PROPOSAL FOR PROFESSIONAL ENGINEERING &
LAND SURVEYING SERVICES
EGA PROJECT NO 191256

October 1, 2019

Mr. Matt Cox, City Engineer
City of Council Bluffs Public Works Department
209 Pearl Street
Council Bluffs, IA 51501

Dear Mr. Cox:

EHRHART GRIFFIN & ASSOCIATES w/ FOX ENGINEERING propose to render professional engineering and land surveying services in connection with that portion of PW 21-09, East Manawa Sewer Rehab, Phase IX.

Our service structure is as follows:

A. Surveying

Provide land surveying services as required to complete the preliminary and final design of the project.

B. Conceptual Phase

Prepare conceptual drawing, cost estimate, and coordinate with the City to define the scope of the Project.

C. Preliminary and Final Design Phases

In consultation with the City, and based on the accepted conceptual plans, prepare Preliminary Design documents consisting of final design criteria and preliminary drawings. Based on the information contained in the Preliminary Design documents, a revised cost estimate will be prepared.

With the approval of the preliminary Design documents, prepare for incorporation in the Contract Documents, final drawings to show the general scope, extent, and character of the work to be furnished and performed by the Contractor(s) including specifications. Provide other services as directed by the City to initiate the Bidding Phase.

D. Bidding Phase

Assist the City in obtaining bids for construction of the Project. Prepare and issue addenda as necessary to interpret, clarify, or expand the Bidding Documents. Attend the Bid opening as requested and assist the City in evaluating the Bids.

E. Construction Phase

Provide construction observation, project management, and construction staking services necessary to determine in general that work by the contractor is proceeding in accordance with the Contract Documents. The City will be kept informed of the progress of the work. Review of shop drawings, coordination of testing services, processing of change orders, and applications for payment will also be provided.

F. Project Management

Provide services as requested by the City not typical to technical design services.

G. Outside Consultants/Testing

Obtain necessary sub-consultants and testing services required for construction to be completed in accordance to the Contract Documents.

H. Right of Way

Coordinate and prepare necessary documentation to obtain right-of-way, easements, outside permits, and assessments.

These Professional Engineering and Land surveying services would be provided at the following fee schedule:

| | | |
|---|---|---|
| A. | Surveying | Lump Sum |
| B. | Concept Phase | Hourly, not to exceed a negotiated maximum |
| C. | Preliminary and Final Design Phase | Lump Sum |
| D. | Bidding Phase | Lump Sum |
| E. | Construction Phase | Hourly, not to exceed negotiated maximum |
| F. | Project Management | Hourly, not to exceed negotiated maximum |
| G. | Outside Consultants/Testing | Billed per invoice |
| H. | Right of Way | Hourly |

Hourly and additional or non-customary services will be charged at an hourly rate based on the following Hourly Rate Schedules:

**EHRHART GRIFFIN & ASSOCIATES**

**STANDARD HOURLY RATE SCHEDULE:**

| | |
|---|---|
| Principal | 185.00/hr. |
| Engineering Department Manager | 175.00/hr. |
| Sr. Engineering Project Manager | 175.00/hr. |
| Engineering Project Manager | 125.00/hr. |
| Project Engineer | 120.00/hr. |
| Design Engineer | 115.00/hr. |
| Engineering Technician I | 95.00/hr. |
| Engineering Technician II | 105.00/hr. |
| Construction Manager | 110.00/hr. |
| Construction Observer I | 80.00/hr. |
| Construction Observer II | 95.00/hr. |
| Survey Department Manager | 125.00/hr. |
| Professional Land Surveyor | 120.00/hr. |
| Survey Technician | 105.00/hr. |
| Survey Crew Party Chief | 115.00/hr. |
| Survey Crew Tech. W/ EDM | 115.00/hr. |
| Robotic Laser EDM | 115.00/hr. |
| GPS Satellite Receiver | 230.00/hr. |
| Survey Crew W/ Drone | 230.00/hr. |
| Office Clerical | 70.00/hr. |
| Office Manager | 100.00/hr. |

**REIMBURSABLE EXPENSES:**

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| Federal/Airborne Express | 30.00/ea. |
| Express Messenger | 15.00/ea. |
| Mileage | .57/mi. |
| Mylar Copy (24" x 36") | 7.00/ea. |
| Mylar Copy (30"x 42") | 9.00/ea. |
| Bond Copy (8½x11) | 0.30/ea. |
| Bond Copy (8½x14) | 0.55/ea. |
| Bond Copy ( 11 x 17) | 0.75/ea. |
| Bond Copy (24 x36) | 4.00/ea. |
| Bond Copy (30 x 42) | 5.00/ea |
| Color Copy (8½x11) | 1.00/ea. |
| Color Copy (8½x14) | 1.25/ea |
| Color Copy ( 11 x 17) | 1.75/ ea |
| Color Copy (24x36) | 4.00/ea |
| Color Copy (30x42) | 9.00/ea |

FOX engineering

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

## 2019 Fee Schedule

| Staff Category | Hourly Billing Rate |
|---|---|
| Engineer | $118.00 |
| Project Engineer | $146.00 |
| Senior Project Engineer | $166.00 |
| Project Manager | $183.00 |
| Senior Project Manager | $207.00 |
| Principal I | $218.00 |
| Principal II | $240.00 |
| Engineering Technician I | $81.00 |
| Engineering Technician II | $91.00 |
| Engineering Technician III | $101.00 |
| Engineering Technician IV | $121.00 |
| Engineering Technician V | $138.00 |
| Administrative Assistant I | $69.00 |
| Administrative Assistant II | $84.00 |

Hourly billing rates include salary costs, normal employee benefits, overhead, profit, and general office expenses such as telephone, facsimile, photocopy, word processing, postage, and basic supplies.

Listed rates are effective through December 31, 2019.

**BILLABLE EXPENSES:** Billable expenses include specialty vehicles ($0.65/mile) and use of personal vehicles (at current IRS rate). A listing of all billable expense charges is available as applicable.

**REIMBURSABLE EXPENSES:** Reimbursable expenses include costs for meals and lodging when overnight stay is required for the project, costs for special mailing/printing, costs for materials and supplies purchased for specific use on the project, and costs of outside consultants used on the project.

Ehrhart Griffin & Associates will bill the City monthly for services and reimbursable expenses. The aforementioned financial arrangements are on the basis of prompt payment and the orderly and continuous progress of construction.

We would expect to start promptly with the above work upon acceptance of this proposal and to complete our services according to the construction schedule.

If there are protracted delays for reason beyond our control, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indices and pay scales applicable to the period when services are in fact being rendered.

Should budgetary limitations become a factor in the completion of this work, the City shall so advise Ehrhart Griffin & Associates in writing at the earliest possible date. We will endeavor to work within such limitations.

Ehrhart Griffin & Associates agrees to indemnify and save harmless the City, its officers, agents, and employees from and against any and all claims including reasonable attorneys' fees arising out of the negligent acts, errors, or omissions of Ehrhart Griffin & Associates, its officers, agents, and employees in the execution of the services specified in this contract

In recognition of the relative risks and benefits of the project to both the City and Ehrhart Griffin & Associates, the risks have been allocated such that the City agrees, to the fullest extent permitted by law, to limit the liability of Ehrhart Griffin & Associates and their sub-consultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Ehrhart Griffin & Associates and their sub-consultants to all those named shall not exceed $2,000,000.00. Such claims and causes include negligence, professional errors or omissions, strict liability, breach of contract or warranty.

- INSURANCE
  The Engineer shall maintain insurance to protect the ENGINEER from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the ENGINEER is legally liable. The amounts and extent of such insurance is as follows:

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| 1. | Professional Liability | $2,000,000 each claim; 2,000,000 aggregate |
| 2. | Vehicle Coverage-<br>Bodily Injury | $1,000,000 combined single limit (each accident) |
| 3. | Workmen's Compensation- | $100,000 each accident |
| 4. | General Liability- | $1,000,000 each occurrence and 2,000,000 aggregate |

- ARBITRATION
  Any controversy or claim arising out of this Agreement may, if both parties agree, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

  The cost of the arbitration, if any, will be divided equally between the OWNER and the ENGINEER.

- ENGINEER'S RESPONSIBILITY
  The ENGINEER shall be responsible for the professional quality and technical accuracy of all services furnished by the ENGINEER under this Agreement, except for that work provided by OWNER. The ENGINEER shall, without additional compensation, correct or revise any error or deficiencies in his work. Approval of the OWNER of any such work shall not in any way relieve the ENGINEER of responsibility for the technical accuracy and adequacy of said services. The OWNER'S review, approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

Refer to the attached APPENDIX "A" which identifies additional responsibilities of the ENGINEER.
This proposal letter represents the entire understanding between the City and Ehrhart Griffin & Associates with respect to the project and may be modified in writing with the signatures of both parties.

If this satisfactorily sets forth your understanding of the arrangement between us, please sign both copies of this letter where indicated. Please retain one copy for your records and return the second copy to this office.

| | |
|---|---|
| **OWNER :** | **A/E: EHRHART GRIFFIN & ASSOCIATES** |
| Signature: | Signature:  |
| By: | By: Terry L. Morrison, P.E. |
| Title: | Title: Engineering Department Manager |
| Date: | Date: October 2, 2019 |
| Address: | Address: 142 West Broadway, Suite 136 |
| City, State: | City, State: Council Bluffs, IA 51503 |
| Phone: | Phone: (712) 256-5248 Fax: |
| Email: | Email: tmorrison@ehrhartgriffin.com |

## APPENDIX "A"

During the performance of this contract, the engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "B" of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer 's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Council Bluffs, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the City of Council Bluffs shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Engineer under the contract until the Engineer complies; and/or,
b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Engineer shall include the provisions of Paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event an engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the City of Council Bluffs or the Iowa Department of Transportation to enter into such litigation to protect the interests of the City of Council Bluffs or the Iowa Department of Transportation; and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.