



August 26, 2024

Jenn Peter, Superintendent  
Belmond-Klemme CSD  
411 10<sup>th</sup> Avenue NE  
Belmond, IA 50421

PHONE: (641) 444-4300

RE: Civil Engineering Services Fee Proposal  
2025 Athletic Track Reconstruction  
Belmond, Iowa

Dear Ms. Peter,

In response to your request, Larson Engineering, Inc. (LEI) is pleased to submit the following proposal to provide civil engineering services for the proposed project.

### **PROJECT DESCRIPTION**

It is LEI's understanding that the project is to consist of the reconstruction of an existing 6-lane athletic track on the campus of Belmond-Klemme High School. The long jump event will be moved to either south of the south end zone of north of the track to provide more sideline room for football teams.

### **SCOPE OF WORK**

Based upon the topographic survey with utilities provided by LEI's subconsultant, LEI will provide the following services...

#### ***Topographic Survey by Carter Land Surveying***

The purpose of this survey is to provide a one-foot contour map of the area, extending 50 feet beyond property lines, with spot elevations on important features and transition areas. The topographic survey will be used to develop site plans and for determining accurate quantities for cost estimating

The survey will include:

- Property lines, easement lines and setback lines
- All roads, walkways, curbs and similar improvements
- Utility locations and elevations
- Manhole locations, rim and invert elevations
- Storm sewer and sanitary sewer pipe type and size along with the direction of inlet and outlet pipes

- Ditch and culvert centerline spot elevations
- All surface features, such as light poles, guy wire, electrical boxes, fire hydrants, water valves, trees and other landscaping amenities
- Any other elements that are obvious during the field work

### ***Geotechnical Investigation & Evaluation by Terracon Consultants***

The purpose of this geotechnical investigation is to evaluate the new project subsoils for structural support, ground water, and frost susceptibility at the location shown. This information will be used to determine the proper method for construction of proposed pavement and curb.

Place approximately 6 standard penetration borings to a depth of 11' each

- Borings shall utilize the split spoon method of sampling and be continuously sampled from 0 to 5 feet and at 2 ½' increments thereafter
- Record the exact location/elevation of each boring based on actual field measurements
- Generate geotechnical recommendations for pavement

### ***Preliminary Design***

- An initial site visit by Larson Engineering to become familiar with site conditions.
- Prepare preliminary civil engineering documents including: existing conditions & demolition plan, preliminary paving plan, preliminary grading & drainage plan, preliminary erosion control plan and preliminary site utility plan. Preliminary civil engineering documents will be provided to the Client for 50% and 100% review.
- Preliminary construction cost estimating for site work.
- Attend up to two (2) virtual coordination meetings with Client and/or jurisdictions to discuss issues relating the Preliminary Design phase of the project.

### ***Construction Documents***

- Prepare final civil engineering documents including: existing conditions & demolition plan, site dimension & paving plan, grading & drainage plan, erosion control plan, site utility plan (storm sewer, sanitary sewer and domestic water), technical specifications/permit notes and details. Final civil engineering documents will be provided to the Client for 50% Review and for 100% permit submittal.
- Coordination with Mechanical, Electrical and Landscape subconsultants.
- Attend up to two (2) virtual coordination meetings with Client and/or jurisdictions to discuss issues relating to the Construction Documents phase of the project.
- Assist Client in submittal of required permits for the site development portion of the project and make plan revisions, as required by the City of Belmont.

### ***Bidding***

- Provide the owner with a Notice to Bidders document that can be published on the School District's website or other publications to notify public and contractors.
- Share Construction Documents for bidders and regional plan rooms.
- Maintain planholder's list through bid opening.
- A pre-bid meeting will be conducted to inform all bidders of the general intent of the plans and specifications and to answer any project questions.

- Issue addenda for clarification of the documents as necessary.
- At the bid opening our personnel will assist and provide bid tabulation forms.
- When the low bidder has been determined, our personnel will check references and make recommendations to the Owner or Owner's representative concerning the work history and qualifications of the firm under consideration.

### ***Construction Administration***

Based upon the approved construction documents we will provide the following services:

- Prepare construction contracts for the work between the Owner and the selected contractor.
- Conduct and document the pre-construction conference.
- Review material submittals and shop drawings.
- Verify contractor payment requests.
- Provide intermittent inspection as needed with reports documenting project progress.
- Conduct the substantial completion and final inspections, and create punch-lists.
- Obtain signed and dated warranties from the Contractor(s).
- Upon completion, provide electronic copies of all project documents for future reference.

### **BASIS OF PROPOSAL**

This proposal is based upon a phone conversation between Jenn Peter and Theresa Greenfield with Belmont-Klemme Community School District and Michael Murphy with Larson Engineering on August 20, 2024.

### **CLIENT RESPONSIBILITY**

Prior to or shortly after commencing the design, we request the following information:

- A proposed schedule and written notification of any changes to schedule.
- Copies of all construction budgets and cost estimates as soon as they are available.

### **DUE DILIGENCE**

It is understood that due diligence has been performed by others, and that issues of jurisdiction, land use and zoning (including availability of utilities, traffic access, and drainage restrictions, wetlands, air space, Phase I and follow-up environmental studies, and fees for development, licensing, and permitting) have been resolved. Determination of whether wetlands or flood hazard areas exist, and incorporation of such facts into the initial planning is assumed to have been satisfactorily completed at this time, with no anticipated impact on the project.

### **SCHEDULE**

Work to follow a mutually agreeable schedule at project commencement. LEI's work shall not begin until LEI has received a signed Proposal from Client and all information needed for design.

### **FEES**

We propose to perform the work described herein, including all reimbursable expenses, for the following fees in accordance with our standard Terms and Conditions.

**Topographic Survey by Carter Land Surveying - \$4,000**  
**Geotechnical Investigation & Evaluation by Terracon Consultants - \$7,000**  
**Preliminary Design - \$6,000**  
**Construction Documents - \$9,500**  
**Bidding - \$5,000**  
**Construction Administration - \$15,000**

**Total Fee for above Phases = \$46,500**

**ADDITIONAL SERVICES** beyond the scope of this agreement including but not limited to:

- Additional calculations and drafting due to redesign/relocation of the building, parking or grading layouts after the initial layout is prepared as requested by the Architect or Owner.
- Floodplain/floodway encroachment studies and design.
- Traffic studies.
- Site Development, Construction Documents or Construction meetings beyond those described in the scope of work.
- Additional work due to the introduction of fast-track scheduling or multiple bid packages.
- Landscape planning or design.
- Lift stations for sanitary or storm sewage.
- Construction layout/staking.
- As-Built or Record Drawings.
- Special Inspections.
- Utility and/or roadway plan and profile drawings.
- Roadway turn lane design.
- Layout for additional utilities such as gas, electrical, telephone, cable, etc.
- Irrigation system design or relocation.
- Hazardous materials.
- Wetlands Delineation.

Additional services shall be charged at hourly rates as follows, only after written authorization to proceed is received from Client.

Principal	\$260.00/hr	Design Engineer II	\$160.00/hr
Project Manager	\$210.00/hr	Design Engineer I	\$150.00/hr
Project Engineer	\$184.00/hr	BIM/CAD Designer	\$120.00/hr
Design Engineer III	\$170.00/hr	Clerical/Admin	\$78.00/hr

This Proposal shall remain in effect for thirty (30) days of the date hereof.

### **TERMS AND CONDITIONS**

1. **Standard of Care:** LEI will perform its services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services, under similar circumstances and in the same locale, at the time the services are performed. No other representation, express or implied, and no warranty or guarantee is included in or intended by this Agreement, or by any report, opinion, document, or other instrument of professional service. LEI disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose.
2. **Invoicing:** Invoices shall be rendered monthly in proportion to services performed.

3. **Payment:** LEI's invoices are due and payable 15 days after Client receives payment from the owner but no later than 30 days after Client's receipt of LEI's invoice. Client shall notify LEI in writing when payment of LEI's invoices will exceed 60 days. Should payment of LEI's invoices exceed 60 days, payment will be considered past due and LEI may exercise its right to file a Mechanics' Lien against the property, including interest and recovery of collection costs, including, but not limited to lien filing and attorney's fees. Should payment of LEI's invoices exceed 90 days, LEI may exercise its right to stop work on the project. Continuation of work and release of deliverables will begin upon receipt of all outstanding payments, current to LEI's most recent invoice.
4. **Acceptance of Invoice:** Client shall review LEI invoices promptly upon receipt. Client shall notify LEI in writing of any disputes with LEI's invoice within 10 business days of receipt of the invoice. If Client fails to formally notify LEI of any disputes with any part of an invoice within 10 business days of receipt of the invoice, the entire invoice shall be deemed accepted by Client, and due and owing. Disputes involving only portions of an invoice shall not relieve the Client of responsibility for prompt payment of any portion of same invoice that is not disputed.
5. **Interest and Unpaid Balance Due:** If any payment is not paid by Client when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%) per month until paid. (Annual effective rate = 18%). In the event the default interest rate exceeds the maximum rate of interest allowable by law, the balance owing shall accrue interest until paid, at the maximum allowable interest rate.
6. **Attorney Fees and Collection Costs:** In the event it becomes necessary for LEI to pursue collection of any invoices which remain unpaid under this Agreement, and refer an unpaid account to any attorney or collection agency, then in addition to any amount due to LEI, LEI will be entitled to recover its costs of collection, which includes its reasonable attorney fees, and other court and collection costs.
7. **INSURANCE.** Larson shall purchase, at its own cost, and not as a Reimbursable Expense, the following policies of insurance.

Commercial General Liability on an occurrence basis with a combined Bodily Injury and Property Damage limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and issued by a reputable carrier licensed to do business in the State and Country of the above-named project.

Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles with Bodily Injury and Property Damage limit of at least \$1,000,000.00 Combined Single Limit per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

Workers' Compensation at statutory limits. Workers' Compensation and Occupational Disease Insurance in accordance with applicable state and federal laws, and Employer Liability Insurance with a limit of liability of at least \$500,000.00.

Umbrella/Excess Liability policy in the amount of at least \$1,000,000.00 per occurrence and aggregate.

Larson shall provide certificates of insurance evidencing compliance with the requirements in this Section.

8. **Existence of Prime Contract:** Where Client is not also Owner, Client warrants that Client and Owner have entered into, or intend to enter into, prior to commencement of project, a contractual agreement (Prime Contract) for services including services provided under this Agreement. Client shall provide to LEI the name(s) of the Owner at the time of acceptance of this Proposal. Owner, as defined for the purposes of this Proposal, is one who has improved, intends to improve or has knowledge of proposed improvements to any tract or lot of land in which he/she has such an estate, right or interest.
9. **Document Ownership:** All original calculations, sketches, building models and/or construction documents (Documents) prepared by LEI shall remain the property of LEI unless other terms in writing are agreed upon by both parties. Any copies of Documents held by Client shall be considered instruments of professional services. Client shall not reuse or make any modifications to Documents without the prior written authorization of LEI. Client agrees, to the fullest extent permitted by law, to indemnify and hold LEI harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of Documents by Client or any person or entity that acquires or obtains Documents from or through Client without prior written authorization of LEI.
10. **Electronic Documents/Model Files Transfer:** Should Client require electronic drawing/model files be transferred to Owner, contractor and/or subcontractors for their use in or after construction, LEI will require an executed waiver of liability from recipient as well as a nominal transfer fee. Should Client establish a

- standard nominal transfer fee different from LEI's, LEI shall be notified of such at the time of execution of this Agreement.
11. **Information in a Timely Manner:** LEI reserves the right to withhold documents scheduled for bid/construction release if sufficient design information from Client, required for the production of accurate bid/construction documents, is not provided to LEI in a timely manner. LEI will not be responsible for coordination of information not provided to LEI in a timely manner.
  12. **Information Provided by Others:** Client shall provide to LEI such information as is necessary for LEI to perform the Scope of Work defined above. LEI shall be entitled to rely upon the accuracy and completeness of said information. As such, Client agrees, to the fullest extent permitted by law, to indemnify and hold LEI harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in the information provided by Client to LEI.
  13. **Building Information Modeling (BIM):** If the Scope of Work includes BIM, Client shall be responsible for coordination of the BIM models from each Architect/Engineer (A/E) design team discipline and shall provide LEI with background information necessary to develop LEI's portion of the BIM model prior to LEI's commencement of the model. Furthermore, Client shall obtain and provide to LEI, for our records, evidence of an executed agreement between Client and any other party outside of the Project's A/E design team that has been provided the BIM model. Such agreement shall include language indemnifying LEI from any and all claims, suits, liability, demands or costs arising out of or resulting from the use of said model (for purposes including quantity take-offs).
  14. **Record Documents:** Client shall provide LEI with a complete set of construction documents (drawings and specifications) at time of bidding/pricing and all subsequent addenda as soon as they are distributed to contractors.
  15. **Consequential Damages:** Notwithstanding any other provision of this Agreement, neither Client nor LEI shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Client or LEI, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, liquidated damages or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.
  16. **Acceptance By Performance:** The terms of this Proposal, including these terms and conditions, shall be considered accepted and shall be deemed enforceable if any Work is provided by LEI upon the verbal or written direction of Client and no other form of agreement has been formally accepted by both parties to this Agreement.
  17. **Agreements:** This Proposal represents the entire Agreement between Client and LEI, and supersedes all previous oral and written agreements on the Project. LEI shall not be held to the terms of any other agreements or contracts, unless expressly made part of this Agreement and amended in conformance with the Terms and Conditions of this Proposal. Furthermore, changes to this Agreement are not considered binding unless received and accepted in writing by both original signatories of this Proposal. In the event the terms and conditions set forth in this Proposal differ or conflict with the terms and conditions of a Purchase Order/Task Order or other contract document, the terms and conditions of this Proposal shall take precedence.
  18. **Assignments:** Client hereby warrants and represents that they will not transfer or assign this Agreement to any third party, directly, indirectly, by subrogation or operation of law without prior written consent from LEI.
  19. **Third Party Beneficiaries:** LEI's services under this Agreement are being performed solely for the benefit of Client. The parties to this Agreement understand and expressly agree that there are no direct or intended third party beneficiaries to this Agreement. No third party is intended as a beneficiary of this Agreement or of the services being performed by LEI pursuant to this Agreement. The parties further understand and expressly agree that nothing contained in this Agreement is intended to create nor shall create a contractual relationship with or cause of action in favor of a third party against LEI.
  20. **Site Visitations:** If site visits are performed under this Agreement, then said visits are for LEI to become generally familiar with the progress and quality of the portion of the work completed, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. However, LEI shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. These site visits shall not

constitute responsibility on the part of LEI for construction supervision nor construction means, methods, procedures or sequencing, nor devising, implementing or enforcing any safety precautions, or responsibility for overall site safety, and shall not relieve the Contractor and/or any subcontractors of any responsibilities in conjunction with their work, unless specifically stated within the Scope of Work of this Proposal. Unless specifically stated otherwise, site visits shall not be construed as a special inspection as defined by the International Building Code (IBC) or the Occupational Safety and Health Administration (OSHA).

21. **Project Delay:** If the services covered by this Agreement have not been completed within 12 months of the date hereof through no fault of LEI, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted. Should Project become inactive or LEI be instructed to cease production on our portion of the work for a period longer than six months, a project restart fee shall be negotiated. Should Project be delayed, LEI shall be compensated for the services, including time and expenses accrued up to the point that LEI is notified of Project delay.
22. **Project Cancellation:** Should Project be canceled, LEI shall be compensated for the services, including time and expenses accrued up to the point that LEI is notified of Project cancellation. Accumulated hours up to that point will be billed at hourly rates as outlined above. Upon final payment received by LEI from Client, this Agreement will be considered terminated.

**Termination:** This Agreement may be terminated by either party upon not less than seven days written notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If Client has not paid LEI within 90 days of the issuance of an invoice, LEI may terminate this agreement at any time, and seek collection of all outstanding amounts, as provided above. In the event of termination for convenience by Client, LEI shall be entitled to recover all reasonable costs and expenses incurred up to the date of termination, plus all costs incurred to assemble and close project files and documents.

23. **Limitations of Professional Errors and Omissions Liability:** The Client and LEI agree to allocate certain risks and agree that, to the fullest extent permitted by law, notwithstanding any other provisions of this Agreement, LEI's total liability, in the aggregate, and that of LEI's officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by way of, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever (including attorney's and expert witness fees), arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes or theories of liability, including, but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity, or warranty, express or implied, of LEI or LEI's officers, directors, partners, employees, agents and subconsultants, or any of them, shall not exceed \$100,000 and shall not exceed the amount of Professional Liability insurance available at the time of settlement or judgment.
24. **Failure to Follow Recommendations:** LEI disclaims any and all responsibility and liability for problems that may occur during implementation of LEI's plans, specifications, or recommendations when Client fails to fully comply with LEI's recommendations. Further, Client will defend, indemnify, and hold harmless LEI from any party's claims for losses arising from or related to Client's or any other party's failure to fully comply with LEI's recommendations.
25. **Dispute Resolution:** In an effort to resolve any conflicts that arise during or following completion of the project, Client and LEI agree that all disputes arising out of or related to this Agreement shall be submitted to non-binding mediation as a precondition to any other dispute resolution procedure, unless the parties mutually agree otherwise, other than an action to seek recovery of unpaid fees initiated by LEI, which can be pursued without LEI initiating mediation first.
26. **No Personal Liability:** None of the Client or LEI's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by their respective shareholders, officers, directors, members, managers, employees, and no personal liability is assumed by, nor may at any time be asserted against, any of them, all such liability, if any, being expressly waived or released by such party.
27. **Force Majeure/Covid:** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, by way of example, and not in limitation, fire, act of God, governmental act, national emergency, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather conditions not reasonably anticipatable, unavoidable casualties, state or national emergencies, including the occurrence of any epidemic or pandemic, including coronavirus and the like or any other causes beyond LEI's or Client's reasonable control. LEI and Client shall each exercise their respective commercially reasonable efforts to mitigate the cause of any such force majeure delay, interruption, suspension or termination and work together to mutually determine going forward strategies including schedule concerns.

Jenn Peter, Superintendent  
2025 Athletic Track Reconstruction  
August 26, 2024

29. **Choice of Law and Forum:** This Agreement and any and all claims brought as a result of the Services provided shall be governed by the law of the State of Iowa excluding that jurisdiction's choice of law rules. It is further agreed that any and all legal action between LEI and Client arising out of this Agreement or the performance of the services called for herein shall only be brought in a Court of competent jurisdiction in Des Moines, Iowa where LEI keeps its place of business, despite any other statute or law to the contrary on choice of venue or forum.

Submitted (Prepared) for LEI by: Michael A. Murphy, P.E., LEED AP

**ACCEPTANCE**

To accept this Proposal as written, please execute by signing below and return a copy to LEI for countersigning by LEI. A fully executed copy will be returned to Client.

This Proposal shall become an Agreement only after execution by both parties.

By execution with signature below, signatory indicates that they have read, understood, and agree with the terms of this Proposal in its entirety and have the authority to enter into this Agreement on behalf of Client. By execution of this Agreement, Client agrees to compensate LEI for all Services performed in accordance with this Agreement, whether or not Client's client has formally agreed to the Services above.

Company:	_____	Larson Engineering, Inc.
Signature:	_____	Signature: _____
Name (Print):	_____	Name (Print): _____
Title:	_____	Title: _____
Date:	_____	Date: _____
Client Project No.:	_____	