,000.00
SECTION 7030 - RECREATION TRAILS, SIDEWALKS, AND DRIVEWAYS						
7.1	7030-108-C-0	RECREATIONAL TRAIL, PCC, 5 IN.	SY	\$ 40.00	650	\$ 26,000.00
7.2	7030-108-D-0	SPECIAL SUBGRADE PREPARATION FOR RECREATIONAL TRAIL	SY	\$ 4.00	800	\$ 3,200.00
7.3	7030-108-G-0	DETECTABLE WARNING	SF	\$ 35.00	20	\$ 700.00
7.4	7030-108-I-0	RECREATIONAL TRAIL ASSURANCE TESTING	LS	\$ 1,500.00	1	\$ 1,500.00
		TOTAL				\$ 31,400.00
SECTION 9010 - SEEDING						
9.1	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING AND MULCHING	AC	\$ 1,500.00	1	\$ 1,500.00
		TOTAL				\$ 1,500.00
SECTION 9040 - EROSION AND SEDIMENT CONTROL						
9.2	9040-108-D-1	FILTER SOCKS, 6 IN.	LF	\$ 3.00	500	\$ 1,500.00
9.3	9040-108-D-2	FILTER SOCKS, REMOVAL	LF	\$ 0.50	500	\$ 250.00
9.4	9040-108-N-2	SILT FENCE, INSTALLATION	LF	\$ 2.00	500	\$ 1,000.00
9.5	9040-108-N-3	SILT FENCE, REMOVAL OF SEDIMENT	LF	\$ 0.50	500	\$ 250.00
9.6	9040-108-Q-1	SILT FENCE, REMOVAL OF DEVICE	LF	\$ 0.50	500	\$ 250.00
9.7	9040-108-N-1	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	AC	\$ 1,000.00	1	\$ 1,000.00
9.8	9040-108-R-0	STABILIZED CONSTRUCTION ENTRANCE	TON	\$ 50.00	20	\$ 1,000.00
9.9	9040-108-X-0	CONCRETE WASHOUT PIT	EA	\$ 500.00	1	\$ 500.00
		TOTAL				\$ 5,750.00
		SUBTOTAL CONSTRUCTION				\$ 175,650.00
		CONSTRUCTION CONTINGENCY (15%)				\$ 26,347.50
		TOTAL CONSTRUCTION				\$ 201,997.50

EXHIBIT 'C'

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER.

1. Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the project.
2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
3. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project.
7. Attend the Prebid Conference, Bid opening, Preconstruction Conferences, Construction Progress Meetings and other job related meetings and Substantial Completion Inspection and Final Payment Inspection.
8. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER'S services, or any defect or non-conformance in the work of any Contractor.
9. Pay invoices for services rendered on time.

EXHIBIT 'D'

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor.

Through more frequent on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER'S agent at the site, will act as directed by and under the direction of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
 - a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER'S on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples that are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. *Records:*
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. *Reports:*
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon occurrence of any accident.
10. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by ENGINEER.



building strong communities.

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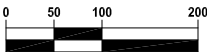
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PROJECT LAYOUT



NORTH



GRAPHIC SCALE

FORT DODGE
RIVERFRONT TRAIL
KENYON RD CONNECTION

FORT DODGE, IOWA
FTD 2614019
JULY 2014

REVISIONS

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ENGINEER

TMS

DRAWN BY

TMS

CHECKED BY

JSS

FIELD BOOK NO.

FIELDBOOK

DRAWING NO.

A.01

SHEET NO.

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