



BOARD OF TRUSTEES
Special Meeting Agenda
205 East State Street
May 2, 2023 12:00 Noon

1. Roll Call
2. Approval of Agenda
3. **Decision:** Review and approve Resolution Authorizing the Award of Contract for the Marshalltown Water Works Membrane Equipment
4. **Decision:** Review and approve Notice to Proceed with Special Design Engineering Services for Membrane Procurement Contracts
5. **Decision:** Review and approve agreement with Short Elliott Hendrickson Inc. (SHE) for Engineering Services for MWW Well 5.

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR THE
MARSHALLTOWN WATER WORKS MEMBRANE EQUIPMENT**

WHEREAS, Marshalltown Water Works desires to preprocure Membrane Equipment for the water treatment plant expansion project, and

WHEREAS, proposals for the project were received, and

WHEREAS, the Board approved the bid from Harn RO Systems Inc. and authorized Notice of Award for Membrane Procurement Contracts for the Marshalltown Water Works Membrane Equipment, and

WHEREAS, there has been filed with the Board the completed contract and required bonds as provided by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER WORKS TRUSTEES OF THE CITY OF MARSHALLTOWN, IOWA;

Section 1. The Chairperson and the Secretary of the Board are hereby authorized and directed to execute the contract with the Seller/Contractor for the project as is herein referred to.

Section 2. The final settlement upon the contract, as referred to herein with the said Seller/Contractor, shall be upon the basis of the lump sum and any adjustment prices necessary as is set forth in the bid of the Seller/Contractor for equipment provided and work performed in this project. The said contract is subject to all of the conditions of this project, the terms of the bidder's written proposal, the plans and specifications as are provided therefore all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Passed this 2nd day of May, 2023 and signed this 2nd day of May, 2023.

Laura Eilers, Chairperson

ATTEST:

Shelli Lovell, Secretary

2023/02/16

SECTION 00 50 13
AGREEMENT FOR MEMBRANE PROCUREMENT CONTRACTS

THIS AGREEMENT is between the Marshalltown Water Works (Buyer) and _____ (Seller).

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - GOODS AND SPECIAL SERVICES

1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Goods and Special Services to be provided under the Contract Documents may be the whole or only a part is generally described as follows:

Reverse Osmosis Membrane Procurement Package

ARTICLE 3 - ENGINEER

3.01 The Contract Documents for the Goods and Special Services have been prepared by HDR Engineering, Inc., who is hereinafter called Engineer and who is to assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the furnishing of Goods and Special Services.

ARTICLE 4 - POINTS OF DESTINATION

4.01 The places where the Goods are to be delivered are defined in the GENERAL CONDITIONS FOR MEMBRANE PROCUREMENT CONTRACTS as the Points of Destination and designated as: Water Treatment Plant site, at the intersection of Sand Road and North Center Street, Marshall County, Iowa.

ARTICLE 5 - CONTRACT TIMES

5.01 *Time of the Essence*

- A. All time limits for Milestones, the delivery of Goods and the furnishing of Special Services as stated in the Contract Documents are of the essence. The statement herein that time is of the essence shall not be construed to limit the Seller's rights as set forth in the Contract Documents upon default, or any other provision of the Contract Documents or under applicable law that would afford Seller a time certain or a reasonable time to perform its contractual obligations.

5.02 Dates for Goods and Special Services

- A. Special Services required by the Contract Documents will be performed pursuant to the schedule set forth:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>CONTRACT TIMES</u>	<u>CALENDAR DAYS</u>
1a	Special Design Engineering Services – Schematic RO Skid system (specifically identifying pipe connection and locations)	Days after Notice to Proceed issued to Seller.	30
1b	Special Design Engineering Services – Final Shop Drawing Submittals	Days after Notice to Proceed issued to Seller.	75
2	Delivery of All Goods and Materials	Days After Notice to Proceed issued to Construction Contractor (assignee).	510
3	All Special Services including system checkout, start up, commissioning, demonstration, O&M Manuals, and training.	Days after Construction Contractor (assignee) has equipment installed.	60
4	Completion of Performance Test (Section 01 75 03)	Days Seller has to complete this task after the Construction Contractor (assignee) has corrected all punchlist items that effect the operation of the membrane system.	90

- A. The Goods are to be delivered FOB to the Point of Destination and ready for Construction. Final delivery date(s) shall be coordinated through the Construction Contractor (assignee) prior to shipment.
- B. Buyer anticipates awarding Construction Contract Winter 2023. Construction Contractor (assignee) will be given 730 days to complete the construction of the water treatment plant.

5.03 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the dates and times specified for delivery of Goods and Special Services for each item 1 through 4 above, plus any extensions thereof allowed in accordance with Article 7 of the GENERAL CONDITIONS FOR MEMBRANE PROCUREMENT CONTRACTS. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller’s specific compliance with the requirements for delivery of Goods and Special Services. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer **\$2,700** for each calendar day that expires after the time specified for delivery of each item listed above. The maximum total amount for liquidated damages shall be limited to 15 percent of the Total Contract Price in Article 6.

- B. The liquidated damages provided in this Specification Section shall be Buyer's sole and exclusive remedy for Seller's late delivery of Goods and Special Services. Seller shall have no liability to Buyer under this Article if Seller's delay causes no damages or losses to Buyer.
1. If Buyer's and/or Construction Contractor's schedule demonstrate that Seller's delay in providing the Goods and Special Services will delay the Project then liquidated damages will be assessed.
- C. If Seller is prevented from achieving the delivery times, milestone submittal dates or response times as defined in Article 5.02A., for any reason beyond Seller's reasonable control and not attributable to its actions or inactions, Seller shall not be assessed liquidated damages and shall be entitled to an adjustment of the Contract Times in an amount equal to the duration of the reason or event causing the delay in delivery.
- D. Upon receipt of Buyer's Notification to Proceed with fabrication of equipment that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery (the "Alternate Delivery Site"). Provided the parties agree to a variation to take into account any additional cost incurred by Seller in implementing this change, the Alternate Delivery Site shall become the agreed place of delivery for all purposes under this Agreement. In such event the following conditions shall apply: (i) title and risk of loss shall pass to the Buyer upon delivery of the products to the Alternate Delivery Site; (ii) any amounts payable to the Seller upon delivery or shipment shall become payable upon delivery of the products to the Alternate Delivery Site; (iii) any additional expenses incurred by the Seller in connection with such shipment to storage shall become payable by the Buyer upon submission of the Seller's invoice(s) (including but not limited to costs of any additional transportation, preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any applicable taxes); (iv) transportation of the Goods from the storage facility to their place of installation shall be the Buyer's responsibility; and, (v) if the Contract includes Services, subject to the terms and conditions in the Contract the Seller shall resume provision of Special Services to Buyer when instructed to do so by Buyer provided that all amounts due hereunder plus any cost incurred by Seller in delaying such Special Services have been paid.

ARTICLE 6 - CONTRACT PRICE

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds pursuant to Schedule A contained in the Bid Form and repeated below:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>TOTAL PRICE</u>
A-1	Special Design Engineering Services (Shop Drawing Preparation, Submittal)	LS	1	\$ _____
A-2	Complete Reverse Osmosis System as specified in Specification Section 46 53 49.	LS	1	\$ _____
A-3	Special Services, including travel, installation assistance, operator training, start-up, and testing as specified in Specification Sections 01 11 03, 01 75 03 and 46 53 49.	LS	1	\$ _____
Total Contract Amount (Items A-1+A-2+A-3)				\$ _____

ARTICLE 7 - PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payments*

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the GENERAL CONDITIONS FOR MEMBRANE PROCUREMENT CONTRACTS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS FOR MEMBRANE PROCUREMENT CONTRACTS.

7.02 *Progress Payments*

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:
 - 1. The first Application for Payment will be submitted to Buyer and Engineer after Seller issues all Shop Drawings and product data for review and is deemed complete by Buyer and Engineer (50%, less retainage, of Item A-1 in Article 6, maximum).
 - 2. The second Application for Payment will be submitted to Buyer and Engineer after all Shop Drawings and product data has been approved by Buyer and Engineer (balance to 100%, less retainage, of Item A-1 in Article 6).
 - 3. All Applications for Payment beyond the second payment will be submitted to Buyer and Engineer as Special Services are provided or after the receipt of the Goods has been acknowledged in accordance with paragraph 8.01B of the GENERAL CONDITIONS and will be accompanied by a bill of sale, invoice or other documentation satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that the Goods are free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.
 - 4. A retainage of 10 percent of the contract amount shall be held until after the performance test.

7.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.06 of the GENERAL CONDITIONS FOR MEMBRANE PROCUREMENT CONTRACTS, Buyer shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 8 - INTEREST

NOT USED.

ARTICLE 9 - SELLER'S REPRESENTATIONS AND CERTIFICATIONS

9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. If specified or if, in Seller’s judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller’s visits, if any, to the Point of Destination, with the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.
- G. Seller’s relationship to the Buyer in performance of this Agreement is that of an Independent Contractor. The personnel performing services under this Agreement shall at all times be under the Seller’s exclusive direction and control and not employees of the Buyer. Seller shall pay all wages, salaries and other amounts due to its employees in connection with this agreement and shall be responsible for all applicable state, federal, and local reports and obligations respecting them such as labor wages, social security, income tax withholding, unemployment compensation and similar matters.

9.02 Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 9.02:

- A. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
- B. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
- C. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- D. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement for Membrane Procurement Contracts.
 - 2. Performance Bond for Membrane Procurement Contracts.

3. Payment Bond for Membrane Procurement Contracts.
 4. Seller Bid.
 5. General Conditions for Membrane Procurement Contracts.
 6. Supplementary Conditions for Membrane Procurement Contracts.
 7. Specifications as listed in table of contents.
 8. Drawings.
 9. Addenda (Numbers _____ to _____, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A-1 to Agreement between Buyer and Seller dated _____, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.
 - b. Exhibit A-2 to Agreement between Buyer and Seller dated _____ Agreement to Assignment by Seller's Surety.
 - c. Documentation submitted by Seller prior to Notice of Award;
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Written Amendment(s).
 - c. Change Order(s).
 - d. Field Order(s).
 - e. Engineer's Written Interpretation(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the GENERAL CONDITIONS FOR MEMBRANE PROCUREMENT CONTRACTS.

ARTICLE 11 - MISCELLANEOUS

11.01 *Defined Terms*

- A. Terms used in this Agreement will have the meanings indicated in the GENERAL CONDITIONS FOR MEMBRANE PROCUREMENT CONTRACTS and the SUPPLEMENTARY CONDITIONS FOR MEMBRANE PROCUREMENT CONTRACTS.

11.02 Assignment

- A. Buyer shall assign the Contract for furnishing Goods and Special Services hereunder and Seller shall accept such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment are attached as exhibits to this Agreement.
1. The Contract will be executed in the name of Buyer initially, and will be assigned to a Construction Contractor designated by Buyer. The assignment will occur on the effective date of the agreement between Buyer and the Construction Contractor, which is expected to occur Winter of 2023. As of the date of acceptance of assignment by the Construction Contractor, all references in the Contract Documents to Buyer shall mean the designated Construction Contractor whose responsibilities will include the installation and erection of the Goods.
 2. The assignment of the Contract shall relieve Buyer from all further obligations and liabilities under the Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the assignee.
 3. After assignment:
 - a. All performance warranties and guarantees required by the Contract Documents will continue to run for the benefit of Buyer and, in addition, for the benefit of the assignee.
 - b. Except as provided in this Paragraph 11.02.A.3.b., all rights, duties, and obligations of Engineer to assignee and Seller under this Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the GENERAL CONDITIONS FOR MEMBRANE PROCUREMENT CONTRACTS.
 - 2) If the Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, are duly modified under such construction contract, then Seller and Contractor/Assignee shall enter into a corresponding Change Order under the applicable provisions of this Procurement Contract.
 - 3) The Procurement Drawings and Procurement Specifications may not be modified by Seller or Contractor/Assignee, singly or in tandem, except as such Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, have been duly modified under such construction contract.
 - 3) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness such clarifications or interpretations of the Contract Documents, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be final and binding on assignee and Seller unless:
 - a) an appeal from Engineer's clarification or interpretation is made within the time limits and in accordance with the dispute resolution procedures set forth in Article 13 of the GENERAL CONDITIONS FOR MEMBRANE PROCUREMENT CONTRACTS; or
 - b) if no such dispute resolution procedures have been set forth, a written notice of intention to appeal is delivered by assignee or Seller to the other within 30 days after the date of such decision, and a formal proceeding is

instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision (unless otherwise agreed to in writing by assignee and Seller), to exercise such rights or remedies as the appealing party may have with respect to such clarification or interpretation in accordance with applicable Laws and Regulations.

- 4) When rendering a clarification or interpretation under Paragraph 11.02.A.3.b.2), Engineer will not show partiality to assignee or Seller and will not be liable in connection with any clarification or interpretation rendered in good faith.
 - c. Upon assignment, Seller shall provide Construction Contractor with revised insurance certificates listing both Construction Contractor and Buyer as additional insureds.
 - d. Seller shall maintain the performance bond through the successful completion of the performance test.
- B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 *Limitations of Liability*

- A. Notwithstanding any other provisions of the Contract Documents, the Supplier's total liability for direct, indirect, incidental, special, punitive or other damages arising at any time under any of the Contract Documents or otherwise in connection with completing the Contract (whether arising under breach of contract, tort, strict liability, or any other theory of law) shall not exceed the amount of the Contract Price.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in duplicate. One counterpart each has been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

Buyer: _____ Seller: _____

By: _____ By: _____
{Corporate Seal}

Title _____ Attest: _____

Executed on ____/____, 20__ (month/day/year) Address for giving notice: _____

ATTEST BY: _____

Title _____

APPROVED AS TO FORM: _____
Agent for service of process: _____

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

1 2023/04/07

2 **SECTION 00 55 16**

3 **NOTICE TO PROCEED WITH SPECIAL DESIGN ENGINEERING SERVICES FOR**
4 **MEMBRANE PROCUREMENT CONTRACTS**

5
6 Dated April 28, 2023

7
8
9 TO: Harn RO Systems Inc.
10 (SELLER)

11
12 ADDRESS: 310 Center Court, Venice Florida 34285

13
14
15
16 PROJECT NO.: 10352507P

17
18 CONTRACT FOR: Reverses Osmosis Membrane Procurement Package for the Marshalltown Water
19 Works

20
21 _____
22
23
24 You are notified to proceed with production of equipment lists and Shop Drawings that satisfies Seller's
25 requirements for meeting the delivery schedule listed in the Agreement. Seller shall commence production
26 of these documents so as to meet these dates. The place of delivery and conditions shall be as specified in
27 the Agreement. You are to continue performing your obligations under the Contract Documents.
28
29
30 _____

31
32
33 Marshalltown Water Works
34 Buyer

35
36
37 By: _____
38 (Authorized Signatory of Buyer)

39
40
41
42
43 **END OF SECTION**

Agreement for Professional Services

This Agreement is effective as of _____, between Marshalltown Water Works (Client) and Short Elliott Hendrickson Inc. (SEH) (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as:

New Replacement for Well No. 5: Design, Permitting, and Bidding Services

Client's Authorized Representative: Shelli Lovell, General Manager
Address: PO Box 1420
Marshalltown, IA 50158
Telephone: 641.753.7913 **email:** shelli@marshalltownwater.com

Project Manager: Katie Kinsey, P.E. (Lic. IA, KS, MN, MO, NE, SD, VA, WI)
Address: 5414 NW 88th Street, Ste 140
Johnston, IA 50131
Telephone: 515.971.5573 **email:** kkinsey@sehinc.com

Project Description: Marshalltown Water Works needs to construct a replacement for Well No. 5 which is located in the West Well Field. The existing well has lost capacity since the original construction in 1972, and it is anticipated by constructing a replacement well near the existing well, the existing well capacity to the well field may be restored. The Consultant shall provide engineering services to the Client including communication with regulatory agencies, design, permitting, and bidding to construct Well No. 5A and abandon existing Well No. 5. Consultant services during construction are not included in the Basic Services of this Agreement, but can be provided if requested by the Client under an Amendment to this Agreement. The following facilities are to be designed by SEH:

1. A new public water supply well (Well No. 5A)
2. A pitless adaptor wellhead
3. New well pumping equipment
 - a. Submersible pump and motor
 - b. Associated downhole piping and monitoring equipment
 - c. Associated yard piping and restoration
4. Well house modifications
 - a. Piping modifications
5. Electrical control equipment
 - a. Variable frequency drive
 - b. Instruments for downhole pressure transducer
 - c. SCADA interconnection with existing systems
6. Abandon existing Well No. 5

Scope of Services: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

A. Basic Services:

1. Design and Permitting Services:

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, invoicing and other important elements of the project.

- a. *Project Team Meetings:* Maintain communications with the Project Team and various other designated representatives. The Project Team will include representatives of the Client and the Consultant. Meet to review progress and discuss specific elements of the project planning and design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The Consultant shall prepare minutes of meetings and keep documentation of other communications.
- b. *Quality Control Plan:* Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.
- c. *Control Survey:* Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per local datum.
- d. *Design Survey:* The Consultant shall perform field and office tasks required to collect topographic and utility information deemed necessary to complete the project.
- e. *Well Placement:* Consultant will review the report completed by the hydrogeological consultant that has done previous work on this well site to arrive at the proposed replacement well location.
- f. *Prepare Preliminary Plans:* Prepare Preliminary Design Phase drawings of adequate content to present the general nature of construction of the project for review and approval by Client.
- g. *Prepare Preliminary Project Manual:* Prepare Preliminary Design Phase specifications in outline format for review and approval by Client. It is anticipated that the Preliminary Project Manual shall include:
 - i. EJCDC Contract Documents for Construction front-end documents and Technical Specifications based on the CSI Master Format.
- h. *Preliminary Opinion of Probable Cost:* Based on the information contained in the Preliminary Design Phase documents, prepare an Opinion of Probable Construction Cost, and assist Client in collating the various cost categories which comprise Total Project Costs.
- i. *Furnish Preliminary Design Documents to Client:* Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Client and review them with Client. Client shall submit to Consultant any comments regarding the Preliminary Design Phase documents and any other deliverables.
- j. *Preliminary Review Meeting:* Meet with representatives of the Client to discuss elements of the preliminary design. Consultant will prepare and disperse minutes of the meeting. Anticipated number of meetings during the preliminary design phase is one (1).
- k. *Field Review of Preliminary Drawings:* A Field Exam will be conducted by the Project Team to discuss key issues and design concepts and to determine completeness of the preliminary drawings. The review will identify needed adjustments to minimize potential project construction issues. Revisions will be noted for incorporation into the final Preliminary Design Phase drawings.
- l. *Prepare Final Plans:* Prepare final Plans indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
- m. *Prepare Final Project Manual:* Prepare Final Design Phase specifications (Project Manual) for review and approval by Client.
- n. *Final Opinion of Probable Cost:* Advise Client of any adjustments to the Opinion of Probable Construction Cost known to Consultant. Provide updated Opinion of Probable Construction Cost to Client, if revisions are necessary.
- o. *Review Meeting:* Meet with representatives of the Client to discuss elements of the final design. Consultant will prepare and disperse minutes of the meeting. Anticipated number of meetings during the final design phase is one (1).

- p. *Bid Documents Packaging*: Prepare and furnish bidding documents for review by Client, its legal counsel, and other advisors, and assist Client in the preparation of other related documents. Client shall submit to Consultant any comments and instructions for revisions.
- 1) Revise the bidding documents in accordance with comments and instructions from the Client, as appropriate, and submit final copies of the bidding documents, and any other deliverables to Client after receipt of Client's comments and instructions.
- q. *Permits*: Provide technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Client in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Consultant shall provide assistance in obtaining the following permits:
- 1) IDNR Construction Permit Application Package.
 - 2) IDNR/COE Floodplain and Sovereign Lands Permit(s)
- The Client shall be responsible for remittance of payment for any associated permit review fees required by governmental authorities.
- r. *Deliverables*: Deliverables to the Client from the Consultant during the Design and Permitting Services Phase shall be as follows:
- 1) Review copies of Preliminary Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 2) Review copies of Final Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 3) Final Bid Documents (plans and project manual): Five (5) hard copies of the plans, two (2) hard copies of the project manual, and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 4) Minutes of meeting(s).

2. Bidding Services

After acceptance by Client of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Design and Permitting Services Phase, Consultant shall assist Client in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences, if any.

- a. *Public Notice*: The Consultant shall assist the Client in preparing the formal Notice of Hearing and Letting. The Client shall be responsible for publication of the Notice of Hearing and Letting. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.
- b. *Distribute Bidding Documents*: The Consultant will post project on QuestCDN bidding site, which is where the planholders list will be maintained. Potential bidders can obtain hard copies of bid documents from Consultant at a cost of \$100 per set that will be refundable per Iowa law. Consultant will also post the Notice to Bidders on the Iowa League of Cities Classified website and the MasterBuilders of Iowa website per Iowa law.
- c. *Plan Clarification/Addenda*: Answer bidders' questions and as necessary, issue addenda as appropriate to clarify, correct, or change the bidding documents.
- d. *Bid Opening/Bid Tabulation/Letter of Recommendation*: Attend the Bid opening, prepare Bid tabulation sheets, and assist Client in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- e. *Deliverables*: Deliverables to the Client from the Consultant during the Bidding Phase shall be as follows:
 - 1) Public Notice: One (1) electronic copy in .pdf or .docx format.
 - 2) Addenda, if any: Same number and kind as Bid Documents.

3) Bid tabulation and recommendation of award documents: One (1) electronic copy in .pdf format.

B. Additional Services:

Additional services will be provided by the Consultant upon the request of the Client. These services may include:

1. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the Consultant including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations or other causes beyond the Consultant's control.
2. Property/legal surveys, acquisition plats and preparation of easements needed for the transfer of interests in real property.
3. Serving as a consultant or witness for the Client in any litigation, arbitration, or other dispute resolution process related to the project.
4. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
5. Other services performed by the Consultant not otherwise provided for in this Agreement, examples of which are listed below:
 - a. Environmental Assessment/NEPA Compliance Services
 - b. Wetland Assessment/Mitigation Services
 - c. Services during Construction (after award of contract to Contractor)
 - d. Additional hydrogeological/aquifer investigation

C. Payment: In consideration of the services, work, equipment, supplies, or materials provided herein, the Client agrees to pay the Consultant the following fees:

1. Compensation for Basic Services – Lump Sum Method of Payment

Client shall pay Consultant for Basic Services items A.1 through A.2 as described above, as set forth in Exhibit A-2, excluding Printing and Distribution of Bidding Documents as follows:

- a. A total Lump Sum amount of \$36,500.00, based on the following estimated distribution of compensation:

▪ Design and Permitting Services	\$30,000.00
▪ Bidding Services	\$6,500.00
- b. Consultant may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
- c. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services actually completed during the billing period.

2. Compensation for Additional Services – Standard Hourly Rates Method of Payment

- a. Client shall pay Consultant for Additional Services described above, as set forth in Exhibit A-1 as follows:
 - 1) An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.
 - 2) Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibits A-1 and A-2. Additional work, if required, shall be compensated in accordance with the rate and expenses schedules attached hereto as Attachments 1 and 2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

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Short Elliott Hendrickson Inc.

Marshalltown Water Works

By: 
Katie Kinsey, P.E.
Title: Client Service Manager

By: _____
Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Services”). 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 Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.

2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.

2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.

2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.

4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant’s employees related to inappropriate or unwelcomed actions by Client or Client’s employees or agents. This shall include, but not be limited to, providing access to Client’s employees for Consultant’s investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant’s employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client’s facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client’s employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant’s employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Agreement for Professional Services
Between Marshalltown Water Works (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit A-2
to Agreement for Professional Services
Between Marshalltown Water Works (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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ATTACHMENT 1

SEH HOURLY BILLABLE RATES – 2023

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE ⁽¹⁾
Principal	\$185.00 – \$320.00
Project Manager	\$150.00 – \$280.00
Senior Project Specialist	\$155.00 – \$260.00
Project Specialist	\$110.00 – \$205.00
Senior Professional Engineer I	\$130.00 – \$210.00
Senior Professional Engineer II	\$155.00 – \$265.00
Professional Engineer	\$115.00 – \$195.00
Graduate Engineer	\$95.00 – \$160.00
Senior Architect	\$135.00 – \$250.00
Architect	\$115.00 – \$180.00
Graduate Architect	\$95.00 – \$130.00
Senior Landscape Architect	\$130.00 – \$200.00
Landscape Architect	\$105.00 – \$145.00
Graduate Landscape Architect	\$95.00 – \$120.00
Senior Scientist	\$145.00 – \$205.00
Scientist	\$100.00 – \$160.00
Graduate Scientist	\$90.00 – \$125.00
Senior Planner	\$145.00 – \$250.00
Planner	\$115.00 – \$180.00
Graduate Planner	\$100.00 – \$140.00
Senior GIS Analyst	\$120.00 – \$205.00
GIS Analyst	\$110.00 – \$175.00
Project Design Leader	\$135.00 – \$215.00
Lead Technician	\$120.00 – \$200.00
Senior Technician	\$100.00 – \$160.00
Technician	\$70.00 – \$135.00
Graphic Designer	\$100.00 – \$170.00
Administrative Professional	\$60.00 – \$150.00

CLASSIFICATION - FIELD STAFF	BILLABLE RATE ⁽¹⁾
Professional Land Surveyor	\$125.00 – \$190.00
Lead Resident Project Representative	\$105.00 – \$185.00
Senior Project Representative	\$105.00 – \$160.00
Project Representative	\$85.00 – \$145.00
Survey Crew Chief	\$95.00 – \$160.00
Survey Instrument Operator	\$65.00 – \$115.00

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.
The rates shown are subject to change.

Effective: January 1, 2023
Expires: December 31, 2023



ATTACHMENT 2

SEH SCHEDULE OF EXPENSES – 2023

Vehicle Mileage Rates

2023 IRS Rate TBD

Vehicle Allowance Costs

Resident Project Representative\$16.00/day

Survey and Field Vehicle \$4.90/hour + 2023 IRS mileage rate/mile

Survey Equipment

Robotic Total Station \$35.00/hour

Global Positioning System (GPS) \$35.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$5.80/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH. Equipment not included on this list that is needed to complete a specific project will be scoped on a per project basis.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ⁽¹⁾

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy (single-sided, standard white paper)	\$0.07	\$0.24	\$0.95 + \$0.50/sq. ft.	
Color Copy (single-sided, standard white paper)	\$0.46	\$1.02	\$0.95 + \$2.55/sq. ft.	
Mylar			\$5.00	
Laminated Foamcore - up to 30"x42" - larger than 40"x60"			40.00 75.00	
Binding				
- wire				\$3.60
- comb				\$3.20
Covers				
- custom				\$0.15
- standard				\$0.03
Tabs (white)				\$0.20
Mailing/Processing				UPS or USPS rates

(1) SEH assumes that reports will be prepared and delivered electronically. On the occasion where reports or other reprographic services are needed, these reports and reprographic services will be scoped and costed on a per project basis determined by the need of the project and specific service requested.

Rates and expenses are subject to change and may not be accompanied by immediate notification.

