

City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
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PLANNING, ZONING AND BUILDING SAFETY

**Public Health,
Housing Inspections &
Inspection Services**

MEMORANDUM

To: Mayor and City Council Members
Cc: Gregg Mandsager, City Administrator
From: Steven Boka, Director of Community Development
Date: August 12, 2010
Re: Professional Services Agreement – Miss. Dr. Corridor Project

INTRODUCTION: The Mississippi Drive Corridor Plan was originally completed to address the need for improvements to US Business 61/ IA 92 from the Norbert F. Beckey Bridge to the intersection of Canal Street and Grandview Avenue. The 2007 Plan addressed gateway enhancements, landscaping, infrastructure improvements, flood control modifications, connectivity between the revitalized riverfront and the historic business district, traffic and pedestrian safety, street & sidewalk modifications and reconstruction, demolition of blighted buildings, elimination of unsafe pedestrian walks and wayfinding.

BACKGROUND: Subsequent to the completion of the 2007 study, staff initiated efforts to seek outside funding needed for environmental clearance, design, and ultimately construction. Through a series of applications, direct contact, and presentations made to a variety of state and federal partners, a funding package has been obtained that will permit the city to move into the environmental clearance and preliminary design phase for this 1.6 mile corridor project. The city has completed the consultant selection process, contract negotiations with the consultant, and a compliance review by the District Office of IDOT. If approved, the funding will be provided as follows:

Funding & Source	\$750,000.00
State Transportation Program:	\$600,000.00
Local Match	\$150,000.00

Subtotal: Maximum Funding Available - **\$750,000.00** – \$600,000 state & \$150,000 city (80/20)

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**

And:

Funding & Source	\$555,750.00
Federal Transportation and Community System Preservation Program	\$444,600.00
Local Match	\$111,150.00

Subtotal: Maximum Funding Available - **\$555,750.00** - \$444,600 federal & \$111,150 city (80/20)

Total Outside Funding	\$1,044,600.00 (80%)
Total Local Funding Match	\$ 261,150.00 (20%)

Total Available	\$1,305,750.00
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RECOMMENDATION/RATIONALE: The City has completed successful negotiations with the prime consultant, Stanley Consultants, of Muscatine in the amount of **\$1,016,043.00**. As a result, the cost share will be **\$812,834.00** (state & federal) and **\$203,209.00** (city). The District Office of the IDOT and Office of External Audits have reviewed the proposed agreement and determined that it meets the requirements for funding. Once the City has taken action to approve the Agreement with Stanley's, it will be returned to the District Office for their execution. Upon receipt of the fully executed Agreement, the city will be authorized to expend the funds available for the completion of the environmental clearances and preliminary design for the Mississippi Drive Corridor Improvement Project.

The City portion of this project is included in the budget approved by City Council and will be paid by future bond proceeds.

It is recommended that the attached Professional Services Agreement for the Mississippi Drive Corridor - Phase 1: Environmental Study (NEPA) and Preliminary Engineering/Design be approved as submitted.

BACKUP INFORMATION:

1. Proposed Agreement

Run Date: 08/20/2010
 Run Time: 16:13:29

**U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION
 FEDERAL-AID PROJECT AGREEMENT**

Report: FMISD05A
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STATE: IOWA

PROJECT NO: 5330(614)

STATE PROJ. NO: 27705330614

THE STATE, THROUGH ITS HIGHWAY AGENCY, HAVING COMPLIED, OR HEREBY AGREEING TO COMPLY, WITH THE APPLICABLE TERMS AND CONDITIONS SET FORTH IN (1) TITLE 23, U.S. CODE, HIGHWAYS, (2) THE REGULATIONS ISSUED PURSUANT THERETO AND (3) THE POLICIES AND PROCEDURES PROMULGATED BY THE FEDERAL HIGHWAY ADMINISTRATION RELATIVE TO THE ABOVE DESIGNATED PROJECT, AND THE FEDERAL HIGHWAY ADMINISTRATION HAVING AUTHORIZED CERTAIN WORK TO PROCEED AS EVIDENCED BY THE DATE ENTERED OPPOSITE THE SPECIFIC ITEM OF WORK, FEDERAL FUNDS ARE OBLIGATED FOR THE PROJECT NOT TO EXCEED THE AMOUNT SHOWN HEREIN, THE BALANCE OF THE ESTIMATED TOTAL COST BEING AN OBLIGATION OF THE STATE. SUCH OBLIGATION OF FEDERAL FUNDS EXTENDS ONLY TO PROJECT COSTS INCURRED BY THE STATE AFTER THE FEDERAL HIGHWAY ADMINISTRATION AUTHORIZATION TO PROCEED WITH THE PROJECT INVOLVING SUCH COSTS. (N)

PROJECT DESCRIPTION: Mississippi Drive (IA92) from Main Street to Norbert F. Beckey Bridge over the Mississippi River in Muscatine. - PE -NEPA Study

DUNS #: 12-052-7275

**CLASSIFICATION OF PHASE OF WORK
 TO BE PUT UNDER AGREEMENT**

**EFFECTIVE DATE
 OF AUTHORIZATION**

HIGHWAY PLANNING & RESEARCH
 PRELIMINARY ENGINEERING
 RIGHT-OF-WAY
 CONSTRUCTION
 MCSAP
 OTHER

08/18/2010

PROGRAM CODE	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
L200		\$492,327.00	80.00%	\$393,861.60	\$0.00
L680		\$555,750.00			\$444,600.00
TOTAL		\$1,048,077.00		\$393,861.60	

ESTIMATED TOTAL COST: \$1,048,077.00
TOTAL AUTHORIZED FOR PROJECT: \$393,861.60

IOWA DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY: DANIEL C. STOKES DATE: 08/04/2010
 APPROVED AND AUTHORIZED BY: DANIEL C. STOKES DATE: 08/04/2010
 AGRMT/MODIFY REQUESTED BY: DANIEL C. STOKES DATE: 08/04/2010

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY: JULIE R. SCHINKEL DATE: 08/04/2010
 APPROVAL RECOMMENDED BY: DIANA L. WATTS DATE: 08/10/2010
 APPROVED AND AUTHORIZED BY: LISA L. ROLD DATE: 08/18/2010

STATE REMARKS: STP-U-5330(614)-27-40, FA 80/20, STIP \$600,000(L200), STIP \$444,600 (L680), Item# 00727. Request for all phases of PE. Final Design will not begin until after the NEPA process is complete.

DIVISION REMARKS:

Professional Services Agreement
for Mississippi Drive Corridor
Phase I: Environmental Study (NEPA) and
Preliminary Engineering/Design

This is an **AGREEMENT**, made as of the 19th day of August in the year 2010;

by and **BETWEEN** the City of Muscatine, Iowa, identified as the **Owner**;

City of Muscatine, Iowa
Muscatine City Hall
215 Sycamore
Muscatine, Iowa 52761

Contact name: Mr. Steve Boka, Director – Planning, Zoning & Building Safety Department
Phone: (563) 262-4141

and the **Consultant**;

Stanley Consultants, Inc.
Stanley Building
225 Iowa Avenue
Muscatine, IA 52761

Contact Name: Mr. Michael McKenna, Vice President
Phone: (563) 264-6477

for the following Project:

The **Owner** has decided to improve the Mississippi Drive Corridor from Main Street to the Norbert F. Beckey Bridge (see attached map) in accordance with the current Statewide Transportation Improvement Program. It has been determined that the **Owner** shall proceed with the preparation of Phase I - Environmental Study/Preliminary Engineering and Preliminary Design, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT) and the Federal Highway Administration (FHWA).

The **Owner** desires to employ the **Consultant** to provide NEPA Environmental Documentation and preliminary survey and engineering services in connection with the design and preparation of plans, specifications and estimates for the improvements. The **Consultant** is willing to perform such engineering work in accordance with the terms hereinafter provided and warrants that it is in compliance with Iowa statutes relating to the licensure of professional engineers.

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Attachment A – Scope of Services

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Attachment H – Consultant Fee Proposal

Attachment I – Terracon Scope of Work

Attachment J – Map

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is:

Transportation corridor improvement to accommodate current and projected growth in the region.

1.2 Financial Parameters

1.2.1 The financial parameters are;

Amount of the **Owner's** budget for the **Consultant's** compensation is:
\$1,016,043 inclusive of \$55,621 in contingency.

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is: \$334,324.

1.3 Project Team

1.3.1 The **Owner's** Designated Representative identified as the **Contract Administrator** is:

Steve Boka

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:

Michael R. Helms, P.E.

1.3.3 The subconsultants retained at the **Consultant's** expense are:

AECOM
Martin & Whitacre Surveyors and Engineers, Inc.
RDG Professional Services
The Louis Berger Group, Inc.
Environmental Planning Strategies, Inc.
LT Leon Associates, Inc.
Terracon

1.4 Time Parameters

1.4.1 Date to Proceed: **Consultant** is to begin work under this Agreement upon receipt of a written notice to proceed from the Owner.

1.4.2 The **Consultant** shall not begin Phase I activities until after the **Owner** has been notified by the Iowa DOT that FHWA approval been obtained.

ARTICLE 2 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

2.1 Enumeration of Parts of the Agreement. This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the **Owner, Consultant**, Iowa DOT, and the FHWA. This Agreement comprises the documents listed below.

2.1.1 The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the *Scope of Services* provided in Attachment A.

- 2.1.2 All services herein required and provided shall be in conformity with the applicable Iowa DOT Standards, Design Guides and Specifications and Title 23, Code of Federal Regulations, Part 625, as outlined in Attachment B. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.1.3 Other documents as follows:
- .1 Fees and Payments – Attachment C
 - .2 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Attachment D
 - .3 Certification of Consultant - Attachment E
 - .4 Certification of Owner - Attachment F
 - .5 Sample Invoice Form - Attachment G
 - .7 Consultant Fee Proposal - Attachment H

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement

- 3.1.1 For the **Consultant's** services as described under Article 2, compensation shall be computed in accordance with the Cost Plus Fixed Fee compensation method, as defined in Attachment C.

3.2 Subconsultant

- 3.2.1 The **Consultant** shall require the subconsultants to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** unless the **Contract Administrator** has given prior written approval and the Iowa DOT and the FHWA concurs.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

- 4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.
- 4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.
- 4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. All electronic files will be submitted to the **Owner** by the **Consultant** on CD or other mutually agreed upon medium. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

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- 4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.
- 4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.
- 4.2 **Revision of Plans**
- 4.2.1 Drafts of work products shall be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work". Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work".
- 4.2.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.
- 4.2.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.3.
- 4.3 **Extra Work**
- 4.3.1 If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work", it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. Unless written approval for "Extra Work" has been secured in advance from the **Contract Administrator**, and the Iowa DOT and the FHWA (when applicable) concurs, no claims will be allowed. However, the **Owner** shall have benefit of the service rendered.
- 4.4 **Progress Meetings**
- 4.4.1 From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.
- 4.5 **Additional Plans**
- 4.5.1 At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient prints of plans or other data in such detail as may be required, for the purposes of review of details and for plan-in-hand and field check inspections.

4.6 Termination of Agreement

- 4.6.1 In the event of the death of any member or partner of the **Consultant's** firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the **Owner** and the survivors.
- 4.6.2 The right is reserved by the **Owner** to terminate this Agreement at any time upon not less than thirty (30) days' written notice to the **Consultant**.
- 4.6.3 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs. The portion of the fixed fee shall be based on the ratio of the actual costs incurred to the estimated actual costs contained in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Estimated Actual costs, plus any authorized contingency.
- 4.6.4 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.
- 4.6.5 The right is reserved by the **Owner** to suspend this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with paragraph 4.6.3 above.
- 4.6.6 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.
- 4.6.7 This Agreement will be considered completed when the construction of the project has progressed sufficiently to make it clear that the construction can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

4.7 Extension of Time

- 4.7.1 The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays caused by an act of God, war, government actions, or similar causes beyond the reasonable control of the **Consultant**.

4.8 Mediation

- 4.8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **Owner** and the **Consultant** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The **Owner** and the **Consultant** further agree to include a similar mediation provision in all agreements with independent contractors and **Consultants** retained for the project and to require all independent contractors and **Consultants** also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

• **4.9 Arbitration**

4.9.1 In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement in accordance with Paragraph 4.8, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and pursuant to the arbitration procedures set out in Iowa Code Chapter 679A. Any arbitration pursuant to this paragraph or mediation pursuant to Paragraph 4.8.1 shall occur in Muscatine County, Iowa.

4.10 Responsibility for Claims And Liability

4.10.1 The **Consultant** shall defend, indemnify and save harmless the Owner, the Iowa Department of Transportation, the State of Iowa, its agencies, agents, employees and assignees and the Federal Government from all claims and liabilities due to design error, omission or negligent act of the **Consultant**, its members, agents, stockholders, or employees in connection with performance of this Agreement.

4.11 Non-Raiding Clause

4.11.1 The **Consultant** shall not engage the services of any person or persons, then in the employment of the **Owner**, for work covered by this Agreement without the written consent of the employer of such person.

4.12 General Compliance with Laws

4.12.1 The **Consultant** shall comply with all Federal, State and Local laws and ordinances applicable to the work.

4.13 Subletting, Assignment or Transfer

4.13.1 Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the **Contract Administrator** and the Iowa DOT and the FHWA (when applicable) concurs.

4.14 Forbidding Use of Outside Agents

4.14.1 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 bona fide employees working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul the Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, or counterpart fee.

4.15 Consultant's Endorsement on Plans

4.15.1 The **Consultant** shall endorse the completed computations prepared under this Agreement, and shall affix thereto the seal of a licensed professional engineer or architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

4.16 Compliance with Title 49, Code of Federal Regulations

4.16.1 During the performance of this Agreement, the **Consultant** and its assignees and successors in interest agree as follows:

4.16.1.1 Compliance with Regulations

4.16.1.1.1 The **Consultant** will comply with the regulations of the U.S. Department of Transportation, relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

4.16.1.2 Nondiscrimination

4.16.1.2.1 The **Consultant**, with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** will not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in the Regulations.

4.16.1.3 Solicitation for Subconsultants, Including Procurement of Materials and Equipment

4.16.1.3.1 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, sex, or national origin.

4.16.1.4 Disadvantaged Business Enterprises

4.16.1.4.1 The **Consultant** or its subconsultants agree(s) to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The **Consultant** and their subconsultants shall not discriminate on the basis of race, religion, age, physical disability, color, sex or national origin in the award and performance of U.S. DOT assisted contracts. If, as a condition of assistance, the Iowa DOT has submitted to the U.S. DOT, or the **Consultant** has submitted to the Iowa DOT, and the U.S. DOT or Department has approved a disadvantaged business enterprise affirmative action program which the Iowa DOT and/or **Consultant** agrees(s) to carry out, this program(s) is incorporated into this Agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement.

Upon notification to the **Consultant** of its failure to carry out the approved program, the **Owner**, the Iowa DOT, and/or the U.S. DOT shall impose sanctions, which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** or any of its subconsultants are hereby advised that failure to fully comply with the Iowa Department of Transportation's DBE Program shall constitute a breach of contract and may result in termination of this Agreement or agreement(s) by the **Owner** or such remedy as the **Owner** deems appropriate. Refer to Article 4.6 of the Agreement.

4.16.1.5 Information and Reports

4.16.1.5.1 The **Consultant** will provide all information and reports required by the regulations, orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa DOT, or the FHWA, to be pertinent to ascertain compliance with regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information, the **Consultant** shall so certify to the **Owner**, the Iowa DOT, or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain information.

4.16.1.6 Sanctions for Noncompliance

4.16.1.6.1 In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA, may determine to be appropriate, including, but not limited to:

...1.6.1.1 Withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, and/or

...1.6.1.2 Cancellation, termination or suspension of the Agreement, in whole or in part.

4.16.1.7 Incorporation of Provisions

4.16.1.7.1 The **Consultant** will include the provisions of Article 4.16.1.1 through 4.16.1.6 of this Agreement in every subagreement, including procurements of materials and lease of equipment, unless exempt by the regulations, orders or instructions issued pursuant thereto. The **Consultant** will take such action with respect to any subagreement or procurement as the **Owner**, Iowa DOT, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner**, the Iowa DOT, or the United States to enter into such litigation to protect the interests of the **Owner**, the Iowa DOT, and the United States, respectively.

4.17 Access to Records

4.17.1 The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final payment under the Agreement, for inspection and audit by the **Owner**, Iowa DOT, FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

4.18 Iowa DOT and Federal Highway Administration Participation

4.18.1 The work under this Agreement shall be contingent upon and subject to the approval of the Iowa DOT and the Federal Highway Administration. The Iowa DOT and the Federal Highway Administration shall have the right to participate in the conferences between the **Consultant** and the **Owner** and to participate in the review or examination of the work in progress.

4.19 Severability


If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

4.20 Choice of Law and Form

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this agreement, the exclusive jurisdiction for the proceeding shall be brought in the Muscatine County District Court for the State of Iowa, Muscatine, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

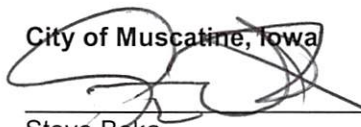
Stanley Consultants, Inc.



Michael J. McKenna
Vice President

Date: 05 August, 2010


City of Muscatine, Iowa



Steve Boka
Director – Planning, Zoning & Building Safety Department

Date: August 20, 2010

Iowa Department of Transportation
Accepted for FHWA Authorization*

By: 

James Armstrong, P.E.
Local Systems Engineer
District 5

Date: August 24, 2010

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.





Richard W. O'Brien, Mayor



Gregg Mandsager, City Administrator

ATTACHMENT A Scope of Services

Background: The *Scope of Services* for the Phase I Study of Mississippi Drive between Main Street and the Norbert F. Beckey Bridge involves the development of design alternates to accommodate traffic for the 2040 design year as well as to provide safe pedestrian access, and improve drainage and aesthetics along the corridor. Phase I services also include the preparation of a *National Environmental Policy Act* (NEPA) document, anticipated to be a “streamlined” Environmental Assessment (EA).

Basic Services:

The following work tasks are included in the Basic Services:

Task 1.0 - Data Collection, Compilation, Review and Evaluation of Data Base:

- 1.1 *Kick-off Meeting:* Project Kick-off meeting will be conducted to establish lines-of-communications and identify points-of-contact within the Project Team (City of Muscatine, Iowa DOT, Bi-State Regional Planning Commission, and Consultants).
- 1.2 Collect available information from the City, Iowa DOT and Bi-State:
 - Land use maps
 - Zoning maps
 - School district maps
 - Park district maps
 - Fire district maps
 - Sanitary district maps
 - County maps
 - Microfilm plans,
 - Bridge plans and inspection reports,
 - Current traffic counts at all intersections,
 - Crash data,
 - Soils and geological information,
 - Existing right-of-way,
 - Utility plans
 - School bus routes
 - City bus routes
 - Muscatine Comprehensive Land Use Plan
 - Census data
- 1.3 Supplemental traffic counts: additional traffic counts will be conducted as necessary, to supplement the existing data.
- 1.4 Review the *Iowa Region Nine 2035 Long Range Transportation Plan* provided by the Bi-State Regional Commission, to determine facility deficiencies based on information gathered.
- 1.5 Prepare maps and charts of data collected and analyze such data.
- 1.6 Coordination Meetings:
 - 1.6.1 Utility Coordination Meetings: It is anticipated that three (3) meetings with utility companies will be conducted to obtain data and for project coordination.
 - 1.6.2 Railroad Coordination Meetings: It is anticipated that three (3) meetings with the railroad companies will be conducted to obtain data and for project coordination.
 - 1.6.3 Two (2) meetings with the City of Muscatine and Bi-State Regional Commission will be conducted to discuss projected growth in the area.
- 1.7 Field review of the project area will be conducted with the Project Team.
- 1.8 Project Stakeholders will be identified.
- 1.9 Early Coordination: Conduct early coordination with local, state and federal agencies (see Task 5.4 for a partial list) to gain information and input in the project. Prepare summary memo following receipt of comments for City and Iowa DOT use and information.

Task 2.0 - Base Mapping (Aerial Exhibits):

- 2.1 An aerial exhibit base map will be prepared for the project corridor.

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Task 3.0 - Survey:

- 3.1 Topography with 1' contours, spot elevations at critical changes in grade.
 - a. Cross-sections at all street intersections and entrance drives
 - b. Cross-sections at 100' intervals
- 3.2 All lane striping.
- 3.3 All visible physical obstructions in the ROW, including trees and shrubbery.
- 3.4 All utilities, including rim and invert elevations.
 - a. Include overhead line locations.
 - b. Include overhead traffic signal structures.
 - c. Include the overpass crossing location at HON (measure the elevation of the bottom of the overpass)
- 3.5 ROW widths and limits.
- 3.6 Survey limits to include the ROW, plus 20' beyond or to a building face.
 - a. Include railroad crossings and approaches where RR parallels Mississippi Drive in the downtown area.
 - b. Include the open space to the south and east at Carver Corner.
- 3.7 Everything tied to State Plane Coordinates and NAVD 88 (which is the City's datum).

Task 4.0 - Geotechnical Investigation and Analysis

IA 92 in the downtown Muscatine areas has a history of and/or suspected problems with stability/creep, with settlement, with seepage from the adjacent bluffs, and with other items, all of which may relate to the existing roadway being built on talus, alluvial, and other potentially problematic materials. The design of the proposed project should include considerations for these things, and should incorporate all necessary geotechnical and related evaluations of these factors. This may require subsurface investigations, geologic reviews, specific site reviews and inspections, applicable geotechnical analysis, specific designs, and/or other actions as may be necessary. This work will be performed by a geotechnical engineer licensed in the state of Iowa.

- 4.1 Complete geotechnical services set forth in the attached proposal from Terracon, dated May 27, 2010.
 - No work will be performed on railroad right-of-way during this phase of the project. Therefore, right-of-entry permits and flagger costs are not included in the fees.

Task 5.0 - Environmental Data, Coordination, Inventory and Analysis:

- 5.1 Evaluate existing and future land use, agriculture, and developments.
- 5.2 Define and analyze Social and Economic Factors.
- 5.3 Studies and Investigations:
 - Archaeological/Historic/Architectural,
 - Special Waste (Regulated Material Sites),
 - Parkland Recreational Areas,
 - Wetlands,
 - Biological,
 - Ecological and Water Resources,
 - Air Quality, and
 - Noise.
- 5.4 Coordination with Regulatory Agencies:
 - Iowa DOT,
 - Iowa Department of Natural Resources,
 - U.S. Environmental Protection Agency
 - Federal Emergency Management Agency
 - U.S. Dept of Interior – Office of Environmental Policy and Compliance
 - Federal Railroad Administration
 - U.S. Coast Guard
 - U.S. Army Corp of Engineers (USACOE),
 - U.S. Fish & Wildlife Service,
 - Bi-State Regional Commission
 - Iowa State Historical Preservation Officer, and
 - Native American tribal organizations.
 - Muscatine School District

- Others as needed
- 4.5 Field Trips: Two (2) field trips to the area for data collection plus one (1) meeting for coordination with environmental agencies.

Task 6.0 - Bridge Inspections, Bridge Condition Reports (assumes concrete deck/PPC I-beam bridge).

There is one structure within the project limits: IA 92 over Mad Creek, Iowa DOT Bridge Number 7075.OS92, FHWA Number 37950. The Iowa DOT completes an inspection of this bridge every two (2) years. STANLEY CONSULTANTS, INC. will utilize the most recent bridge condition report (BCR) for making recommendations for the project.

- 6.1 Review existing BCR prepared by Iowa DOT.
- 6.2 Discuss BCR with Iowa DOT personnel.
- 6.3 Provide recommendations for improvements.

Task 7.0 - Drainage Studies

- 7.1 Develop an existing drainage system. The existing drainage system will involve the identification of drainage problems, base floodplains, sewer locations, and major drainage features.
- 7.2 Develop a proposed drainage system. The proposed drainage system will involve an evaluation of sewer outfalls; development of drainage alternatives; an analysis of floodplain encroachments; a determination of compensatory storage needs; and coordination with IDNR and USACOE to obtain permits.
 - 7.2.1 Conceptualize and present various applicable streetscape related stormwater drainage techniques. The most applicable and feasible techniques will be identified for each segment of the corridor. The resulting recommendations will be developed into plan and sketch illustrative graphics and will include a conceptual level opinion of probable cost.
 - 7.2.2 Review the "High-Sidewalk" area between Linn St. and Broadway St., and provide solutions to address the drainage problems associated with this area
 - 7.2.3 Prepare a Stormwater Management Plan (SWMP) that documents the process and rationale used to select the proposed locations and types of stormwater BMPs and other pollution prevention measures. The SWMP will include existing and proposed drainage maps, engineering calculations and specifications for BMP options, water quality benefits, estimated costs, implementation challenges, and potential for public benefit. A draft report will be submitted to the City for review. A final report incorporating necessary revisions will be submitted after receiving comments
- 7.3 Drainage & Stormwater Discharge Coordination:
 - 7.3.1 Coordinate with USACOE regarding the Mad Creek Flood Control Project.
 - 7.3.2 Three (3) meetings are anticipated with the City, IDNR, and USACOE regarding stormwater discharge.

Task 8.0 - Alternate Geometric Studies:

One alternative will be developed in detail; one additional alternative will be developed on a conceptual basis. Plan studies will include preliminary roundabout design, traffic calming measures, and geometric improvements along the high sidewalk area. The alternatives will consist of a main alternative of a five-lane cross section on existing alignment, a conceptual alternative of a three-lane cross section on existing alignment, and the no-build alternative. Based on the Corridor Study, a one-lane roundabout alternative at the Hershey/Green intersection will be developed as a result of the offset alignment of the side streets, Green and Grandview.

- 8.1 Preparation of alternate alignments will include:
 - Geometrics plan studies
 - Profile and cross-section studies;
 - Typical cross-sections and details;
 - Delineation of proposed geometrics and right-of-way lines;
 - Develop preliminary right-of-way limits
 - Prepare estimates of probable construction cost for each alignment.
- 8.2 Alignment Coordination Meetings: Three (3) meetings will be conducted to discuss development of proposed alignments.
- 8.3 Determine Right-of-way impacts.

Task 9.0 - Crash Analysis

- 9.1 Develop crash data to develop collision diagrams and exhibits based on the most recent crash data over a 3-year time period. A crash analysis will be prepared in accordance with current FHWA Highway Safety Improvement Program guidance.

Task 10.0 - Capacity Analyses

Basic Highway Capacity Manual (HCM) Version 2000 methodologies will be utilized. The Synchro (Version 7.0) computer simulation model will be utilized to verify the corridor capacity sufficiency and will provide the intersection analysis and signal timing/phasing inputs for the detailed signal and intersection design.

- 10.1 Prepare a capacity analyses for eleven (11) intersections. Analyses will be performed for:
 - Existing traffic/existing conditions,
 - Projected traffic/existing conditions,
 - Existing traffic/proposed conditions,
 - Projected traffic/proposed conditions.
- 10.2 Traffic signal warrant studies will be performed for 11 intersections based on current MUTCD guidelines. A report summarizing the results of the analyses will be prepared.

Task 11.0 - Intersection Design Studies

Each Intersection Design Study will include intersection geometry, capacity analysis results, traffic signal phasing diagrams, existing and proposed traffic volumes, and design exceptions, if needed.

- 11.1 Prepare an *Intersection Design Study* for the six (6) signalized intersections.

Task 12.0 - Traffic Maintenance Analysis

- 12.1 Identify potential detour routes;
- 12.2 Determine the method of traffic maintenance via detour or stage construction, and prepare text of traffic maintenance and exhibits.
- 12.3 Coordination of Detour Routes: Coordinate with stakeholders for access during construction.

Task 13.0 - Public Involvement

- 13.1 Prepare the public involvement brochures, newspaper ads/legal notices, display exhibits, and website.
- 13.2 Organize and Conduct Meetings:
 - Stakeholder meetings: five (5) meetings
 - Public meetings: two (2) meetings
 - Public Hearing: one (1) Public Hearing following publication of Environmental Assessment (EA)

Task 14.0 - Environmental Assessment

A Streamlined EA will be prepared according to FHWA and Iowa DOT guidelines and format. The impacts discussed in the EA will be determined as part of the streamlined process and through data collection conducted at the outset of the project. General tasks associated with preparing the EA are below:

- 14.1 Prepare the *Purpose and Need Statement*. This memorandum will be reviewed by Iowa DOT and FHWA.
- 14.2 Evaluate up to three (3) alignment alternatives, plus No Action. Only one build and the No Action alternatives will be carried forward in the EA.
- 14.3 Identify consequences/measures to minimize harm.
- 14.4 Compile maps, charts, graphs, and exhibits
- 14.5 Prepare, submit and review, as necessary, the Environmental Assessment to Iowa DOT and FHWA.
 - Preparing the EA assumes two (2) rounds of review with Iowa DOT before it is sent to FHWA for review and signature. Printing of up to five (5) copies of each review copy of the EA is included. Printing and distribution of the EA to agencies is included, with up to 60 copies estimated for distribution. A CD version of the EA and FONSI will be prepared.

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- If Section 4(f) resources are discovered in the corridor that would review analysis and preparation of a 4(f) Statement, this would be considered extra work and performed as a supplement to this Agreement.
- 14.5 Coordination: This task involves meetings, including FHWA coordination, anticipated to discuss the Environmental Assessment and related issues.

For purposes of preparing this Scope and budget, it is assumed a FONSI will be appropriate for this project. This task includes preparing a FONSI following the comment period for the Public Hearing, based on comments received on the EA. Two (2) rounds of review are anticipated before the FONSI is sent to FHWA for review and signature. Up to three (3) printed copies of the FONSI per review are included. Printing and distribution of the FONSI is included and up to thirty (30) copies are estimated to be printed. A CD version of the FONSI will be printed.

Task 15.0 - Location Report

- 15.1 Prepare the *Preliminary Location Report*:
- Prepare the Location Report Outline
 - Compile exhibits, maps, charts, graphs, and tables
 - Analyze alternatives/alternate alignment and cross-sections
 - Prepare *Draft Location Report*;
 - Print and distribute the *Preliminary Location Report*
- 15.2 Prepare the Final Location Report:
- Incorporate Public Hearing input/disposition of comments;
 - Revise the *Preliminary Location Report*
 - Write a summary and conclusion
 - Print and distribute the *Final Location Report*

Task 16.0 - Project Administration

- 16.1 Project Administration will include the preparation of:
- Staff and resource scheduling
 - Progress monitoring
 - Monthly invoice and progress reports in accordance with Iowa DOT/FHWA requirements.
 - Quarterly reports

Task 17.0 - Project Quality Administration/Quality Control

- 17.1 Implementation of the project QA/QC plan.

ATTACHMENT B Specifications

Environmental documentation shall be in accordance with NEPA requirements. The Consultant shall provide the following services:

- Environmental and Cultural Resource Investigations
- Agency Coordination and Public Involvement
- Identification of recommended or preferred alternatives
- Preparation of an environmental document (Environmental Assessment [EA] and Finding of No Significant Impact [FONSI])
- Distribution of the EA & FONSI
- Public Meetings
- Public/Agency Coordination
- Input Synopsis, including public meeting summaries, public and agency comments and responses to comments
- Preliminary engineering/design (30%) consisting of typical sections, plan and profiles for the preferred alignment, and a general construction cost which will include a 20-30% contingency for undeveloped design details to be determined in the final design phase.
- Design criteria shall be according to IDOT office of Design's "Design Manual".
- The IDOT Standard Specifications for Highway Bridge Construction, Series 2009, plus General Supplemental Specifications; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions, shall apply to development of this project.
- Concept Statement and Preliminary Plans development shall follow the Instructional Memorandums to Local Public Agencies.

**ATTACHMENT C (referenced from 3.1)
Fees and Payments - Cost Plus Fixed Fee**

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amounts of the **Consultant's** actual cost plus applicable fixed fee amount. **Consultants'** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment H – Consultant Fee Proposal. The nature of engineering services is such that actual costs are not completely determinate. Therefore, it is possible that the **Consultant's** actual costs may exceed those shown in Attachment H – Consultant Fee Proposal and as shown below. A contingency amount has been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs	\$ 890,540
Fixed Fee [Prime Only]	\$ 70,242
Contingency [Prime Only]	\$ 55,621
Maximum Amount Payable	\$ 1,016,403 (includes \$55,621 in contingency)

If at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT and the FHWA (when applicable). The **Owner** or the Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount. The **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above.

The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. If the **Consultant** exceeds the estimated actual costs for any reason (other than that covered in Section 3.1.1.2.3) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny the use of the contingency amount.

The fixed fee amount will not be changed unless there is a substantial change in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. Any change in the fixed fee amount will be made by a Supplemental Agreement or Extra Work Order. The maximum amount payable under this Agreement is \$1,016,403, which is the sum of the above amounts. The maximum amount payable can not be exceeded except by Supplemental Agreement or Extra Work Order if the **Consultant** establishes there is a substantial change in scope, character, or complexity of the services covered by this Agreement, the **Contract Administrator** agrees, and the Iowa DOT and FHWA (when applicable) concurs. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract Administrator** in writing. The maximum amount payable may be increased by a Supplemental Agreement or Extra Work Order, or this Agreement will be terminated, with the **Owner** having the right, at its discretion, to terminate this Agreement without payment of the amount exceeding the maximum amount payable. The **Owner** or the Iowa DOT may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

3.1.1.2 Reimbursable Costs. Reimbursable costs are the actual costs incurred by the **Consultant** which are attributable to the specific work covered by this Agreement and allowable under the provisions of Title 48, Subchapter E., Part 30 (full cost accounting standards; when applicable), section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation. These include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.

2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the **Consultant's** current fiscal year: Salary related expenses are 52.41% of direct salary costs, general overhead costs are 98.91% of direct salary costs, and Facility Capital Cost of Money are 0.7% of direct salary cost. Use of updated overhead percentage rates shall be requested by the **Consultant** after the close of each fiscal year and shall be used to update previous year invoices and subsequent year as a provisional rate for invoicing in order to more accurately reflect the cost of work during the previous and subsequent years. Any actual fiscal year or fiscal year's audited or unaudited indirect costs rates known by the **Consultant** shall be used in computing the final invoice statement. All unverified overhead rates shall have a schedule of computation supporting the proposed rate attached to the final bill. Prior to final payment for work completed under this Agreement all indirect cost rates shall be audited and adjusted to actual rates through the most recently completed fiscal year during which the work was actually accomplished. In the event that the work is completed in the current fiscal year, audited indirect cost rates for the most recently completed fiscal year may be applied also to work accomplished in the current fiscal year. If these new rates cause the estimated actual costs to be exceeded, the contingency amount will be used.

3.1.1.3 Premium Overtime Pay. Premium overtime pay (pay over normal hourly pay) shall not exceed 2 percent of the total direct salary cost without written authorization.

3.1.1.4 Payments. Monthly payments shall be made based on the percentage of work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The portion of the fixed fee to be paid will be in the proportion of the actual work completed and documented on the monthly progress reports.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and/or amounts earned. Payment of 100% of the total cost claimed will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

ATTACHMENT D
Certification Regarding Debarment, Suspension, and other Responsibility Matters
– Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and other Responsibility Matters
– Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa
Muscatine County

I, Michael J. McKenna, Vice President of the Stanley Consultants, Inc. Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above statements are true and correct.


_____ (signature)

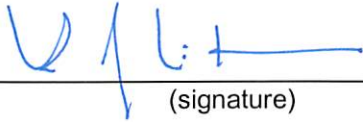
Subscribed and sworn to this 07 day of August, 2010.

ATTACHMENT E
Certification of Consultant

I hereby certify that I, Michael J. McKenna, am the Vice President and duly authorized representative of the firm of Stanley Consultants, Inc., whose address is Stanley Building, 225 Iowa Avenue, Muscatine, IA 52761, and that neither I nor the above firm here represented has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.



(signature)

Made this 05 day of August, 2010.

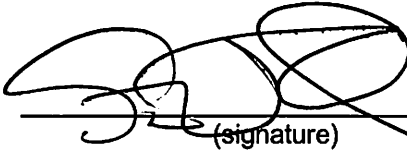
ATTACHMENT F
Certification of Owner

I hereby certify that I, Steve Boka, am the Director of the Planning, Zoning & Building Safety Department and the duly authorized representative of the Owner, and that the above consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) Employ or retain, or agree to employ or retain, any firm or person, or

(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Iowa DOT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.



(signature)

Made this 20th day of August, 2012.

ATTACHMENT G
Page 1

Consultant Name
Consultant Address
Consultant Address

Cost Plus Fixed Fee Final Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
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Labor Dollars (2002)
Labor Dollars (2001)
Labor Dollars (2000)
Labor Dollars (1999)
Overhead (2002)
Overhead (2001)
Overhead (2000)
Overhead (1999)
Direct Expenses
 Mileage
 Per Diem
 CADD

Subconsultants (including authorized
contingency)
 Name
 Name
 Name

Subtotal
Fixed Fee
Authorized Contingency
 Total Authorized Amount
Total Billed To Date
Remaining Authorized Balance

Unauthorized Contingency
 Prime
 Subconsultant Name
 Subconsultant Name

Labor Hours (2002)
Labor Hours (2001)
Labor Hours (2000)
Labor Hours (1999)

ATTACHMENT G

Page 2

Cost Plus Fixed Fee Final Invoice Instructions

- **Employee Labor Hours and Dollars:** A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- **Overhead Rates:** Overhead rates and labor dollars to which the overhead rates are applied should match the fiscal year in which the costs are incurred. Overhead rates applied to labor should be audit verified when available. When not available, proposed FAR adjusted rates for the fiscal year in which the labor is incurred should be used.
- **Direct Expenses:** A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc....) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc....) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- **Subconsultant:** Final invoice requirements for subconsultants with cost plus fixed fee contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.

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ATTACHMENT H - CONSULTANT FEE PROPOSAL

COST ANALYSIS - TASK & CONSULTANT DISTRIBUTION SUMMARY

MISSISSIPPI DRIVE CORRIDOR - PHASE I

PROJECT TITLE: Environmental Study/Preliminary Engineering & Preliminary Design

Date: 4-August 2010

	Fee	Stanley	AECOM	M&W	RDG	Terracon	LB	DBE		Total SUBS
								EPS	Leon	
TASK 1. - Data Collection, Compilation, Review and Evaluation of Data Base	\$ 77,900	\$ 63,813	\$ 9,087						\$ 5,000	\$ 14,087
TASK 2. - Base Mapping (Aerial Photo Mosaics)	\$ 6,325	\$ 6,325								\$ -
TASK 3. - Survey	\$ 137,090	\$ 9,240		\$ 127,851						\$ 127,851
TASK 4. - Geotechnical Investigation and Analysis	\$ 29,702	\$ 5,101				\$ 24,600				\$ 24,600
TASK 5. - Environmental Data, Coordination, Inventory, and Analysis	\$ 77,790	\$ 34,728	\$ 8,373		\$ 6,511		\$ 25,677	\$ 2,500		\$ 43,061
TASK 6. - Bridge Inspections, Bridge Condition Reports	\$ 4,780	\$ 4,780								\$ -
TASK 7. - Drainage Studies	\$ 61,212	\$ 37,882			\$ 9,031				\$ 14,300	\$ 23,331
TASK 8. - Alternate Geometric Studies	\$ 99,009	\$ 99,009								\$ -
TASK 9. - Crash Analysis	\$ 22,222	\$ 22,222								\$ -
TASK 10. - Capacity Analyses	\$ 23,600	\$ 23,600								\$ -
TASK 11. - Intersection Design Studies	\$ 33,128	\$ 33,128								\$ -
TASK 12. - Traffic Maintenance Analysis	\$ 18,246	\$ 18,246								\$ -
TASK 13. - Public Involvement	\$ 123,109	\$ 101,099	\$ 7,126		\$ 12,883			\$ 2,000		\$ 22,009
TASK 14. - Environmental Assessment/Finding of No Significant Impact	\$ 77,548	\$ 11,028	\$ 61,140					\$ 5,380		\$ 66,520
TASK 15.1 - Preliminary Location Report	\$ 59,535	\$ 59,535								\$ -
TASK 15.2 - Final Location Report	\$ 38,613	\$ 35,993			\$ 2,619					\$ 2,619
TASK 16. - Project Administration	\$ 43,887	\$ 36,142			\$ 7,745					\$ 7,745
TASK 17. - Project Quality Assurance/Quality Control	\$ 27,086	\$ 24,586						\$ 2,500		\$ 2,500
Total	\$ 960,782	\$ 626,457	\$ 85,726	\$ 127,851	\$ 38,789	\$ 24,600	\$ 25,677	\$ 12,380	\$ 19,300	\$ 334,324

DBE Goal: 4.4% of Federal Funds
 Estimate of Federal: \$768,626
 Proposed DBE Participation: \$31,680
 Current DBE % achieved: 4%

ATTACHMENT H - CONSULTANT FEE PROPOSAL

COST ANALYSIS: TOTAL PROJECT COSTS

MISSISSIPPI DRIVE CORRIDOR - PHASE 1

PROJECT TITLE: Environmental Study/Preliminary Engineering & Preliminary Design

Date: 4-August 2010

ESTIMATED DIRECT PAYROLL COST:

	<u>Hours</u>		<u>Rate</u>		
Project Administration	108	x	\$72.35	=	\$7,814
Project Management	455	x	\$58.40	=	\$26,572
Structural Eng	48	x	\$50.50	=	\$2,424
Transportation Planner	865	x	\$46.85	=	\$40,525
Transportation Eng	1666	x	\$43.65	=	\$72,721
Environmental Eng	406	x	\$40.80	=	\$16,565
Drainage Eng	180	x	\$40.80	=	\$7,344
Cost Estimator	40	x	\$35.35	=	\$1,414
Graphics	999	x	\$35.35	=	\$35,315
Clerical	250	x	\$17.20	=	\$4,300
<i>Subtotal Hours:</i>	<u>5017</u>			<i>Subtotal Direct Labor:</i>	\$214,993.40

ESTIMATED INDIRECT COST:

General Overhead, including Payroll Additives					
151.32 % x Direct Payroll			=		\$325,328.01
0.7 % x Direct Payroll (FCCM)			=		\$1,504.95

EXPENSES:

Stanley Consultants			=		\$14,390.00
AECOM			=		\$85,726.00
M&W			=		\$127,851.44
Louis-Berger			=		\$25,677.04
RDG			=		\$38,789.45
Terracon			=		\$24,600.00
EPS			=		\$12,380.00
LT Leon			=		\$19,300.00
				<i>Subtotal Expenses:</i>	\$348,713.93

FIXED FEE:

13% (Total Payroll + Indirect Costs)			=		\$70,241.78
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CONTINGENCY

10% (Total Payroll + Indirect Costs + SC Expenses)			=		<u>\$55,621.64</u>
				<i>Total</i>	\$1,016,403.72

City of Muscatine
 US 61/IA 92 (Mississippi Dirve)
 Phase I Study
 Work-hour and Direct Cost Estimate

TASK & DESCRIPTION	IN-HOUSE DIRECT COST	OUTSIDE DIRECT COST	TOTAL DIRECT COST
13 Public Involvement			
PRINTING			
Misc. Copies/Printing	\$300.00		
EXHIBITS - draft			
60 exhibits x 6sf/sheet x \$1.50/sf	\$540.00		
TRAVEL			
<i>Stakeholder meetings</i>			
Mileage- 5 meetings x (390 mi/RT + 90 mi/RT)	\$1,200.00		
Accommodations + per diem	\$500.00		
<i>Public Meetings + Hearing</i>			
Mileage- 3 meetings x (390 mi/RT + 90 mi/RT)	\$720.00		
Accommodations + per diem	\$300.00		
MISC. COSTS			
<i>Mounting boards</i>			
2 sets x 60 exhibits @ \$12/exhibit		\$1,440.00	
Public Meeting brochures		\$2,000.00	
SUBTOTALS =	\$3,560.00	\$3,440.00	\$7,000.00
14 EA Document/Evaluate Environmental Impacts to Feasible Alternates			
TRAVEL			
<i>Meetings</i>			
Mileage-(2 meetings x 390 miles/RT)	\$780.00		
Accommodations + per diem	\$200.00		
PRINTING			
DRAFT			
1 X 200 pages x 0.12 per page x 1 set	\$24.00		
SUBMITTAL			
1 X 200 pages x 0.12 per page x 5 sets	\$120.00		
DELIVERY		\$75.00	
SUBTOTALS =	\$1,124.00	\$75.00	\$1,199.00
15.1 Project Report (Preliminary)			
PRINTING			
DRAFT			
1 X 200 pages x 0.12 per page x 1 set	\$24.00		
SUBMITTAL			
1 X 200 pages x 0.12 per page x 5 sets	\$120.00		
DELIVERY		\$50.00	
SUBTOTALS =	\$144.00	\$50.00	\$194.00
15.2 Project Report (Final)			
PRINTING			
DRAFT			
1 X 200 pages x 0.12 per page x 1 set	\$24.00		
SUBMITTAL			
1 X 200 pages x 0.12 per page x 10 sets	\$240.00		
DELIVERY		\$50.00	
MISC. COSTS			
CD COPIES			
2 originals	\$100		
2 copies	\$75		
SUBTOTALS =	\$439.00	\$50.00	\$489.00
16 Progress Reports and Invoices			
PRINTING			
Misc. Copies/Printing	\$100.00		

City of Muscatine
 US 61/IA 92 (Mississippi Drive)
 Phase I Study
 Work-hour and Direct Cost Estimate

TASK & DESCRIPTION	IN-HOUSE DIRECT COST	OUTSIDE DIRECT COST	TOTAL DIRECT COST
SUBTOTALS =	\$100.00	\$0.00	\$100.00
17 QA/QC PRINTING Misc. Copies/Printing	\$100.00		
SUBTOTALS =	\$100.00	\$0.00	\$100.00
TOTALS =	\$10,717.40	\$3,615.00	\$14,382.40

May 27, 2010

Stanley Consultants, Inc.
225 Iowa Avenue
Muscatine, Iowa 52761

Attention: Mr. Michael R. Helms, P.E.

Re: Proposal for Preliminary Geotechnical Engineering Services
Proposed Mississippi Drive Retaining Wall and Pavement Reconstruction
2nd Street, Mississippi Drive and Green Streets
Muscatine, Iowa
Terracon Proposal No. P07100023r3

Dear Mr. Helms:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit our proposal to provide preliminary subsurface exploration and geotechnical engineering services for the proposed project. This proposal presents our understanding of the project information provided by Stanley Consultants, Inc. (SCI), the proposed scope of services, our anticipated work schedule and estimated fee.

A. PROJECT LOCATION AND INFORMATION

Site Location

ITEM	DESCRIPTION
Location	2 nd Street from Cypress Street to Mulberry Avenue Mississippi Drive from Mulberry Avenue to Green Street/Hershey Avenue Green Street from Hershey Avenue/Mississippi Drive to Pearl Street
Existing improvements	existing paved city streets
Existing topography	Relatively flat along the proposed reconstruction limits, but Mississippi Drive is about 10 feet above the adjacent railroad tracks to the south. Relatively steep slopes are present along a portion of the north side of Mississippi Drive.

Project Information

ITEM	DESCRIPTION
Proposed improvements	The referenced pavements will be constructed as part of this project. In particular, Mississippi Drive will be reconstructed as a two-lane road with a center turn lane. The total length of pavement to be reconstructed is on the order of 4,500 linear feet. A retaining wall may be constructed between Mississippi Drive and the adjacent railroad tracks between about Linn and Ash Streets (a

Terracon Consultants, Inc. 870 40th Avenue Bettendorf, Iowa 52722
P [563] 355 0702 F [563] 355 4789 terracon.com



ITEM	DESCRIPTION
	distance of about 1,900 linear feet). The maximum wall height will be approximately 10 feet. Where the projected wall height will be relatively small, the wall may be eliminated and the ground surface will be sloped.
Grading	No appreciable change in the profile grade is expected.

B. SCOPE OF SERVICES

Field Exploration Program – Although a boring spacing of 100 foot is required by Iowa Department of Transportation (IDOT) for retaining walls, overhead power lines are present along the south side of Mississippi Drive. For this reason, we may only be able to drill at the power pole locations where the distance between the ground and the power line is the greatest. Based on our site visit, it appears that the poles are spaced about 200 feet apart. For this reason, our fee includes 10 borings. Although we plan to use a smaller drill rig with a lower height tower, changes to the location and number of borings may be required due to the actual overhead distance available at each proposed boring location.

The existing and final grades for the retaining wall were not available for preparation of this proposal, but we plan to take these borings to depths of about 15 feet below the bottom of the wall/existing slope. For this reason, boring depths ranging from about 20 to 30 feet are included in our scope. Our estimated fee includes 300 linear feet of drilling in soil.

Fourteen (14) roadway borings would be needed using a boring spacing of about 300 feet. One of the previous borings performed between Spruce and Locust Streets for the City's retaining wall project will be used to eliminate one of the roadway borings. For this reason, 13 roadway borings extending to depths of about 10 feet below current grades are planned. The borings will terminate at shallower depths if rock is encountered. Our estimated fee includes 130 feet of drilling in soil.

Our drilling and sampling plan will generally follow the IDOT Specifications for Subsurface Investigations and Design as revised March 2006. Samples will be obtained using thin-walled tubes and a split-barrel sampler. Four (4) samples will be obtained in the first 10-foot interval below the estimated bottom of wall elevation and on approximately 5-foot depth intervals above and below this depth. Once the samples have been collected and classified in the field, they will be prepared for delivery to our laboratory.

Laboratory Testing – Laboratory testing of the samples will include natural water contents and visual-engineering classifications. Dry densities and unconfined compression tests will be performed on selected tube samples. Pocket penetrometer tests will also be performed on

Reliable ■ Responsive ■ Convenient ■ Innovative

selected cohesive samples to better estimate their unconfined compressive strengths. Up to six (6) Atterberg limits tests are included in our fee. Further testing can be performed for an additional fee.

Engineering Analysis and Report – After completion of the field and laboratory testing programs, the data and conditions will be summarized on boring logs and in a preliminary report prepared under the supervision of an engineer licensed in the State of Iowa. This preliminary report will contain a description of the project, a summary of the drilling, sampling and testing procedures, computer generated boring logs, a boring location sketch, a summary of the laboratory test results, and the following:

1. an overview of the subsurface conditions
2. classification of soils encountered at each boring location at the proposed subgrade elevation
3. water levels observed during drilling and their influence on construction
4. earthwork including fill materials, fill placement and compaction
5. preliminary design information including an estimated modulus of subgrade reaction value (k) for pavement design
6. lateral earth pressures for the design of a reinforced concrete cantilever wall,
7. possible maximum net allowable bearing pressure for retaining wall foundations

Our scope of services for this phase of the project does not include slope stability analysis of the existing slopes or of the proposed retaining walls. Our estimated fee also does not include simplified results of the drilling and testing in IDOT format added to soil plan and profile sheets.

Unless otherwise requested, a draft copy of the report will be prepared for Stanley's review. After receiving Stanley's review comments, three (3) paper copies and an electronic copy (PDF) of the report will be provided.

Schedule - If site and weather conditions permit, we can generally begin the field exploration program within about 10 working days after receipt of written authorization to proceed. A draft copy of our report will be provided about 10 days after completion of the field work. Our report will be submitted approximately one (1) week after the after receipt of Stanley's review comments. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

Conditions - Our estimated fee is based on the use of both track (Geoprobe®) and truck-mounted drill rig. Terracon's drill crews will provide the approximate layout of the borings.

Distances from available reference features are generally obtained using a cloth measuring tape and right angles for the boring locations are estimated. Our estimated fee does not include obtaining surface elevations at the boring elevations.

The overhead power line that feeds the street lights located on each power pole will need to be de-energized for us to perform the retaining wall borings. Terracon also requests that SCI and/or the City request that Muscatine Power and Water measure the height of the main overhead power lines along the proposed retaining wall alignment. We anticipate the need to close down selected lanes of traffic to perform the roadway borings at the proposed locations. We understand that the City of Muscatine will provide traffic control, including closure of the lanes to accommodate drilling of the borings. Our estimated cost does not include traffic control services or any permit fees.

Items to be provided by SCI include the right of entry to conduct the exploration, and an awareness and/or location of any subsurface utilities existing in the area. Terracon will contact the "Iowa One Call" utility locating service, but Terracon will not be responsible for underground utilities incorrectly marked, or not marked by others. Our cost does include one (1) joint meet at the site with utility locators. If there are any other restrictions or special requirements regarding this site or exploration, these also should be made known to us prior to commencing fieldwork.

The borings will be backfilled after the completion of drilling with auger cuttings. Those borings in existing pavements will be patched at the surface. Terracon will not be responsible for future maintenance or backfilling of the boreholes or for the migration of contaminants due to the presence of the borings. If this is a concern, the boreholes can be backfilled with bentonite for an additional fee. Reasonable care will be taken to reduce damage to the site, but it is impossible to estimate the cost to restore the boring sites to their original conditions prior to performing the work. For this reason, this cost is not included.

If obstructions are encountered, the boring will be offset and redrilled, or we will attempt to core through the obstruction. We will contact SCI or the City's project representative prior to coring through any obstruction so the location of private utilities can be verified. The cost for the additional auger or core footage will be in addition to our estimated fee.

Our fee is based on performing the field exploration without the need for personal environmental protective equipment. As our normal standard of care, the exploration at any boring location will be terminated and our findings discussed with you if evidence of contamination is encountered. Should personal protective equipment or special borehole sealing procedures become necessary, our fee will be discussed with you prior to commencing further drilling. Our scope of services does not include any level of environmental site

assessment services, but identification of unusual or unnatural materials encountered while drilling will be discussed on our logs and in our report.

C. COMPENSATION

For the scope of services outlined in this proposal, we are estimating a fee of \$24,600. As requested, a cost plus fixed fee breakdown is attached. Should subsurface conditions be encountered which would require revisions in the subsurface exploration program and/or result in higher costs, we will contact you prior to initiating this work. However, if contact cannot be made while our drill crew is on-site, reasonable changes in the drilling program, such as deepening a boring will be made by Terracon and SCI agrees to reimburse Terracon for these additional services. Our fee does not include the cost of services performed after submittal of our report, such as plan review Phase 2/addendum reports due to project changes or information that was not provided/available at the time our report was prepared. An invoice will be submitted upon completion of services, with payment due in accordance with the MSA.

D. CLOSURE

This proposal may be accepted by executing a Stanley Consultants, Inc. Task Order - Master Agreement for Geotechnical Services and returning one copy along with this proposal. This proposal is valid only if authorized within 60 days from the proposal date.

Thank you for considering Terracon for your geotechnical engineering services. We at Terracon look forward to working with you on this project. We are available to discuss the details of this proposal with you.

Sincerely,

Terracon Consultants, Inc.



W. Ken Beck, P.E.
Senior Principal\Office Manager

WKB:N:\Proposal Documents\2010\P07100023\Mississippi Drive Wall P07100023r3

Enclosures



Run Date: 12/11/2014
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U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT MODIFICATION

Report: FMISD06A
Page 1

STATE: IOWA

PROJECT NO:5330(614)

NO: 3

STATE PROJ. NO(S): 27705330614

DESCRIPTION: Mississippi Drive (IA92) from Main Street to Norbert F. Beckey Bridge over the Mississippi River in Muscatine. -
PE -NEPA Study

CLASSIFICATION OF PHASE OF WORK: PENG

THE PROJECT AGREEMENT FOR THE ABOVE-REFERENCED PROJECT ENTERED INTO BETWEEN THE UNDERSIGNED PARTIES AND EXECUTED BY THE DIVISION ADMINISTRATOR ON 08/18/2010 IS HEREBY MODIFIED AS FOLLOWS:

PROGRAM CODE	URBAN/ WITH		FORMER AMOUNT	REVISED AMOUNT
L200		ESTIMATED TOTAL OF PROJECT	\$531,964.00	\$534,966.00
		FEDERAL FUNDS	\$425,571.70	\$427,972.80
		ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
		PERCENT FEDERAL SHARE	80.00%	80.00%
L680		ESTIMATED TOTAL OF PROJECT	\$555,750.00	\$555,750.00
		FEDERAL FUNDS	\$444,600.00	\$444,600.00
		ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
		PERCENT FEDERAL SHARE	80.00%	80.00%

STATE REMARKS:

STP-U-5330(614)-27-70 - AMEND MOD. #3 - Increased PE under L200 Dt#01 for Amendment#2 to the base agreement.
STP-U-5330(614)-27-70 - AMEND MOD. #2 - Increased PE under L200 Dt# 01 for Supplemental Agreement for 4(f) lands documentation. In accordance With FHWA E-Mail dated 10/18/2010 this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
STP-U-5330(614)-27-70, Mod #1 To fully convert per conversion memo dated 4/26/11. STIP 10012. KG 4/27/11.
FA 80/20, STIP \$600,000(L200), STIP \$444,600 (L680), Item# 00727. Request for all phases of PE. Final Design will not begin until after the NEPA process is complete.

DIVISION REMARKS:

ALL OTHER TERMS AND CONDITIONS OF THE PROJECT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY:	DANIEL C. STOKES	DATE:	12/05/2014
APPROVAL RECOMMENDED BY:	DANIEL C. STOKES	DATE:	12/05/2014
APPROVED AND AUTHORIZED BY:	DANIEL C. STOKES	DATE:	12/05/2014

FEDERAL HIGHWAY ADMINISTRATION

APPROVAL RECOMMENDED BY:	DIANA L. WATTS	DATE:	12/11/2014
APPROVED AND AUTHORIZED BY:	DIANA L. WATTS	DATE:	12/11/2014
MODIFICATION APPROVED BY:	PETER E. JENSEN	DATE:	12/11/2014

AMENDMENT #2 TO BASE AGREEMENT

This Amendment is made and entered into this 11th day of November, 2014, by and between the City of Muscatine, IA (hereinafter referred to as the "Owner") and the firm of Stanley Consultants, Inc., Muscatine, IA (hereinafter referred to as the "Consultant").

WITNESSETH:

WHEREAS, the parties hereto have entered into an agreement, Contract # PZ11-13-2009-11, executed on 19 August 2010 to provide Phase I Environmental Study (NEPA) and Preliminary Engineering/Design services for the **Owner** for the Mississippi Drive corridor located in Muscatine, Iowa; and

WHEREAS, certain amendments to the terms and conditions of the original agreement between the parties need to be made to reflect a change in scope of work and payment:

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

The **Owner** has requested the **Consultant** to complete architectural photodocumentation of Puritan Ice Company.

The **Consultant** has been given written authorization to begin work under this amendment effective on, 6th of November, 2014.

The following dates shall be adhered to: Completion of FONSI and Final 4(f) Statement on or about 01 July 2015.

The **Consultant** shall remain prequalified in work category required, as defined in Iowa Department of Transportation Policy and Procedure No. 300.04, for the duration of this Agreement. Failure to do so may result in termination of this Agreement.

The **Consultant** submitted a Scope of Services (Attachment A) and Fee and Payments (Attachment B) to the **Owner** for the above-mentioned scope accommodation and associated fees. A maximum amount payable of \$3,000 for Amendment #2 has been deemed acceptable by all parties for these services.

Cost Summary

<u>Document</u>	<u>Costs</u>	<u>Fixed Fee</u>	<u>Contingency</u>	<u>Maximum Amount Payable</u>
(Base) Agreement	\$ 890,540	\$ 70,242	\$ 55,622	\$ 1,016,404
Amendment #1	\$ 68,757	\$ 2,555	\$ 0	\$ 71,312
Amendment #2	<u>\$ 3,000</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 3,000</u>
Total	\$ 962,297	\$ 72,797	\$ 0	\$ 1,090,716

Except as specifically amended by this agreement, all terms and conditions of the Base Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their proper officials thereunto duly authorized on the date below indicated.

(Consultant)

Stanley Consultants, Inc.

Daniel R. Fullerton Date: 11/12/14

Name: Daniel R. Fullerton, P.E.

Position: Project Principal

ATTEST:

By: Gail Cooper Date: 11.12.14

Name: Gail Cooper

Position: Administrative Assistant

CITY OF MUSCATINE, IOWA

Gary Mackay Date: 11/12/14

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization

Christy Van Buskirk Date: 12/11/2014

Name: Christy Van Buskirk, P.E.

Position: Local Systems Engineer, District 5

Iowa DOT Project No. STP-U-5330(614)—27-70
Muscatine County

City of Muscatine
Contract # PZ11-13-2009-01

ATTACHMENT A

Scope of Services



Louis Berger

November 7, 2014

Ms. Barbara C. Veal
Stanley Consultants
225 Iowa Avenue
Muscatine, Iowa 52761

RE: Supplemental Scope of Work and Budget for Mississippi Drive Memorandum of Agreement

Barbara,

Thank you for contacting the Louis Berger Group, Inc. (Louis Berger) to conduct supplemental work in association with the memorandum of agreement for the Mississippi Drive improvements. Specifically, the supplemental work involves photo-documentation of the Puritan Ice Company Building in Muscatine, Iowa. Louis Berger has prepared the following supplemental scope of work and cost to complete this project.

Proposed Scope of Work. Louis Berger will conduct a field inspection for purposes of digital photography in accordance with Iowa SHPO Standards for Digital Photography to document the structure, as required by Appendix A: Iowa Historic Property Study, 2.1-3. in the MOA and documentation standards set forth by the Iowa SHPO. Photographs will be high-resolution digital photographs in TIFF format. Printed photographs, photo catalog sheets, sketch floor plans, and a CD-R of the digital images will be sent to SHPO for their approval. One (1) set of 5x7 black and white photographs, photo-catalog sheets, sketch floor plans, and one CD-R of original digital photographs documenting the Puritan Ice Company Building will be submitted to Stanley Consultants to forward to the Iowa SHPO.

Deliverable and Schedule: *This task is expected to take 8 hours to document all aspects of the building and 22 hours to print photographs and compile documentation report. Louis Berger architectural Camilla Deiber will be conducting the fieldwork when access has been gained to the property. The documentation report will be submitted within one week of fieldwork completion. The documentation should be forwarded to SHPO for their 30 day review and approval.*

Cost Estimate. We estimate the photo-documentation can be completed for a time and materials cost not to exceed \$3,000.

Sincerely,

Hope Lulman, PhD, RPA
Vice President, Cultural Resources

Iowa DOT Project No. STP-U-5330(614)—27-70
Muscatine County

City of Muscatine
Contract # PZ11-13-2009-01

ATTACHMENT B

Fees & Payment

SUPPLEMENTAL COST PROPOSAL (2001829.005)
Mississippi Drive MOA: Architectural Photodocumentation of Puritan Ice Company
Stanley Consultants
11/6/2014

DIRECT LABOR	HOURS	RATES	TOTALS	
Task 3 Fieldwork				
Architectural Historian III (Deiber)	16	\$90.96	<u>\$1,455.36</u>	
Subtotal Task 3	16		\$1,455.36	
 Task 6 Report Preparation				
Architectural Historian III (Deiber)	4	\$90.96	\$363.84	
Architectural Historian (Barr)	6	\$75.20	\$451.20	
Principal Draftsperson (Horsford)	4	\$91.59	<u>\$366.38</u>	
Subtotal Task 6	14		\$1,181.42	
 <u>Total Labor</u>	 30		 \$2,636.78	
 DIRECT EXPENSES				
	NUMBER	ITEMS	RATES	TOTALS
Vehicle Rental (SUV/Minivan)	2	days @	\$55.00	\$110.00
Vehicle Fuel	2	days @	\$30.00	\$60.00
Lodging	1	person days @	\$77.00	\$77.00
Meals & Incidental Expenses	2	person days @	\$35.00	\$70.00
<u>Non-perdiem Expenses</u>				<u>\$46.22</u>
<u>Total Expenses</u>				<u>\$363.22</u>
 TOTAL LABOR				 \$2,636.78
 TOTAL EXPENSES				 <u>\$363.22</u>
TOTAL PROJECT COST				<u>\$3,000.00</u>

Vehicle Rental Rates per Enterprise
Lodging & Meals per GSA Maximum Conus