

Highway 965, Phase II Project

Project No.: 3610003 (Amendment - 1)
 Project Name: Hwy 965 Phase II Improvements
 Project Manager: Kevin R. Bailey, P.E.

ROADWAY IMPROVEMENTS Agreement for Engineering Services

This Agreement, made on the 13th day of December, 2011, by and between *McClure Engineering Company, of North Liberty, Iowa* (herein referred to as "Engineer") and the *City of North Liberty, Iowa* (hereinafter referred to as "Owner"). Services shall be performed per the fees or hourly rates as depicted in Exhibit 'A', and the terms and conditions outlined in this Agreement. The Engineer shall provide services for the Project, which consists of the items listed on the Preliminary Opinion of Probable Costs attached to this Agreement as Exhibit 'B'. The Project shall be described as:

This will amend the original contract executed by the City on September 14, 2010 adding scope of services and associated fee for work described below.

A.) This amendment will extend the limits of work along 965 to include the following: 1) The addition of a traffic lane on the east and west side of Hwy 965 from the Penn St. intersection south to Community Drive. This will be a rural section and not include curb/gutter nor storm sewer facilities. 2) The addition of pavement from Westwood Drive south to Fairview Lane to provide a center turn lane and accommodate northbound traffic turning left into Fairview Plaza. See the attachment drawing highlighting the areas of pavement to be added as described above.

B.) This amendment also includes Phase II work expanded from the original agreement to include: 1) 395' of roadway construction east along Dubuque Street to provide an improved intersection with Hwy 965; 2) 450' of roadway construction and sidewalk east along Scales Bend Road to Fox Run; 3) 460' of roadway construction and sidewalk west along 240th Street to the west side of the railroad tracks; and 4) 540' of roadway construction west along 230th Street to Eight Point Trail.

All work described in the original agreement and included in this amendment will be combined into one plan and bid package to be let by the Iowa DOT.

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

ITEM	INCLUDED	NOT INCLUDED
SECTION 1. STANDARD ENGINEERING SERVICES		
1.01 Design Concepts/Preliminary Planning		
1. Information Gathering		
• Current Aerial Photos	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Field Investigation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Corridor Research	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Design Concepts (2 each)		
• Location/Design Concept Drawing(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Geometric Configuration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Presentation Graphics	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Preliminary Opinion of Probable Costs		
• Cost Estimates for each Design Concept	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Funding Options	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Meetings		
• Staff/Council Meetings (2 Each)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.02 Preliminary Design		

(Effective 11/02/11)

1.	Conduct Project Kickoff Meeting with Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Field Walk-thru with OWNER to review existing conditions drawings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Confirm Scope, Extent and Character of the Project:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	• Final Design Criteria	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	• Field Surveys to Determine Existing Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	• Develop Construction Item List	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	• Review Project Questions and Issues	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	• Building Layouts	<input type="checkbox"/>	<input type="checkbox"/>
	• Operation and Maintenance Concepts	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Utility Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Site Plans	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Topographic Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Prepare Revised "Opinion of Probable Costs".	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Conduct Meeting with Owner to Review Preliminary Design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.03	Final Design		
1.	Prepare final project drawings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Prepare final project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Prepare written applications for permits for construction from DOT and other agencies.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Prepare revised Opinion of Probable Cost based on final drawings and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Review 70% and 100% Final Design with the Owner (2-Meetings)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	Furnish 5 copies of above documents and review them in person with the OWNER (2 meetings).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.04	Permits Coordination		
1.	Department of Transportation Entrance Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Department of Transportation Utility Accommodation Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Department of Transportation Work in Right-of-Way Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Department of Natural Resources Water Supply Construction Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Department of Natural Resources Sanitary Sewer Construction Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.	Prepare Storm Water Pollution Prevention Plan (SWPPP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	Apply for NPDES Permit from DNR (Owner will be operator listed on permit)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	• Engineer will not be liable for fines arising from noncompliance with SWPPP.		
	• The Owner shall be the Permit holder and shall pay for all costs associated with permit application.		
1.05	Acquisition Plats		
1.	Prepare acquisition Plats (Estimated Plats)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Prepare Preliminary / Final Plats for Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Prepare Easement Exhibits (Estimated Easements)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Prepare Acquisition / Easement Legal descriptions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Place property corners/legal survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.	Public Right-of-Way meeting.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.06	Advertising, Bidding, Contract Award		
1.	Assist OWNER in advertising for and obtaining bids.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Conduct prebid conference at OWNER'S location.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Provide drawings, specifications, contract documents and bid documents to prospective bidders.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Issue addenda to interpret or clarify bid documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Review prebid submittals from bidders.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Attend bid opening (at OWNER location), prepare Bid Tabulation. (1-Meeting)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	Review bidder's qualifications, bids, and other documents and make recommendation for award of contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.	Attend one (1) meeting to present Bids to OWNER .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.07	Construction Administration		
1.	Provide general administration of construction contract as OWNER'S representative.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Visit site of construction at appropriate stages of construction to observe the Contractors work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Issue interpretations and clarifications of contract documents.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Review shop drawings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Act as initial interpreter of the requirements of the contract documents.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.	Review and process Contractor's application for payment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	Conduct monthly Progress Meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.08	Construction Staking		
1.	Establish Field Construction Controls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Set Control Points	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.09	Resident Project Representative		
1.	Provide a Resident Project Representative to be on site during construction (see Exhibit 'D'. A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative).	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(Effective 11/02/11)

ITEM	INCLUDED	NOT INCLUDED
SECTION 2. VALUE ADDED SERVICES		
2.01 Rights-of-Way Negotiations 1. Assist the Owner in coordinating the Request for Proposal to Appraisal Firms / Review Proposals / Recommendation for Award 2. Coordinate the Work of the Appraisal Firm (geotechnical firm will invoice Owner directly). Public Right-of-Way meeting. 3. Right-of-Way negotiations with property owners.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
2.02 Soil Boring Coordination 1. Assist the Owner in coordinating the Request for Proposal to Geotechnical Firms / Review Proposals / Recommendation for Award 2. Coordinate the Work of the Geotechnical Firm (geotechnical firm will invoice Owner directly).	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
2.03 Storm Water Pollution Prevention Plan Observation (SWPPP - Observation) 1. Perform On-Site Observations of construction site and provide written reports to Owner. a. Weekly b. Following 1/2" Rainfall 2. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed. NOTES: The duties and responsibilities and limitations on the authority of the Resident On-Site Representative shall be as set forth in a separate Exhibit 'D'.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
2.04 Assessments 1. Prepare Preliminary Assessment Plats and Schedules. 2. Prepare information necessary to prepare legal proceedings for the Preliminary and Final Assessments. • Preliminary Estimate of Probable Costs. • Areas to be Assessed. • Kinds, Sizes and Quantities of Project. • Beginning and Ending Points of Project. • Assessment Plats and Schedules. • Final Project Cost. • Statement of Completion. 3. Conduct Hearing on Resolution of Necessity. 4. Prepare Final Assessment Plats and Schedules and furnish three copies to the OWNER	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
2.05 Funding Administration 1. Prepare RISE, USTEP, or other funding applications. 2. Coordinate with Funding Agency. 3. Prepare funding Outlay/Reimbursement Requests. 4. Funding Closeout.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
2.06 Record Drawings 1. As-Built Record Drawings. 2. Hard Copies EA @ \$ 3. Electronic Copies EA @ \$	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
2.07 Additional Meetings 1. Special Meetings with Council/Staff 2. Kick-off Meeting with Public. 3. One-on-One Meetings with Property Owners for Assessments, etc. 4. Pre-Construction walk-thru with Property Owners. 5. Negotiations for Right-of-Way.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
2.08 Color Presentation Exhibits 1. Prepare color presentation exhibits of the project for use at public meeting and marketing a. 24" x 36" b. 11" x 17" c. 8.5" x 11" d. Electronic Copy on CD	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

(Effective 11/02/11)

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

Fixed Fee or T&M*

Section 1 – Standard Engineering Services

<input type="checkbox"/>	1.01 Design Concepts/Preliminary Planning	\$
<input checked="" type="checkbox"/>	1.02 Preliminary Design	\$ 43,405.34
<input checked="" type="checkbox"/>	1.03 Final Design	\$ 56,092.58
<input checked="" type="checkbox"/>	1.04 Permits Coordination	\$ 2,674.90
<input type="checkbox"/>	1.05 Acquisition Plats	\$
<input checked="" type="checkbox"/>	1.06 Advertising, Bidding, Contract Award	\$ 4,012.34
<input type="checkbox"/>	1.07 Construction Administration	\$
<input type="checkbox"/>	1.08 Construction Staking	\$
<input type="checkbox"/>	1.09 Resident Project Representative (To Be Determined after Final Design)	\$

Section 2 – Value Added Services

<input type="checkbox"/>	2.01 Rights of Way Negotiations	\$
<input type="checkbox"/>	2.02 Soil Boring Coordination	\$
<input type="checkbox"/>	2.03 Storm Water Pollution Prevention Plan Observation (SWPPP – Observation)	\$
<input type="checkbox"/>	2.04 Assessments	\$
<input type="checkbox"/>	2.05 Funding Administration	\$
<input type="checkbox"/>	2.06 Record Drawings	\$
<input type="checkbox"/>	2.07 Additional Meetings	\$
<input type="checkbox"/>	2.08 Color Exhibits	\$

* T&M = Time and Materials TBD = To Be Determined NA = Not Applicable

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

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

OWNER: City of North Liberty, Iowa

Engineer: McClure Engineering Company

By: _____

Signed:  _____

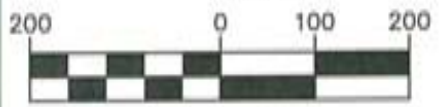
Title: _____

Title: _____ Project Manager

(Effective 11/02/11)



NORTH



GRAPHIC SCALE

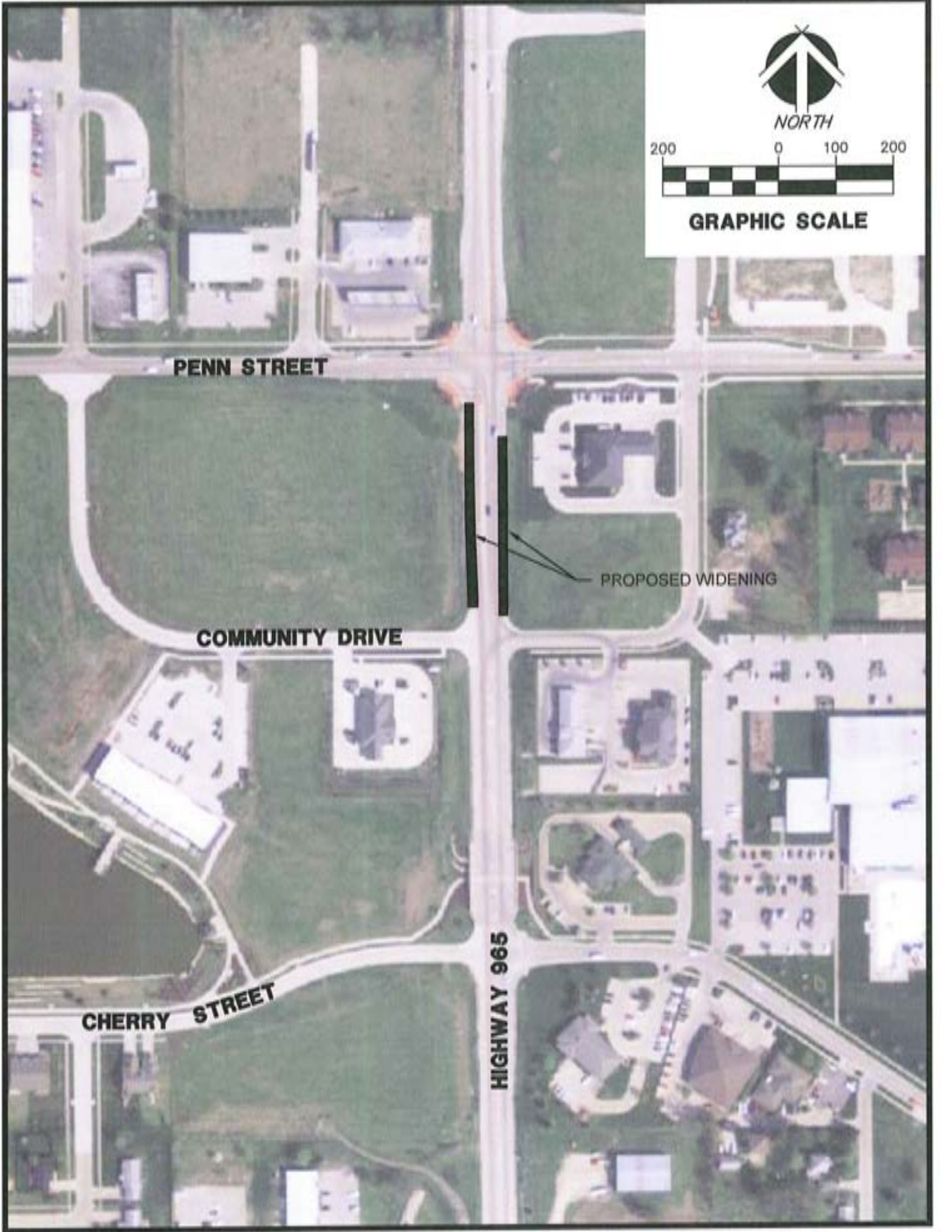
PENN STREET

COMMUNITY DRIVE

CHERRY STREET

HIGHWAY 965

PROPOSED WIDENING





NORTH



GRAPHIC SCALE

WESTWOOD DRIVE

HOLIDAY LODGE RD.

PROPOSED WIDENING

FAIRVIEW DRIVE

HOLIDAY LODGE RD.

GOLFVIEW DRIVE

HIGHWAY 965

McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIMITATION OF LIABILITY: The Engineer's liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

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

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

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

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

(Effective 10/01/11)
(Supersedes 11/01/08)

EXHIBIT 'A'

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through December 31, 2011)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative Assistant (AA)	\$55.00
Engineer II (E-II).....	\$100.00
Engineer I (E-I)	\$135.00
Landscape Architect I (LSA-I)	\$110.00
Registered Land Surveyor	\$140.00
Principal	\$150.00
Senior Principal	\$185.00
Engineering Technician (ET)	\$90.00
Cad Technician (CT).....	\$65.00
Senior On-Site Representative (OSR).....	\$85.00
On-Site Representative (OSR)	\$70.00
GPS Survey Crew.....	\$155.00
Survey Crew	\$145.00
Crew Chief (CC).....	\$80.00
Crew Member (CM).....	\$65.00

MISCELLANEOUS EXPENSES

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

PRELIMINARY OPINION OF PROBABLE COST
Highway 965 - Phase 3 Widening
COMMUNITY DRIVE TO PENN STREET



ITEM NO.	DESCRIPTION	QUANTITY	UNIT COST	EXTENSION
MOBILIZATION/TESTING				
2533-498005	MOBILIZATION	1	LS \$25,000.00	\$ 5,000
				TOTAL
				\$ 5,000
TEMPORARY TRAFFIC CONTROL				
2304-0101000	TEMPORARY PAVEMENT (6" HMA)	800	SY \$35.00	\$ 28,000
2528-8445110	TEMPORARY TRAFFIC CONTROL	1	LS \$12,500.00	\$ 12,500
				TOTAL
				\$ 40,500
REMOVALS				
2401-6750001	REMOVALS (MISC.)	1	LS \$5,000.00	\$ 5,000
2510-6745850	REMOVAL OF PAVEMENT	225	SY \$8.00	\$ 1,800
				TOTAL
				\$ 6,800
GRADING/EARTHWORK				
2101-0850001	CLEARING AND GRUBBING	0	AC \$3,000.00	\$ -
2102-2710070	EXCAVATION, CL 10, ROADWAY & BORROW	1,500	CY \$7.50	\$ 11,250
2105-8425005	TOPSOIL, FURNISH AND SPREAD	350	CY \$6.00	\$ 2,100
2109-8225100	SPECIAL COMPACTION OF SUBGRADE	7	STA \$500.00	\$ 3,500
2115-0100000	MODIFIED SUBBASE	250	CY \$35.00	\$ 8,750
2121-7425010	GRANULAR SHOULDERS, TYPE A	100	TON \$25.00	\$ 2,500
				TOTAL
				\$ 28,100
STORM SEWER/DRAINAGE				
2503-0114224	24" RCP	0	LF \$60.00	\$ -
2416-0100024	APRON, CONC 24"	0	EA \$1,300.00	\$ -
2502-8212206	SUBDRAIN, PERFORATED PLASTIC, 6 IN.	0	EA \$10.00	\$ -
2502-8221006	SUBDRAIN CLEANOUT	0	EA \$175.00	\$ -
2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	0	EA \$2,500.00	\$ -
2435-0250700	INTAKE, SW-507	0	EA \$3,500.00	\$ -
2435-0250900	INTAKE, SW-509	0	EA \$3,750.00	\$ -
				TOTAL
				\$ -
PAVING/SURFACING				
2301-1032100	STD. OR SLIP FORM, P.C.C., CLASS C, CLASS 2, 10"	1,500	SY \$85.00	\$ 127,500
2511-0302500	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN. (10' WIDE)	0	SY \$45.00	\$ -
2511-0302400	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN. (8' WIDE)	0	SY \$45.00	\$ -
				TOTAL
				\$ 127,500
LANDSCAPING/TREE ESCAPING				
2601-2630041	SEEDING AND FERTILIZING	0.5	AC \$1,110.00	\$ 555
2601-2642100	STABILIZATION CROP - SEEDING AND FERTILIZING	0.5	AC \$350.00	\$ 175
2602-0000020	SILT FENCE (INSTALL, REMOVE AND MAINTENANCE)	900	LF \$5.00	\$ 4,500
2601-2638352	SLOPE PROTECTION, WOOD EXCELSIOR MAT	90	SQ \$15.00	\$ 1,350
				TOTAL
				\$ 6,580
PAVEMENT MARKINGS				
2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	23	STA \$85.00	\$ 1,955
2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	6	EA \$200.00	\$ 1,200
2524-6765010	SIGNAGE	1	LS \$10,000.00	\$ 10,000
				TOTAL
				\$ 13,155
				ESTIMATED CONSTRUCTION COST: \$ 227,635
CONTINGENCIES				
	CONSTRUCTION CONTINGENCY	1	LS 20.0%	\$ 45,527
				TOTAL ESTIMATED CONSTRUCTION COST: \$ 273,162
PROFESSIONAL SERVICES				
	ENGINEERING SERVICES	1	LS 15.0%	\$ 40,974
				TOTAL ESTIMATED PROJECT COST \$ 314,136

PRELIMINARY OPINION OF PROBABLE COST

Highway 965 - Phase 3 Widening

FAIRVIEW LANE TO WESTWOOD DRIVE (3 LANE)



ITEM NO.	DESCRIPTION	QUANTITY	UNIT COST	EXTENSION
MOBILIZATION/TESTING				
2533-4980005	MOBILIZATION	1	LB \$25,000.00	\$ 5,000
TOTAL				\$ 5,000
TEMPORARY TRAFFIC CONTROL				
2304-0101000	TEMPORARY PAVEMENT (5" HMA)	1,500	SY \$35.00	\$ 52,500
2528-8445110	TEMPORARY TRAFFIC CONTROL	1	LB \$20,000.00	\$ 20,000
TOTAL				\$ 72,500
REMOVALS				
2401-6750001	REMOVALS (MISC.)	1	LB \$5,000.00	\$ 5,000
2510-6745850	REMOVAL OF PAVEMENT	175	SY \$8.00	\$ 1,400
TOTAL				\$ 6,400
GRADING/EARTHWORK				
2101-0850001	CLEARING AND GRUBBING	0	AC \$3,000.00	\$ -
2102-2710070	EXCAVATION, CL 10, ROADWAY & BORROW	4,000	CY \$7.50	\$ 30,000
2105-8425005	TOPSOIL, FURNISH AND SPREAD	1,500	CY \$6.00	\$ 9,000
2109-8225100	SPECIAL COMPACTION OF SUBGRADE	18	STA \$500.00	\$ 9,000
2115-0100000	MODIFIED SUBBASE	300	CY \$35.00	\$ 12,250
2121-7425010	GRANULAR SHOULDERS, TYPE A	700	TON \$25.00	\$ 17,500
TOTAL				\$ 77,750
STORM SEWER/DRAINAGE				
2503-0114224	24" RCP	0	LF \$80.00	\$ -
2416-0100024	APRON, CONC 24"	0	EA \$1,300.00	\$ -
2502-8212206	SUBDRAIN, PERFORATED PLASTIC, 6 IN.	0	EA \$10.00	\$ -
2502-8221006	SUBDRAIN CLEANOUT	0	EA \$175.00	\$ -
2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	0	EA \$2,500.00	\$ -
2435-0250700	INTAKE, SW-507	0	EA \$3,500.00	\$ -
2435-0250900	INTAKE, SW-509	0	EA \$3,750.00	\$ -
TOTAL				\$ -
PAVING/SURFACING				
2301-1032100	STD. OR SLIP FORM, P.C.C., CLASS C, CLASS 2, 10"	1,600	SY \$85.00	\$ 136,000
2511-0302500	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN. (10' WIDE)	0	SY \$45.00	\$ -
2511-0302400	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN. (5' WIDE)	0	SY \$45.00	\$ -
TOTAL				\$ 136,000
LANDSCAPING/STREETSCAPING				
2601-2636041	SEEDING AND FERTILIZING	1.5	AC \$1,110.00	\$ 1,665
2601-2642100	STABILIZATION CROP - SEEDING AND FERTILIZING	1.5	AC \$350.00	\$ 525
2602-0000020	SILT FENCE (INSTALL, REMOVE AND MAINTENANCE)	2,500	LF \$5.00	\$ 12,500
2601-2638352	SLOPE PROTECTION, WOOD EXCELSIOR MAT	350	SQ \$15.00	\$ 5,250
TOTAL				\$ 19,940
PAVEMENT MARKINGS				
2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	17	STA \$85.00	\$ 1,445
2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	3	EA \$200.00	\$ 600
2524-8785010	SIGNAGE	1	LB \$10,000.00	\$ 10,000
TOTAL				\$ 12,045
ESTIMATED CONSTRUCTION COST:				\$ 329,635
CONTINGENCIES				
CONSTRUCTION CONTINGENCY		1	LB 20.0%	\$ 65,927
TOTAL ESTIMATED CONSTRUCTION COST:				\$ 395,562
PROFESSIONAL SERVICES				
ENGINEERING SERVICES		1	LB 15.0%	\$ 59,334
TOTAL ESTIMATED PROJECT COST				\$ 454,896

EXHIBIT 'C'

OWNER'S RESPONSIBILITIES

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

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

C-1

(Effective 10/01/11)
(Supersedes 11/01/08)

RESOLUTION NO. 11-148

RESOLUTION APPROVING SERVICES AGREEMENT AMENDMENT NUMBER ONE BETWEEN THE CITY OF NORTH LIBERTY AND MCCLURE ENGINEERING COMPANY FOR SERVICES RELATING TO THE HIGHWAY 965, PHASE II IMPROVEMENTS PROJECT, NORTH LIBERTY, IOWA.

WHEREAS, the City Council desires to continue the Highway 965 Improvements project, and

WHEREAS, McClure Engineering Company has presented an amendment proposal for services relating to the Highway 965, Phase II Improvements Project, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of North Liberty, Iowa, as follows:

1. Amendment Number 1 presented by McClure Engineering Company for services relating to Highway 965, Phase II Improvement Project for inclusion of Construction Phase Services at an additional lump sum fee of \$106,185.16 plus costs of expenses is hereby approved as set forth therein.
2. The Mayor and City Clerk are hereby authorized and ordered to execute the agreement with said engineering firm for the project.
3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this ____ day of _____, 20 ____.

CITY OF NORTH LIBERTY

By: _____
Thomas A. Salm, Mayor

ATTEST:

Tracey Mulcahey, City Clerk