
AGENDA ITEM SUMMARY

**Subject: Discuss professional services agreement for the
Main Street bridge**

Background Summary:

The Main Street bridge is a historically significant bridge constructed in 1910 and serves as a vital Cedar River crossing for Charles City. Although the bridge ratings for this structure hinders its funding for bridge replacement, we should be proactively planning now for its reconstruction. The planning process begins first with a feasibility study. The second step will be preliminary design to refine the results of the study. The third step will be final design to finish the preliminary design and prepare construction plans and specifications.

Calhoun-Burns and Associates have provided a proposal to perform a feasibility study on replacing the bridge. The study will determine the type, size, and location of a new bridge and how a new bridge will fit into the downtown area. A preliminary cost opinion will be prepared to provide the City with information for future budgeting.

Since the bridge is on the National Register of Historic Places, the feasibility study will include a review of the historical significance of the existing bridge and the process and requirements for replacing the bridge. This will include multiple meetings with the City's Historic Preservation Committee. EOR Iowa, LLC will provide the historical review. EOR worked with Calhoun-Burns on the Charley Western Trail Bridge replacement.

The feasibility study will provide general information on the existing bridge, replacement bridge alternates, costs, historical significance, and potential aesthetics to account for the historical loss. We'll also have a discussion on preliminary design as the next step and Federal and State agency review process.

The total lump sum fee for the study is \$19,300.00 which includes \$15,400.00 for the feasibility analysis and \$3,900.00 for the historical (cultural) review. A copy of Calhoun-Burns submittal letter and professional services agreement are attached for your review.



March 31, 2022

John Fallis, P.E.
City Engineer
105 Milwaukee Mall
Charles City, IA 50616

**RE: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
MAIN STREET BRIDGE OVER CEDAR RIVER / FHWA 001820
CHARLES CITY, IA**

Dear Mr. Fallis:

You have requested that Calhoun-Burns and Associates, Inc. provide this proposal for professional engineering services to perform a feasibility study to review the long term options for the Main Street Bridge over the Cedar River.

The existing bridge is of significance not only due to the connectivity it creates for the local street system, but also in the annals of bridge history. Built in 1910 by Advance Construction Company of Waukesha, Wisconsin. It is a concrete filled arch which is typical of this era of urban major river crossings. The bridge has been added to the National Registry for its historic significance.

Given the bridge's historical significance as well as its size and location in the heart of Charles City, the project will have significant administrative review by multiple agencies. That being said, we propose beginning with a feasibility study to determine the required steps to satisfy the appropriate review agencies as well as determine appropriate long term options for the site. The goal for the feasibility study will be to determine the needed reviews, an expected timeline of the process as well as some budgetary cost figures.

In addition to our efforts, we've proposed utilizing the services of EOR Iowa, Inc. to perform a desktop review of the cultural resources of the site. Their work will assist significantly with making prudent decisions and recommendations regarding the potential historical processes needed for this structure.

Enclosed are two (2) copies of the Standard Iowa DOT Secondary Road Consulting Engineering Contract filled out as described above. Please review the proposal and, if it is acceptable, insert the date on page one, enter the appropriate signatures in the spaces provided on sheet 4, and return one copy to me.

Calhoun-Burns and Associates is prepared to proceed with the work on this project upon receipt of your notice to proceed. We appreciate the opportunity to provide this proposal to you for this important project on your city's street system.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Jeff M Fadden', is written over the 'Respectfully Submitted,' text.

Jeff M Fadden, P.E.
Vice-President

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**MAIN STREET BRIDGE
OVER CEDAR RIVER
FHWA NO. 001820**

CHARLES CITY, IOWA

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

AGREEMENT

THIS IS AN AGREEMENT effective as of _____, 2022 (“Effective Date”) between the City of Charles City, Iowa (“City”) and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa (“Engineer”). Engineer agrees to provide the services described below to City for the Main Street Bridge over the Cedar River (FHWA 001820) in the City of Charles City, Iowa (“Assignment”).

Description of Engineer’s Services:

- Perform Feasibility analysis for existing historical bridge. Include up to three video conference meetings with City, historical society and appropriate review agencies as needed. Findings to be reported in letter format with budgeted timelines and construction cost. See Attachment A.

City and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and City shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to City.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If City fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, Engineer may, without liability, after giving seven days written notice to City, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.01 Additional Services

A. If authorized by City, or if required because of changes in the Assignment, Engineer shall furnish services in addition to those set forth above.

B. City shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Assignment an amount equal to the cumulative hours charged to the Assignment by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by City to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Assignment are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to City on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by City effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Assignment materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the State of Iowa.

6.01 Successors, Assigns, and Beneficiaries

A. City and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of City and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of City and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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 this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its Citys may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents.

C. To the fullest extent permitted by law, City and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and Citys, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment, and (2) agree that Engineer's total liability to City under this Agreement shall be limited to \$10,000.00 or the total amount of compensation received by Engineer, whichever is greater.

D. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, 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 Citys or contractors 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.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated attachment), constitutes the entire agreement between City and 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.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, City shall pay Engineer as follows:

- | | | |
|---|--|-------------|
| 1. Bridge Feasibility Analysis: | At Currently Hourly Rates, \$ | 15,400.00 |
| | Not To Exceed Without Further Authorization. | |
| 2. Feasibility Study Cultural Review:
(EOR Iowa, LLC.) | Lump Sum | \$ 3,900.00 |

B. The Engineer's compensation is conditioned on the time to complete the Assignment not exceeding twelve (12) months. Should the time to complete the assignment be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CITY:

By:

Dean Andrews

Title:

Mayor

Date

ENGINEER:

By:


Jeff M. Fadden, P.E.

Title:

Vice President

Date:

3/31/22

ATTESTED:

By:

Trudy O'Donnell

Title:

City Clerk

Date:



ATTACHMENT A

**CITY OF CHARLES CITY, IOWA
MAIN STREET BRIDGE FEASIBILITY**

A feasibility study for the Main Street Bridge shall be performed and will include:

1. Desk top review of historical status and required methodology, review process, and recordation requirements if proposed work would be considered an adverse effect to the historical bridge. Includes up to 3 video conference meetings with Charles City Historic Preservation Committee.
2. Feasibility analysis of appropriate bridge type, size and location/alignment and associated effects on neighboring buildings, street alignment and adjacent upstream dam required to complete the work including budgetary construction costs.
3. Prepare letter type Feasibility Report which will contain a description of field investigation, findings, recommendations, and a pre-design cost opinion for use in budgeting future construction.



CALHOUN-BURNS AND ASSOCIATES, INC.

BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

HOURLY BILLING RATES (EFFECTIVE JULY 2021)

PRINCIPAL OF FIRM IV	\$ 220.00 / HOUR
PRINCIPAL OF FIRM III	\$ 212.00 / HOUR
PRINCIPAL OF FIRM II	\$ 203.00 / HOUR
PRINCIPAL OF FIRM I	\$ 194.00 / HOUR
SENIOR PROJECT MANAGER IV	\$ 179.00 / HOUR
SENIOR PROJECT MANAGER III	\$ 174.00 / HOUR
SENIOR PROJECT MANAGER II	\$ 171.00 / HOUR
SENIOR PROJECT MANAGER I	\$ 166.00 / HOUR
PROJECT MANAGER IV	\$ 168.00 / HOUR
PROJECT MANAGER III	\$ 164.00 / HOUR
PROJECT MANAGER II	\$ 160.00 / HOUR
PROJECT MANAGER I	\$ 155.00 / HOUR
SENIOR PROJECT ENGINEER IV	\$ 154.00 / HOUR
SENIOR PROJECT ENGINEER III	\$ 146.00 / HOUR
SENIOR PROJECT ENGINEER II	\$ 136.00 / HOUR
SENIOR PROJECT ENGINEER I	\$ 127.00 / HOUR
PROJECT ENGINEER IV	\$ 142.00 / HOUR
PROJECT ENGINEER III	\$ 132.00 / HOUR
PROJECT ENGINEER II	\$ 122.00 / HOUR
PROJECT ENGINEER I	\$ 111.00 / HOUR
SENIOR DESIGN ENGINEER IV	\$ 125.00 / HOUR
SENIOR DESIGN ENGINEER III	\$ 115.00 / HOUR
SENIOR DESIGN ENGINEER II	\$ 108.00 / HOUR
SENIOR DESIGN ENGINEER I	\$ 98.00 / HOUR
DESIGN ENGINEER IV	\$ 119.00 / HOUR
DESIGN ENGINEER III	\$ 112.00 / HOUR
DESIGN ENGINEER II	\$ 106.00 / HOUR
DESIGN ENGINEER I	\$ 100.00 / HOUR
ENGINEER INTERN	\$ 84.00 / HOUR
SENIOR TECHNICIAN IV	\$ 128.00 / HOUR
SENIOR TECHNICIAN III	\$ 123.00 / HOUR
SENIOR TECHNICIAN II	\$ 118.00 / HOUR
SENIOR TECHNICIAN I	\$ 112.00 / HOUR
TECHNICIAN IV	\$ 113.00 / HOUR
TECHNICIAN III	\$ 109.00 / HOUR
TECHNICIAN II	\$ 105.00 / HOUR
TECHNICIAN I	\$ 101.00 / HOUR
OFFICE MANAGER	\$ 107.00 / HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 97.00 / HOUR
ADMINISTRATIVE ASSISTANT III	\$ 93.00 / HOUR
ADMINISTRATIVE ASSISTANT II	\$ 89.00 / HOUR
ADMINISTRATIVE ASSISTANT I	\$ 84.00 / HOUR

MILEAGE:	CURRENT IRS STANDARD RATE
EXPENSES:	ACTUAL COST

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

1500 30th Street ♦ West Des Moines, IA 50266

WATS 877/241-8003 ♦ Phone 515/224-4344 ♦ FAX 515-224-1385 ♦ email: email@calhounburns.com

