

MEETING DATE: 01/14/26

AGENDA ITEM SUMMARY

Subject: Discuss Main Street bridge profession engineering services agreement

Background Summary: John

Calhoun Burns and Associates (CBA) was retained to provide a study of the Main Street bridge. CBA prepared a report including an alternative analysis of options to improve the Cedar River crossing. Multiple public meetings have been held to discuss the findings of the study including a public forum on November 12, 2025.

The consensus of the City Council was to move forward with a scoping study that will include input from a public design committee to determine the concept for a bridge improvement project so final design can begin.

CBA has prepared the attached professional services agreement for the design of the Main Street bridge. The initial portion of the agreement is the Scoping Phase Services. CBA engineers will attend and facilitate five (5) meetings with a citizen design committee. CBA will prepare and provide options and information for the design committee's consideration. The committee's final design choices will be summarized in a report for the City Council's review, and CBA will present the findings to the City Council for final consideration.

We are anticipating the design committee will meet once every three weeks starting in February and finishing in May. CBA will then prepare a final report and present the design choices to the City Council in June for final consideration.

The agreement has been prepared on an hourly basis with an estimated not-to-exceed fee of \$30,000.00. We plan to have a resolution for your consideration approving the agreement at next week's City Council meeting.

CITY OF CHARLES CITY

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

MAIN STREET BRIDGE

OVER CEDAR RIVER

FHWA NO. 001820

CHARLES CITY, IOWA

**CALHOUN-BURNS AND ASSOCIATES
WEST DES MOINES, IOWA**

This Agreement for Professional Engineering Services (this “*Agreement*”) is effective as of _____, 2026 (“*Effective Date*”) between CITY of Charles City, Iowa, hereinafter referred to as the “*CITY*” and Calhoun-Burns and Associates, hereinafter referred to as the “*STRUCTURAL ENGINEER*”. CITY retains STRUCTURAL ENGINEER to perform professional services, in connection with the replacement of the Main Street Bridge over the Cedar River (FHWA No. 001820) IDOT Project No. ____, hereinafter referred to as the “*Assignment*”. The preliminary design phase is to be completely funded with CITY funding.

CITY and STRUCTURAL ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1 – STRUCTURAL ENGINEER’S SERVICES

1.01 Scope

- A. STRUCTURAL ENGINEER shall provide the services set forth in Exhibit A.
- B. Upon this Agreement becoming effective, STRUCTURAL ENGINEER is authorized to begin services as set forth in Exhibit A without any further required notice.
- C. If authorized in writing by CITY, and agreed to by STRUCTURAL ENGINEER, services beyond the scope of this Agreement will be performed by STRUCTURAL ENGINEER for additional compensation.

ARTICLE 2 – CITY’S RESPONSIBILITIES

2.01 General

- A. CITY shall have the responsibilities set forth herein in Exhibit A.
- B. CITY shall promptly pay when due all amounts owing under this Agreement.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

3.01 STRUCTURAL ENGINEER’s services will be performed within the time period or by the date stated in Exhibit A.

3.02 If STRUCTURAL ENGINEER’s services are delayed or suspended in whole or in part by CITY or due to a Force Majeure Event, STRUCTURAL ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by STRUCTURAL ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 – PAYMENTS TO STRUCTURAL ENGINEER

4.01 Method of Payment for Services of STRUCTURAL ENGINEER

- A. CITY shall pay STRUCTURAL ENGINEER for services rendered under this Agreement as follows:
1. Scoping Phase
 - a. Scoping Study:

At Hourly Rates
Not to exceed \$ 30,000.00
without further
authorization
 2. Preliminary Design Phase, Final Design Phase, Bid Phase and Construction Phase Services will be negotiated by Supplemental Agreement.
 3. The amount billed for STRUCTURAL ENGINEER's services listed in items A.1. above will be based on the percent complete of the Assignment and/or actual hours charged during the billing period.

4.02 Other Provisions Concerning Payment

A. *Compensation Amounts.*

When the compensation amounts have been stated herein and it subsequently becomes apparent to STRUCTURAL ENGINEER that a compensation amount thus established will be exceeded, STRUCTURAL ENGINEER shall give CITY written notice thereof. Promptly thereafter CITY and STRUCTURAL ENGINEER shall review the matter of services remaining to be performed and compensation for such services. CITY shall either agree to such compensation exceeding said estimated amount or CITY and STRUCTURAL ENGINEER shall agree to a reduction in the remaining services to be rendered by STRUCTURAL ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed.

B. *Adjustments.*

1. STRUCTURAL ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of STRUCTURAL ENGINEER or a Force Majeure Event, the total compensation to STRUCTURAL ENGINEER shall be appropriately adjusted. For the purposes of this Agreement, "*Force Majeure Event*" shall mean fire, floods, earthquakes, tsunamis, storms, lightning, tornados, epidemic, pandemic, public health crisis, strikes, work slowdowns or other labor disturbances, civil disturbance, sabotage, explosion, catastrophe, accident, declared war, riot, terrorism, Acts of God, insurrection, quarantine restrictions, severe weather, and

laws, regulations and orders that prevent performance, to the extent that the party claiming Force Majeure gives prompt written notice of the same to the other party.

C. *Reimbursable Expenses.*

Reimbursable expenses means the actual expenses incurred by STRUCTURAL ENGINEER directly in connection with the Assignment. All reimbursable expenses to be submitted on monthly invoices.

D. *For Additional Services.*

CITY shall pay STRUCTURAL ENGINEER for all services not included in the scope of this Agreement at the rates shown on Exhibit C, or on the basis agreed to in writing by the parties at the time such services are authorized by CITY.

ARTICLE 5 – DESIGNATED REPRESENTATIVES

5.01 Contemporaneous with the execution of this Agreement, STRUCTURAL ENGINEER and CITY shall each designate specific individuals as STRUCTURAL ENGINEER’s and CITY’s representatives with respect to the services to be performed or furnished by STRUCTURAL ENGINEER and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

ARTICLE 6 – CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

- A. Exhibit A, “Further Description of Services, Responsibilities, Time, and Related Matters”, consisting of pages A1 through A3.
- B. Exhibit B, “Standard Terms and Conditions”, consisting of pages B1 through B7.
- C. Exhibit C, “Hourly Billing Rates”.

6.02 Total Agreement

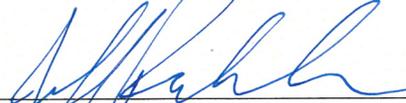
- A. This Agreement (together with the Exhibits identified in paragraph 6.01) constitutes the entire Agreement between CITY and STRUCTURAL ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. To the extent there is a conflict between the terms of any of the above, they shall be interpreted and applied in the following order of precedence: (i) Exhibit B, (ii) this Agreement, (iii) Exhibit A, and (iv) Exhibit C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

CITY:

STRUCTURAL ENGINEER:

Dean Andrews
Mayor



Jeff Fadden, P.E.
Vice President

Date: _____

Date: 1/9/26

Addresses for giving notice:

900 Clarke Street
Charles City, Iowa 50616

Addresses for giving notices:

6775 Vista Drive
West Des Moines, IA 50266

Designated Representative (Paragraph 5.01):

Designated Representative (Paragraph 5.01):

John Fallis, P.E., CFM
City Engineer
641-257-6300
Email: john@cityofcharlescity.org

Evan Murphy, P.E.
Project Manager
Phone No.: (515) 224-4344
Email: emurphy@calhounburns.com

Initial:
CITY _____
STRUCTURAL ENGINEER 

EXHIBIT A

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 STRUCTURAL ENGINEER's Services

A. SCOPING PHASE SERVICES:

1. Attend and Facilitate Citizen Design Committee Meetings. Location provided by City. (5 meetings)
2. Prepare Example Bridge Aesthetic options for Consideration
3. Summarize Final Design Choices
 - i. Prepare Conceptual drawings for consideration/review
4. Present Committee Findings and Recommendations to Council for approval and acceptance (2 meetings)

B. SITE SURVEY AND PRELIMINARY DESIGN; CULTURAL, ENVIRONMENTAL, HISTORICAL AND ARCHAEOLOGICAL INVESTIGATIONS; FINAL DESIGN; AND BID AND CONSTRUCTION PHASE SERVICES:

Services to be completed by the STRUCTURAL ENGINEER following approval of the Scoping Study by the CITY may include:

1. Site topographic survey and base mapping.
2. Preliminary design, details, and drafting of plans.
3. Protected Species Assessment.
4. Wetland Delineation, and Mitigation design and plans.
5. Phase IA Archaeological and Historical Architectural Assessments.
6. Geotechnical Investigations.
7. Paint and material sampling and testing of existing bridge.
8. Final design, details, and drafting of plans.
9. Final street reconstruction and City owned utility relocation design, details, and plans.
10. Final Opinion of Probable Construction Cost.
11. Coordination with preliminary, check, and final plan, and submittals to the Iowa Department of Transportation.

12. Coordination with and submittals to private utility companies affected by the project.
13. Preparation of acquisition plats for permanent right-of-way and/or temporary construction easements.
14. Bid and construction phase services.

The above services, and any other requested or required services by the CITY or any of the other required review agencies, are to be negotiated by Supplemental Agreement.

A.2.01 CITY's Responsibilities

- A. CITY shall do the following in a timely manner, so as not to delay the services of the STRUCTURAL ENGINEER:
 1. If necessary, prepare and execute a Title VI Plan or Agreement. Provide a copy of a Title VI Assurance to IDOT.
 2. Work directly with the Regional Planning Affiliation (RPA) to program the project in the Transportation Improvement Program (TIP).
 3. Request from the IDOT the completion of a Phase IA Archaeological and Historical Architectural Assessment by their consultant, Alan Hawkins.
 4. Assist with submittals required by review agencies which have jurisdiction and permit authority on this bridge replacement project.
 5. Provide record location, size and type of the CITY owned utilities within the project corridor.
 6. Assist in the coordination of any private utility company relocations necessitated by the project.
 7. Obtain any required permanent right-of-way and/or temporary construction easement for the project.
 8. Provide any applications, public notices, and fees required by the IDNR related to a National Pollution Discharge Elimination System (NPDES) permit obtained for the project prior to construction.
- B. STRUCTURAL ENGINEER shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing STRUCTURAL ENGINEER's services under this Agreement.
- C. CITY shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

- A. Work under this Agreement shall begin no later than 30 days after being notified by the CITY with a written notice to proceed. Upon execution of this Agreement, the STRUCTURAL ENGINEER and the CITY may establish a schedule of work completion. The intent is to

have all Scoping Phase Services completed by the summer of 2026. Failure of the STRUCTURAL ENGINEER to maintain progress in accordance with this schedule may be cause for termination of the Agreement.

- B. STRUCTURAL ENGINEER's services under this Agreement will be considered complete when all deliverables set forth in Paragraph A.1.01. A. are submitted to CITY, and when compensation for the services set forth in Paragraph 4.01.A.1 is received by STRUCTURAL ENGINEER.

Initial:
CITY _____
STRUCTURAL ENGINEER 

EXHIBIT B

The following terms and conditions are integrated fully into the Agreement:

B.6.01.B Standard Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by STRUCTURAL ENGINEER under this Agreement will be the care and skill ordinarily used by members of STRUCTURAL ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. STRUCTURAL ENGINEER makes no warranties or guarantees, express or implied, under this Agreement or otherwise, in connection with STRUCTURAL ENGINEER's services.

2. Independent Contractor; No Third-Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and not for the benefit of any other party, and no other entity shall have any claim against STRUCTURAL ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CITY or STRUCTURAL ENGINEER. STRUCTURAL ENGINEER shall be an independent contractor and not an employee of the CITY. This Agreement shall not constitute, create or give effect to otherwise create or imply a joint venture, partnership or any form of formal business association of any kind between STRUCTURAL ENGINEER and CITY. CITY agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. Payments to STRUCTURAL ENGINEER

Invoices will be prepared in accordance with STRUCTURAL ENGINEER's standard invoicing practices and will be submitted to CITY by STRUCTURAL ENGINEER monthly, unless otherwise agreed. Upon acceptance by the CITY, payment will be made promptly without right of setoff or withholding but in no event later than thirty (30) days after submission of invoice. Final payment will be made upon submittal of deliverables described in Exhibit A.

4. Insurance

STRUCTURAL ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to CITY upon request.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, STRUCTURAL ENGINEER shall indemnify and hold harmless CITY, CITY's officers, directors, elected officials, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) arising from third party claims of bodily injury, death or property damage caused solely by the negligent acts or omissions or intentional misconduct of STRUCTURAL ENGINEER or STRUCTURAL ENGINEER's

officers, directors, partners and employees in the performance of STRUCTURAL ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, CITY shall indemnify and hold harmless STRUCTURAL ENGINEER, STRUCTURAL ENGINEER's officers, directors, agents, partners, employees, subcontractors and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions or intentional misconduct of CITY or CITY's officers, directors, elected officials, partners, employees and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, STRUCTURAL ENGINEER's total liability to CITY and anyone claiming by, through, or under CITY or this Agreement for any injuries, losses, damages and expenses caused in part by the negligence or misconduct of STRUCTURAL ENGINEER and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that STRUCTURAL ENGINEER's negligence bears to the total negligence of CITY, STRUCTURAL ENGINEER, and all other negligent entities and individuals. Further, notwithstanding anything to the contrary in this Agreement, STRUCTURAL ENGINEER's maximum liability arising out of or related to STRUCTURAL ENGINEER's obligations and indemnifications under this Agreement shall not exceed the total amount of compensation received by STRUCTURAL ENGINEER pursuant to this Agreement.

d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, CITY shall indemnify and hold harmless STRUCTURAL ENGINEER and STRUCTURAL ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate CITY to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

6. Dispute Resolution

a. CITY and STRUCTURAL ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 30 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

- d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.
- e. The mediator shall not be a witness in any legal proceedings related to this Agreement.
- f. If mediation fails to resolve the dispute, each party may enforce their rights under this Agreement in accordance with the terms and conditions hereof.

7. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CITY shall pay to STRUCTURAL ENGINEER all amounts owing to STRUCTURAL ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs. STRUCTURAL ENGINEER shall not be obligated to stamp or otherwise provide Documents upon termination unless such Documents were completed in the ordinary course prior to the effective date of termination.

8. Access

CITY shall arrange for safe access to and make provisions for STRUCTURAL ENGINEER to enter upon public and private property as required for STRUCTURAL ENGINEER to perform services under this Agreement.

9. Hazardous Environmental Conditions

It is acknowledged by both parties that STRUCTURAL ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition", i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event STRUCTURAL ENGINEER or any other party encounters a Hazardous Environmental Condition, STRUCTURAL ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CITY: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CITY acknowledges that STRUCTURAL ENGINEER is performing professional services for CITY and that STRUCTURAL ENGINEER is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 ("CERCLA"), which are or may be encountered at or near the site in connection with STRUCTURAL ENGINEER's activities under this Agreement.

10. Patents

STRUCTURAL ENGINEER will not conduct patent or copyright searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

11. Ownership of Documents/Electronic Media

a. The requested electronic design, drawings, documents, data file(s) and/or other data on any form of electronic media generated by STRUCTURAL ENGINEER (the “*Shared Data*”) are instruments of service produced and owned by STRUCTURAL ENGINEER, who is and shall be deemed the author of the Shared Data and retain all common law, statutory law and other rights, including but not limited to national and international copyrights. All rights are reserved by STRUCTURAL ENGINEER.

b. CITY acknowledges that data, documents, and/or drawings stored on electronic media outside STRUCTURAL ENGINEER’s control can deteriorate undetected or be modified without the STRUCTURAL ENGINEER’s knowledge. CITY agrees that the STRUCTURAL ENGINEER cannot be held liable for the completeness, or correctness of electronic data once the electronic media has left the possession of the STRUCTURAL ENGINEER. CITY’s use or reuse shall be at CITY’s risk and full legal responsibility. CITY shall be fully and solely responsible for reconciling of said electronic files with any certified hard copies produced by STRUCTURAL ENGINEER. Only the final certified hard copies of the survey, design, and/or data files shall constitute contract documents for the project. The CITY further agrees to assume all responsibility and liability for the use of the Shared Data, in whole or in part, for any purpose or project other than the project for which the Shared Data was originally produced.

c. CITY will not and shall not, without the expressed prior written consent of STRUCTURAL ENGINEER: a) disseminate, share, loan, rent, display, assign or otherwise transfer the whole or any part of the Shared Data, either in electronic form or hard copy, to any other person or entity; b) alter, rewrite, decompile, reverse engineer, or otherwise change any of the Shared Data; or, c) use the whole or any part of the Shared Data on any project other than the Project for which they are intended. CITY shall treat the Shared Data as confidential and safeguard it with at least the same level of protection and effort with which CITY safeguards its own confidential information.

d. The Shared Data may be in a preliminary or intermediate stage and may not be complete or in final form and may not be intended for construction use. CITY’s use or reuse, internal copying, internal dissemination, and/or internal review shall be at the CITY’s risk and full legal responsibility. CITY shall be fully and solely responsible for the reconciling of said electronic files with any final certified hard copies produced by STRUCTURAL ENGINEER. Only the final certified hard copies of the design and/or data files shall be the official plans and documents for the project. The CITY agrees to waive all claims against the STRUCTURAL ENGINEER and indemnify STRUCTURAL ENGINEER as more fully set forth in paragraph 6 for all claims resulting in any way from any changes or reuse of the Shared Data for any other project or by anyone other than the STRUCTURAL ENGINEER.

e. Under no circumstances shall transfer of the Shared Data be deemed a sale by the STRUCTURAL ENGINEER. STRUCTURAL ENGINEER makes no warranties, expressed or implied, including but not limited to implied warranty of fitness for a particular purpose, regarding the Shared Data. CITY accepts the Shared Data in “AS IS” condition.

f. CITY does hereby agree to indemnify and hold STRUCTURAL ENGINEER and its directors, officers, agents and employees and, if applicable, the Project owner/developer harmless from any and all claims, suits, damages, liability, demands, or costs, including attorney fees and expenses, that result from or arise out of the use or misuse of the Shared Data by CITY or any party with whom CITY disclosed the Shared Data, even if inadvertent. In the event of suit for breach and/or enforcement of this Agreement, CITY agrees to pay all attorney fees incurred by STRUCTURAL ENGINEER.

g. Each item of electronic data sent or delivered to CITY by STRUCTURAL ENGINEER shall be subject to the terms, conditions, and obligations of this Agreement.

12. Opinions of Probable Construction Cost

a. Construction Cost is the cost to CITY to construct proposed facilities. Construction Cost does not include costs of services of STRUCTURAL ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CITY's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with CITY's contemplated project, or the cost of other services to be provided by others to CITY pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. STRUCTURAL ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of STRUCTURAL ENGINEER's experience and qualifications and represent STRUCTURAL ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since STRUCTURAL ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, STRUCTURAL ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable construction cost prepared by STRUCTURAL ENGINEER. If CITY wishes greater assurance as to probable Construction Cost, CITY shall employ an independent cost estimator.

13. Opinions of Total Project Costs

a. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of STRUCTURAL ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and CITY's costs for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to CITY pursuant to this Agreement.

b. STRUCTURAL ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs for the same reasons it cannot assume responsibility for Construction Costs set forth in Section 13(b) above.

14. Force Majeure

STRUCTURAL ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond STRUCTURAL ENGINEER's reasonable control including, by way of example, war (declared or not), sabotage, civil strife, insurrection, strikes of a national or organized labor union, earthquake, pandemic (excluding conditions known as of the Effective Date

of this Agreement due to the COVID-19 pandemic), epidemic, travel restrictions and/or quarantine, acts of God, fire, and acts of terrorism.

15. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party except to affiliates or successor by operation of law.

16. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

17. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and STRUCTURAL ENGINEER, who agree that the Agreement 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. Each Party, in its sole discretion, shall have the right, but shall have no obligation, to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time. No delay or omission by the Parties in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy nor shall it be construed as a bar to or waiver of any such right or remedy on any future occasion. In addition, neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified.

18. Survival

All express representations, indemnifications, obligations to pay and limitations of liability included in this Agreement will survive its completion or termination for any reason.

19. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

20. Governing Law & Venue

This Agreement is to be governed by the law of the state of Iowa without giving effect to the conflict of law provisions thereof. Any dispute regarding this Agreement shall be brought in the federal or state courts located in Polk County, Iowa, and by execution and delivery of this Agreement, each Party hereby: (a) accepts the jurisdiction of the foregoing courts; (b) irrevocably consents to be bound by any final judgment (after any appeal) of any such court with respect thereto; and (c) irrevocably waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the personal jurisdiction of such court or the laying of venue of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum.

21. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party as its address on the signature page and given personally, or be registered or certified mail postage prepaid, by a commercial courier service, or by electronic (email) delivery. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served the next Business Day after the same shall have been delivered to the relevant courier, and any notice so given by email transmission shall be deemed to have been served on transmission and receipt of confirmation of successful transmission during normal business hours (automatic replies excluded). As proof of such service it shall be sufficient to produce a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee or an activity report of the sender's email program showing the confirmation of successful transmission.

22. Counterparts.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. This Agreement (including any counterpart signature page) may be executed by facsimile or electronic signature (e.g. DocuSign) or any image of the signed Agreement transmitted by electronic mail (such as an unalterable pdf image file) and such facsimile signature or image shall be deemed an original.

EXHIBIT C

2026 HOURLY BILLING RATES (EFFECTIVE JUNE 2025)

PRINCIPAL OF FIRM II	\$ 260.00	/HOUR
PRINCIPAL OF FIRM I	\$ 248.00	/HOUR
SENIOR PROJECT MANAGER IV	\$ 230.00	/HOUR
SENIOR PROJECT MANAGER III	\$ 220.00	/HOUR
SENIOR PROJECT MANAGER II	\$ 215.00	/HOUR
SENIOR PROJECT MANAGER I	\$ 209.00	/HOUR
PROJECT MANAGER IV	\$ 212.00	/HOUR
PROJECT MANAGER III	\$ 207.00	/HOUR
PROJECT MANAGER II	\$ 202.00	/HOUR
PROJECT MANAGER I	\$ 196.00	/HOUR
SENIOR PROJECT ENGINEER IV	\$ 198.00	/HOUR
SENIOR PROJECT ENGINEER III	\$ 192.00	/HOUR
SENIOR PROJECT ENGINEER II	\$ 178.00	/HOUR
SENIOR PROJECT ENGINEER I	\$ 164.00	/HOUR
PROJECT ENGINEER IV	\$ 184.00	/HOUR
PROJECT ENGINEER III	\$ 170.00	/HOUR
PROJECT ENGINEER II	\$ 160.00	/HOUR
PROJECT ENGINEER I	\$ 143.00	/HOUR
SENIOR DESIGN ENGINEER IV	\$ 160.00	/HOUR
SENIOR DESIGN ENGINEER III	\$ 147.00	/HOUR
SENIOR DESIGN ENGINEER II	\$ 138.00	/HOUR
SENIOR DESIGN ENGINEER I	\$ 125.00	/HOUR
DESIGN ENGINEER IV	\$ 151.00	/HOUR
DESIGN ENGINEER III	\$ 144.00	/HOUR
DESIGN ENGINEER II	\$ 136.00	/HOUR
DESIGN ENGINEER I	\$ 127.00	/HOUR
ENGINEER INTERN	\$ 108.00	/HOUR
FUNDING SPECIALIST I	\$ 149.00	/HOUR
FUNDING SPECIALIST II	\$ 132.00	/HOUR
SENIOR ENGINEERING TECHNICIAN IV	\$ 166.00	/HOUR
SENIOR ENGINEERING TECHNICIAN III	\$ 157.00	/HOUR
SENIOR ENGINEERING TECHNICIAN II	\$ 151.00	/HOUR
SENIOR ENGINEERING TECHNICIAN I	\$ 144.00	/HOUR
ENGINEERING TECHNICIAN IV	\$ 142.00	/HOUR
ENGINEERING TECHNICIAN III	\$ 138.00	/HOUR
ENGINEERING TECHNICIAN II	\$ 131.00	/HOUR
ENGINEERING TECHNICIAN I	\$ 127.00	/HOUR
OFFICE COORDINATOR	\$ 129.00	/HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 124.00	/HOUR
ADMINISTRATIVE ASSISTANT III	\$ 118.00	/HOUR
ADMINISTRATIVE ASSISTANT II	\$ 114.00	/HOUR
ADMINISTRATIVE ASSISTANT I	\$ 107.00	/HOUR
CLERICAL I	\$ 100.00	/HOUR
CLERICAL II	\$ 94.00	/HOUR
CLERICAL III	\$ 82.00	/HOUR
MILEAGE EXPENSES	CURRENT IRS STANDARD RATE ACTUAL COST	

HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.