

May 15, 2024

Mick Michel
City of Dyersville
340 1st Avenue East
Dyersville, IA 52040

RE: **Agreement for Professional Services**
20 West Industrial Center Phase 3
Contract C Culvert
Contract D – Storm Sewer, Paving and Lighting
Project No.: 21249

Dear Mick:

In response to your request, Origin Design is pleased to propose this Agreement for the above referenced project. We propose to furnish Engineering Services for Final Design and Construction Services of 20 West Industrial Center – Phase 3 - Contract C Culvert and Contract D Storm Sewer, Paving and Lighting. The property is located between the west end of Phase 2 at Industrial Parkway SW and 320th Ave in the City of Dyersville, Delaware County, Iowa.

Project Description

The City intends to proceed with Final Design on the double box culvert, storm sewer, paving extension, and lighting that is authorized for RISE funding. Preliminary design has been completed. Non-Rise funded items such as grading, sanitary sewer and water main has been completed for the site. Construction plans and specifications will be prepared by Origin Design and approved by Iowa DOT with respect to RISE funding requirements. The project will be let through the City of Dyersville with construction administration, observation, and staking by Origin Design. As-built information will be forwarded to the City upon construction completion.

We seek to accomplish your vision through interaction with you, City staff, and City Council for providing us with decisions and direction that may be needed along the way. We appreciate the opportunity to build projects together that have lasting benefit to the Dyersville community.

Scope of Services

The following list of services will be provided by or under the direct personal supervision of a Professional Engineer licensed to practice in the State of Iowa.

A. Contract C - Box Culvert

1. Final Design
 - i. Coordinate with Iowa DOT to approve bidding the culvert separate from paving and storm sewer.
 - ii. Separate and revise construction plans to include only culvert design plan sheets.
 - iii. Add as built information from grading contractor on tile work in vicinity of culvert.
 - iv. Add option to bid culvert as precast or cast in place.

- v. Add design sheets, details and references for precast option.
 - vi. Compute and confirm bid item quantities and tabulations.
 - vii. Determine additional precast bid items and quantities.
 - viii. Forward check plans to City and Iowa DOT for review/approval.
 - ix. Prepare proposed schedule of City letting and council approvals.
 - x. Prepare notice of public hearing.
 - xi. Prepare front end contract documents manual for bidding.
 - xii. Prepare construction cost estimate.
 - xiii. Submit final plans and bid documents to Iowa DOT and City for review and approval.
 - xiv. Put project out to bid, upload to Rapids Reproduction, and provide notice to bidders to contractors.
 - xv. Answer contractor questions.
2. Construction Administration
- i. Attend and perform bid opening at City Hall.
 - ii. Prepare detailed bid tab and confirm total bid results for all bidders.
 - iii. Review and confirm TSB forms and bid bonds.
 - iv. Prepare bid results letter to City.
 - v. Forward documentation to Iowa DOT for review and concurrence.
 - vi. Prepare notice of award.
 - vii. Attend and present results at City council for award.
 - viii. Prepare and route contract packages to contractor and City.
 - ix. Prepare notice to proceed.
 - x. Prepare precon meeting agenda and sign in.
 - xi. Attend precon meeting at City Hall.
 - xii. Prepare precon meeting notes and forward to attendees (Contractor, City, and Iowa DOT).
 - xiii. Review and respond to shop drawings for all materials.
 - xiv. Engineer coordination with inspector and contractor.
 - xv. Engineer on site meeting with Contractor and inspector.
 - xvi. Coordination with DEDC site grading contractor and culvert contractor for tile and backfill on each side of culvert.
 - xvii. Prepare pay application 1 and route to contractor and City.
 - xviii. Prepare pay application 2 and route to contractor and City.
 - xix. Final quantities and walk through with contractor and City representatives.
3. Construction Observation
- i. Attend precon at City Hall.
 - ii. Meeting and scheduling with contractor and subcontractor.
 - iii. Observe Class 20 excavation and proof roll.
 - iv. Confirm base stone material types and thickness on site.
 - v. Confirm sewer pipe insulation material type and thickness.
 - vi. Confirm proper form dimensions and rebar for each pour.
 - vii. Observe curtain wall excavations and pours.
 - viii. Observe 3 base floor pours.
 - ix. Observe 3 culvert wall and top pours.
 - x. Observe tile installation on each side of culvert.
 - xi. Observe tile line connection to existing line in drainageway.

- xii. Observe floodable backfill by the site grading contractor.
 - xiii. Concrete testing on pours per Iowa DOT requirements.
 - xiv. Daily quantity documentation per Iowa DOT requirements.
 - xv. Pay application quantity estimates.
4. Materials Testing
- i. Perform sampling of materials on site during concrete pours.
 - ii. Deliver casted materials to the lab.
 - iii. Perform lab testing for concrete strength.
 - iv. Provide test results for 7 and 28 day breaks per Iowa DOT requirements.
5. Construction Survey
- i. Coordinate with contractor for on-site control and staking needed.
 - ii. Confirm plan dimensions. Office preparation of staking points
 - iii. Stake culvert centerline and end offsets in field.

B. Contract D – Paving, Storm Sewer & Lighting

1. Final Design
- i. Archive combined preliminary design.
 - ii. Remove culvert sheets from plan set.
 - iii. Revise remaining plans to exclude culvert.
 - iv. Revise plans to exclude non-eligible culvert installation on phase 2.
 - v. Tabulate quantities for each item into 2 divisions (Rise and non-Rise eligible)
 - vi. Adjust property lines and right of way to move south road back to along detention area.
 - vii. Update estimate reference notes.
 - viii. Compute and confirm bid item quantities and tabulations.
 - ix. Meet with Alliant Energy (Chad Meier) and City representative on City lighting plan to confirm configurations.
 - x. Prepare electric distribution exhibit for planning so that transformer and controller location can be determined.
 - xi. Forward geotechnical report for entire site for reference.
 - xii. Forward check plans to City and Iowa DOT for review/approval.
 - xiii. Prepare proposed schedule of City letting and council approvals.
 - xiv. Prepare front end contract documents manual for bidding.
 - xv. Prepare updated construction cost estimate not including culvert items.
 - xvi. Review existing lighting fixture specifications for Design from Terry Recker.
2. Construction Administration
- i. Attend and perform bid opening at City Hall.
 - ii. Prepare detailed bid tab and confirm total bid results for all bidders.
 - iii. Review and confirm TSB forms and bid bonds.
 - iv. Prepare bid results letter to City.
 - v. Forward documentation to Iowa DOT for review and concurrence.
 - vi. Prepare notice of award.
 - vii. Attend and present results at City council for award.
 - viii. Prepare and route contract packages to contractor and City.
 - ix. Prepare notice to proceed.
 - x. Return bid bonds to the contractors.
 - xi. Prepare precon meeting agenda and sign in.

- xii. Attend precon meeting at City Hall.
 - xiii. Prepare precon meeting notes and forward to attendees (Contractor, City, and Iowa DOT).
 - xiv. Review and respond to shop drawings for all materials.
 - xv. Prepare any change orders and administer to contractor and DOT and Council. Attend Council as necessary for explanations.
 - xvi. Engineer email, phone and on-site coordination with inspector and contractor.
 - xvii. Coordination with site grading contractor and contractor for miscellaneous erosion control and grading items.
 - xviii. Prepare pay applications and route to contractor and City.
 - xix. Final quantities and walk through with contractor and City representatives.
 - xx. Prepare punchlist of items to finish/correct and coordinate for completion.
 - xxi. Prepare final pay application with final change order and route to contractor and City.
 - xxii. Attend Council meeting for acceptance and close out.
 - xxiii. Assist City as necessary for RISE reimbursement from Iowa DOT.
3. Construction Observation
- i. Attend precon at City Hall.
 - ii. Meeting and scheduling with contractor and subcontractor.
 - iii. Confirm sewer pipe material type and examine for condition.
 - iv. Confirm proper inlet form dimensions and rebar for each pour.
 - v. Observe part time for storm sewer pipe installation.
 - vi. Examine erosion control items and seeding with contractor to fulfill NPDES and SWPPP requirements.
 - vii. Confirm storm sewer as built locations and elevation.
 - viii. Observe proof roll for roadway subgrade.
 - ix. Observe part time for longitudinal subdrain tile installation on each side of roadway and tie ins to inlets.
 - x. Confirm base stone material type and thickness on site.
 - xi. Confirm form dimensions, slip form paver vibration settings, and paver operations to meet specification requirements.
 - xii. General observation of finishing, sawcutting, curing and joint sealing.
 - xiii. Concrete testing on paving pours per Iowa DOT requirements.
 - xiv. Daily quantity documentation per Iowa DOT requirements.
 - xv. Pay application quantity estimates.
 - xvi. Final walk thru with contractor.
4. Materials Testing
- i. Perform sampling of materials on site during concrete pours.
 - ii. Deliver casted materials to the lab.
 - iii. Perform lab testing for concrete strength.
 - iv. Provide test results for 7 and 28 day breaks per Iowa DOT requirements.
5. Construction Survey
- i. Set control points for contractor use with machine control.
 - ii. Stake storm sewer inlets, and aprons.
 - iii. Stake checks for roadway subgrade trimming.
 - iv. Stake paving offsets to check rock surface and for use with stringline paver.
 - v. Stake light pole bases, handholes, and controller.

Optional Professional Services

Origin Design can perform any of the following items under a separate proposal or amendment.

1. **Construction plan revisions.** The final design will provide the necessary information for bidding and construction. If the City requests changes to the design after bidding, we can modify the design as necessary.

Compensation

Origin Design proposes to complete the Scope of Professional Services as follows:

A. Contract C – Box Culvert

1. Final Design for a Lump sum fee of \$10,902.00 (Ten thousand nine hundred two dollars and zero cents).
2. Construction Administration for a Lump sum fee of \$6,686.00 (Six thousand six hundred eighty-six dollars and zero cents).
3. Construction Observation, Testing and Staking for a Lump sum fee of \$13,688.00 (Thirteen thousand six hundred eighty-eight dollars and zero cents).

B. Contract D – Paving, Storm Sewer & Lighting

1. Final Design for a Lump sum fee of \$15,452.00 (Fifteen thousand four hundred fifty-two dollars and zero cents).
2. Construction Administration at standard hourly rates for an estimated fee of \$10,000.00 (Ten thousand dollars and zero cents).
3. Construction Observation, Testing and Staking at Standard Hourly Rates for an estimated fee of \$42,100.00 (Forty-two thousand one hundred dollars and zero cents)

Client shall reimburse Engineer for Reimbursable Expenses directly related to the scope of services performed under this Agreement, using the rates set forth in Appendix 1 when applicable.

Deliverables

The following items will be delivered to the City as the result of this Project:

1. **Final Plans and Contract Documents.**
2. **Construction administration documents.**
3. **As-built construction plans and GIS coordinates for utilities.**
4. **Testing results.**

General Terms and Conditions

The attached General Terms and Conditions are a part of this Agreement. This proposal is valid for 30 days from the date it was issued. If the services and fees defined in this Agreement are acceptable, please return one signed copy to our office. If you have any questions, or require further assistance, please feel free to contact me at jon.lutz@origindesign.com or our office at **563 556-2464**.

Thank you for the opportunity to submit this Proposal for Professional Services.

Let's work on tomorrow. **Together.**

Sincerely,
Origin Design Co.



Jon Lutz, PE
Senior Civil Engineer



Lauren Ray, PE, SE
Vice President/Secretary

I hereby accept this Agreement and General Terms and Conditions and authorize this work.

FOR: **City of Dyersville, Iowa**

Authorized Signature

Date

Typed or Printed Name

The following General Terms and Conditions shall apply to the attached Agreement for Professional Services between Origin Design Co., herein referred to as the Consultant, and the Client identified in the attached Agreement.

General Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's service.

2. Client Responsibilities

The Client shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.

3. Additional Services

Services beyond those outlined in the proposal may be required or be required as a result of unforeseen circumstances. The Consultant under terms mutually agreed upon by the Client and the Consultant may provide these services.

4. Compensation

For the scope of services agreed upon, the Client agrees to pay the Consultant the compensation as stated. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowed by law on the then outstanding balance of Past Due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

5. Insurance

The Consultant shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Consultant from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the Consultant's services under this Agreement, and from claims under the Worker's Compensation Acts. The Consultant shall, if requested in writing, issue a certificate confirming such insurance to the Client.

6. Hold Harmless

The Client and the Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

7. Limitation of Liability

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of the Consultant's fee or other amount agreed upon. Such causes include,

but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

8. Default

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

9. Dispute Resolution

The Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

10. Instruments of Service

All documents including calculations, computer files, drawings, and specifications prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one time use in construction of this project. They are and shall remain the property of the Consultant. Any re-use without written approval or adaptation by the Consultant shall be at the Client's sole risk and the Client agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by the Client and by others acting through the Client.

11. Official Documents

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by the Consultant to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this project.

12. Electronic Data

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

13. Construction Phase Services

If this Agreement provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, its agents, employees, or sub-consultants, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or

for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

14. Opinions of Probable Construction Cost

When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

15. Binding Agreement

The Client and the Consultant each binds himself or herself, partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

16. Assignment and Waiver

Neither the Client nor the Consultant shall assign, sublet, or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

17. Hazardous Materials

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

18. Termination

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant for convenience or cause. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

19. Purchase Orders

This Agreement supersedes all terms and conditions contained on a purchase order typically procuring products. It is understood by both parties upon execution of this agreement that if a purchase order is issued, it is for accounting purposes only. Purchase order terms and conditions are void and are not a part of our agreement.

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Specs/Reports (up to 25 Pages)	\$5.00 each
Specs/Reports (Over 25 Pages)	\$10.00 each
Copies (Black/White)	\$0.05 per page
Copies (Color)	\$0.10 per page
Plots (Up to 15 sheets)	\$10.00 each
Plots (Over 15 sheets)	\$20.00 each
Flash Drive	\$10.00 each
Binder	\$5.00 each
Comb Binding	\$1.00 each
Cover Stock	\$0.20 per page
GPS Equipment	\$15.00 per hour
Robotic Survey Equipment	\$15.00 per hour
Mailing/UPS	At Cost
Mileage - Reimbursement	IRS Rate (\$0.67 per mile)
Mileage - Survey Vehicle	\$0.70 per mile
Travel Expenses, Lodging & Meals	At Cost
Traffic Counting Equipment	At Cost
Trimble Scanner	\$30.00 per hour
Boat	\$125.00 per day
Gator	\$95.00 per day
Architectural Scanner	\$50.00 per hour