

January 12, 2021

Vic Kane
City of Oelwein
20 - 2nd Avenue SW
Oelwein, IA 50662

Re: **City of Oelwein, Iowa**
2021 Bridge Inspection Services
IIW Project No.: 21029

Dear Vic:

IIW, P.C. appreciates the opportunity to submit this Proposal for Bridge Inspection Services for the City of Oelwein (Client). This Proposal identifies the inspection services required to bring the City of Oelwein's Bridge Inspection Program into compliance with the National Bridge Inspection Standards (NBIS), and has been divided into the following sections to describe the services proposed:

PROJECT DESCRIPTION

Project includes performing NBIS bridge inspections and the associated Iowa DOT documentation for the City of Oelwein bridges and a non-NBIS inspection of the railroad viaduct on West Charles Street.

SCOPE OF SERVICES

The following list of services will be provided by or under the direct personal supervision of a FHWA certified Program Manager, Team Leader, or Professional Engineer licensed in the State of Iowa, as is appropriate for the specific service. Our services would incorporate the following elements, based upon NBIS, FHWA, and Iowa DOT criteria:

A. *Bridge Inspection and Documentation Services*

1. Complete routine field inspections of the nine (9) bridges under the jurisdiction of the City of Oelwein, as required per I.M. 7.020; Inspection Frequency – Routine Inspections (23 CFR 350.311, a). Complete the non-NBIS inspection of the West Charles Street railroad viaduct.
2. Update the Structure Inventory and Inspection System (SIIMS) on the Iowa DOT website with the results of the routine inspections of the 9 NBIS bridges, which shall include the following:
 - a. Creation of a new Inspection Report based on existing Central Database values.
 - b. Completion of the Local Agency Field Data Collection Form.
 - a. Upload digital photographs, including a road view, side view, and under view of the bridge structure. Additionally, detailed pictures of any observed deficiencies with an NBI condition code of 4 or less will also be collected.
 - c. Submittal of Inspection Report to Program Manager.
 - d. Completion of the Load Rating Evaluation Form.
 - e. Final Program Manager review and approval of Inspection Report.
3. Complete an inspection report detailing the condition of the West Charles Street railroad viaduct.
4. Meeting with licensed public agency to discuss inspection results and/or bridge deficiencies.
5. Generation of electronic copies of Inspection Reports in PDF format and paper copies of the Inspection Reports.
6. Provide a letter summarizing the findings of the inspections.

Services will be provided using NBIS guidelines and the AASHTO Manual for Bridge Evaluation (MBE), following the guidelines and procedures detailed in I.M. 7.020.

CLIENT'S RESPONSIBILITIES

The Client shall do the following in a timely manner so as not to delay the services of the Program Manager:

1. Designate a person to act as Client'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 Client's policies and decisions with respect to the Program Manager's services.
2. Store bridge files and incorporate repair information and maintenance records.
3. Perform all recommendations for bridge repairs and maintenance.
4. Maintain a history of maintenance activities on each bridge and record in the bridge file.
5. Provide As-Built drawings for all bridges, including specifications and shop drawing submittals as available.
6. Provide copies of any permits acquired for the construction or maintenance on the bridge.

ADDITIONAL SERVICES

The following services are not included in this Proposal. IIW can provide proposals for these services if requested:

1. Underwater Inspections.
2. Preparation of element-level inspection reports
3. Bridge Load Ratings
4. Overload or Superload rating or permitting assistance.
5. Preparation of any plans for repairs or replacement of bridge structures.
6. Prepare cost estimates or budget information for bridge repair/maintenance/replacement.

SCHEDULE

IIW proposes to complete the Scope of Services by April 1, 2021.

COMPENSATION

IIW proposes to complete the Scope of Services as follows:

- A. Bridge Inspection and Documentation Services:** Items 1-6 shall be performed by the qualified personnel at IIW's Standard of Professional Fee Rates (hourly) with an estimated fee of \$5,000.00 (Five Thousand Dollars and Zero Cents).


GENERAL TERMS AND CONDITIONS

The attached General Terms and Conditions are a part of this Proposal. If the services and fees defined in this proposal 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 n.miller@iiwengr.com or our office at (563) 556-2464.

We sincerely thank you for allowing us the opportunity to submit this Proposal and we look forward to providing services as the designated Program Manager and Bridge Inspectors for the City of Oelwein.

Sincerely,
IIW, P.C.


Nathan Miller, P.E.
Project Manager –Team Leader/Program Manager


Pat Ready, P.E.
President & CEO

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

FOR: CITY OF OELWEIN

Authorized Signature

Date

Typed or Printed Name



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

GENERAL TERMS AND CONDITIONS

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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).

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.

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.