



City Administrator & Staff Update

2022.09.02

- **WB Schools Tour:** September 6th, 6:30 P.M. at 608 Ramsey Street.
- **Joint Meeting:** The City/School District Joint Meeting is being held on 9/21 at City Hall following our regular meeting.
- **Visioning:** Our application was submitted online. We shall see how we compare. We will hope for the best. At least we are aware of the program now. I am also following up with IISC. The Iowa Initiative for Sustainable Communities which brings University of Iowa resources, professors, and students to town to work on community projects.
- **Community Theatre Capital Campaign and CAT Grant:** The Community Theater will be asking the City of Burlington the County and the City of West Burlington to contribute to their capital campaign which will support their CAT grant for funding the improvements. WE will likely be asked to contribute \$25,000 or so over a three-year period. This was a brief discussion, and I am expecting more information soon.
- **Apprenticeship:** We continue to work with IWD, SCC, and DMACC on the Wastewater Treatment Plant Operator apprenticeship program. Presently we are working on the curriculum and then we will wrap up the plan. After the two-year program, the employee would come away with the ability to test for their grade one in water, wastewater, distribution and collection. There are several funding options and grants in talking to DMACC. They are also connecting us up with the City of Des Moines who has already begun this program.
- **Water Tower Change Order and Problems:** Please see the attached change order which is a no cost change order. Issues continue to arise and have to be dealt with nearly daily. Mike is tracking this issues as is Snyder. It feels rushed at this point as they are in the disincentive period.
- **SEIRPC:** Per Mike Norris, here is an update on the housing trust fund/West Burlington shared cost rehabilitation project: 1 home is completed and we have 2-3 more that are close to being approved for rehab. They are exploring a larger project as well where we could make a larger impact on a local home.
- **Trail:** Snyder & Associates has laid out the costs for their work related to defining the trail location in prep for design and dedication. I am checking with the City Attorney's office as I want to see what they recommend that we receive as a commitment from the mall before entering into these services.
 - Trail Continued and attached: Surveyors got back to me on the work involved to create the acquisition plat for the mall:
Field work: Recover property corners to verify boundary of Mall property, topo enough island information through the Mall property to assist with drawing acquisition limits this will not be a full design topo and will not include any utility information. Office: Research records and calculate boundary, analyze boundary information and create a base file, download and draft minimal topo for designer to use in determining acquisition limits. Platting: Create acquisition plat and legal description based on provided acquisition lines, set property corners for acquisition area.

Attached is a draft agreement for your review. If acceptable, please sign and return and they'll schedule the work. Richard Voelker, P.E., Transportation Business Unit Leader

- **School Fundraiser:** The student will be fundraising for their trip to Disney (once over their four years at WBHS). Their fundraising signs are civic banners not unlike the student signs you see in yards supporting student athletes or band members, etc. Starting October 1st, they will be placing the signs in residential areas and the school property.
- **Conferences (Gregg):** 9/7-9 Housing Conference in Des Moines. Iowa League of Cities 9/28-29 (Waterloo).

IT (Newberry)

- This week I have been working on fixing the issues that CISA had found with our network. I have currently fixed all the issues that were found. I also renewed the subscription for our small CISCO router for the sewer plant and I will be installing that down at the sewer plant and implementing Bomgar at that location. This will greatly enhance the security surrounding the SCADA system. SCADA is the communications protocol that is used to talk to devices like the aerator in the lagoons and allow ROD to change values or alert him to problems. SCADA is an acronym for supervisory control and data acquisition. I also decommissioned the server on Azure for our old website this week. Tonight, I will push down the patch management. I usually do that Tuesday, but I didn't get that done yesterday. Now that the pool is closed, I will head down there this week and winterize the electronics and replace the batteries for the alarm system to make it through the winter. We also had the mayor's phone that was damaged by no fault of the mayor. The touch screen had broken but I had fixed it by soldiering on a new mosfet that was damaged. I had already ordered and received a new phone unfortunately so I will place that on the shelf downstairs as an extra. If you have any questions, please let me know.

City Clerk (fry)

POOL

- Staff cleaned the pool. We have leftover concession food. We will inventory it and see if the school wants to purchase it for their concession stand.
- Would like to set up a committee to discuss improvements and get things organized for 2023 season.
- Proclamation for Pool Employees will be on the Sept 7th meeting

Municode/CivicClerk/iCompass – Agenda Builder Software

- Had a meeting with CivicPlus to look at the Civic Clerk program. There are a few improvements over the Municode product.
- I hope to look at the icompass product next week and will get prices to see what the cost difference would be.

PERMITS

- Parade. – Homecoming Parade – Thursday, Sept 8th at 5:00 p.m. – Beginning at the Mall, heading east on Huston to Ramsey, heading south on Ramsey to Van Weiss, ending at the High School

UTILITY BILLING (AUGUST)

- Service Orders: 35
- Disconnections/Connections: 19 Disconnections (some are snowbirds) and 12 New
- New Businesses: Big Guys BBQ (Food Truck), National Rarities (Temporary), Y and L Massage Therapy

- Gallons of Water Billed in August: 10,403,310 gallons
- Total Amount Billed for Utilities in August: \$259,814.92 (*Capital Project, Escrow, Garbage, Recycling, Sewer & Water*)
- Main Breaks affecting customers: 1 main break in Beaverdale; affected several customers in the area. Francis was not available for repairs, and Kenny Martin responded for the 'after-hours repair.'
- Anything coming up that would be of interest or something they could share with residents:
- Upcoming Utility Projects: Four Seasons has ordered a 2" water meter for the construction of a Track at SCC.

CITY CODE

- Iowa Codification has provided the 2022 Legislative Changes that affect city codes. They will prepare the Ordinance for Council to adopt to keep our code up to date.
- Airport Approach Regulations. Adding New Chapter 163. Remove reference to Airport in Nuisance Code.

TRAINING

- Attended an ICMA Webinar "How to Work Smarter (Not Harder) with Permitting, Licensing, and Code Enforcement – Aug. 31st at 11 am
- Midwest Enterprise Permitting and Licensing Online User Group Meeting – Sept 15th 10 am – 12 – Working with Brad to get access to the Energov software. If the upgrades are better, I will look at using it for Business Licensing again.
- OSHA (Multi-Employer Citation Policy Webinar) – Sept. 20th
- League of Cities Meeting - September 28 - 30

BOARD/COMMITTEES

- Joint Safety Committee – Safety Training for City Hall – Sept 15th at 3:00 p.m. We still need to decide what we want her to take care of as far as Work Comp and Safety Training.
- P&Z Upcoming P&Z meeting Sept. 15 – Waiting to hear from Ryan Nagrocki on moving forward with a P.U.D. or asking for a Board of Adjustment Variance to allow the construction of townhomes on the lots located at the corner of Huston and Layne Drive. Ryan will be utilizing Workforce Housing Tax Credits to build the units. His plan has switched from an apartment building to townhomes. He is looking at four 4-4-plex units (two-story) and eight 8-plex units (upper and lower units). Total of 48 units.



MISC COMMUNITY

- Received complaints about people not picking up after their pets when walking them through town.

- High School Homecoming Events: Homecoming week will start on 9/6.
 - Powder Puff game Wednesday
 - Parade on 9/8 at 5:00 p.m., followed by a spaghetti dinner at the high school (post-prom fundraiser) ending with the pep assembly (7 pm).
 - 9/9 Football game WBND Vs. Mepo.
 - 9/10 Homecoming Dance.
 - Trick-or-Treat 5:30-7:30 on Monday, October 31st.

Kelly out of the office:

- Sept 9 – 13 - Vacation
- Sept 14 – Southeast Iowa City Clerk's Association Quarterly Meeting – Brighton

ON-GOING PROJECTS:

- Website/Social Media - Need to make some time to schedule training and come up with a content calendar to keep social media postings current.
- Record Retention Project – Continuing to work on Record Retention and Disposition Schedule. I will involve Katie as much as I can as we inventory the files and create the policies.
- Business Appreciation – Establishing Criteria and Program to recognize local businesses

ON-GOING Plans to Update:

- CIP
- Comp Plan
- Emergency Disaster Plan
- Pool Operations Manual/Employee Manual

Public Works (Brissey)

- Water lab
- Sewer lab
- Lift station rounds
- Parks and Broadway trash and recycling
- Locates
- Service trucks
- Mowing Parks and city properties
- Maintenance and clean up at sewer plant
- Patching
- Working on pool maintenance and testing
- Watering all trees that have been planted in town, sewer plant and potted seedling
- Working on sidewalk repairs
- Boomerang working on leaks in water tower found all three pumps were plumbed in backwards. Floor drains plumbed out of tower but not hooked to anything.
- Boomerang working on tracer wires that don't work and that were installed wrong and valve boxes that we can't get on.
- Boomerang is working on back tee testing water main, putting in storm sewer and dirt work.
- Working to get pool leak fixed.
- West Mt Pleasant St patch work has started and moving right along.
- Daly construction is working on Melville sidewalks.

Police (Logan)

- We participated in the 1st Touch the Truck event held at Westland Mall last weekend. I believe it was a very good turnout. Spoke with a lot of kids and parents. I had my squad car opened up and had some good conversations with both kids and parents.
- We had our fall handgun and shotgun qualifications on Thursday.
- Officer McCampbell will be going to DARE school here in a couple weeks. Looks like it will be October when we will be in the schools going over Alice with them.
- We are following up on some leads that we have on the Attempted Burglary of the ATM a couple weeks ago.

Touch-A-Truck



CHANGE ORDER NO. 7

OWNER: City of West Burlington

PROJECT: Water Tower and Booster Station Improvemer
S&A PROJECT #: 119.0905.08

To: Boomerang Corporation
Contractor
13225 Circle Drive Suite A
Address
Anamosa, IA 52205
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:
See attached ITC#6 regarding modifications to flow meter manhole C.36, restorative efforts for Washington Road, and restoration efforts surrounding FES-1.
2. Reason for Change:
Resolutions to various field identify needs/challenges as discussed and previously documented for the file.

3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
CO-7	ITC #6				
				TOTAL	\$ -
					\$0.00

4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of \$0.00 divided as follows:

	Contract Amount	Contract Completion Date
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$4,895,728.90	August 6, 2022
Change due to this C.O. (+ or -)	\$0.00	0
Totals including this C.O.:	\$4,895,728.90	August 6, 2022

The change described herein is understood, and the terms of settlement are hereby agreed to:

Boomerang Corporation
CONTRACTOR

By Matt Boehman

DATE: 8/30/2022

Snyder & Associates, Inc.
ENGINEER

By Lindsay Blaman

DATE: 8/30/22

City of West Burlington
OWNER

By Gary / Mh

DATE: 8/31/22

Memorandum

To: Travis Scott
Boomerang Corp.

Date: August 29, 2022

From: Lindsay Beaman
Snyder & Associates, Inc.

CC: City of West Burlington

RE: Instruction To Contractor #6
Mt. Pleasant St. Water Tower & Booster Station Improvements

The following changes and clarifications are provided as a follow-up to site construction and observation discussions as outlined in an email from Lindsay Beaman dated August 25, 2022 and attached to this document for further reference.

The following changes and clarifications shall take immediate effect:

1. Flow Meter Manhole (C.36)
 - On the matter of rectifying the flow meter structure which was installed too low to accommodate a drain to the nearby storm sewer, the City agrees to allow Boomerang to install a sump pit with a permanently installed sump pump, with an additional ~~two~~ backup sump pumps to be provided for the City to have on hand.
2. Washington Road ~~three~~ *Lindsay Beaman*
 - On the matter of rectifying the surface damage to Washington Road with construction traffic, the City and Boomerang have met on-site to identify some partial panel replacements and patching that would be acceptable for the restoration of pre-construction conditions.
3. Restoration surrounding FES-1
 - On the matter of restoration in the area surrounding FES-1, the City agrees that after some minor shaping, to allow Boomerang to install fabric and broken concrete, and then to hydroseed the site for final restoration measures.

The change described herein is understood and hereby agreed by:

Lindsay Beaman

From: Lindsay Beaman
Sent: Thursday, August 25, 2022 1:43 PM
To: Bryce Ricklefs; Travis Scott; Matt Bockenstedt
Cc: Shawn Witten; Patrick Williams; Gregg Mandsager; Mike Brissey; clinet@westburlington.org; Jarad Diedrich
Subject: WB Water Tower - Response to Current Concerns

Bryce,

Thanks for the call yesterday about some of the concerns you have currently facing the West Burlington Water Tower project. In the interest of expediency, because I know time is critical these days, I wanted to go ahead and address all of these items so that it's clear we are communicating productive measures for project completion.

1. Flow Meter Manhole (C.36)

- a. Designed so that structure could drain to the storm sewer in the event that collects groundwater or fills with water following process repairs/maintenance.
- b. Structure was installed too low relative to the storm sewer. Storm sewer was installed too high relative to the structure.
 - i. We have shots to confirm both of these statements.
 - ii. Storm sewer from station 102+50 to 105+50 was modified by Change Order #6 to be installed via trenchless methods at an increased slope of 1.1%, while the remaining RCP would be flattened to absorb the differences. The understanding, while not clearly defined in change order language, was that the changes in flow elevations would be impacted from Stations 102+50 to 108+47.36 (FES-1). The storm sewer elevations upstream of 102+50 should not have been impacted by this change order.
- c. **Snyder/City is asking Boomerang to present solutions to this project need** (evacuation of water from flow meter structure) as we do not find the City responsible for any changes to make this function. Options may include the following, along with Snyder comments as to the suitability of each:
 - i. Reset structure to accomplish minimal fall to storm sewer – acceptable solution as this was the intent of design.
 - ii. Sump pit and pump – not ideal as this presents additional O&M for city staff.
 - iii. Drain to rock (French drain) – concerns about high water table not allowing this to drain freely, thereby not draining
 - iv. Drain to sanitary – DNR does not allow for cross-connections between water/sewer. Also, the City does not allow groundwater to be routed to sanitary sewer. Not an option.
 - v. Other???

2. Washington Road

- a. Washington Road experienced construction traffic by Boomerang for the installation of this project. I've been informed that there has been damage to the existing roadway that needs to be repaired per the contract documents. **If a site visit is needed to clearly identify damages and review pre- and post-construction conditions, let's schedule that ASAP with City, Engineer, and Contractor representatives to identify agreeable solutions.**

3. Restoration surrounding FES-1

- a. Contract docs call for typical seeding of the excavation limits and rip rap to be placed at the outfall of FES-1, however, the slope and existing surface conditions/materials will make the establishment of seeding difficult without further modifications to slope, or other stabilization measures. Furthermore, this is a location that will likely not typically be mowed and therefore should have been considered for a different seed mix and slope stabilization method.

- i. What were the intentions for restoration when bidding on this project?
 - b. City and Engineer are both acceptable to using recycled pavements removed from other portions of the project as a stabilizing revetment in this area in lieu of other slope seeding and stabilization methods.
 - i. The City would expect that no Item 42 Rip Rap will be used on the project, and the seeding limits would be slightly reduced.
- 4. Fire Hydrants
 - a. Please respond to ITC #3 regarding the removal of fire hydrants as this continues to be a priority for the City.
- 5. Mount Pleasant Street Asphalt overlay (external project)
 - a. The work associated with the Mount Pleasant St asphalt overlay is not related to the water tower project, however, against numerous conversations about trying to keep their schedules from conflicting, it appears that the conflicts could start as soon as next week. Boomerang cannot blame the City for these conflicts as this work is now happening outside of the original contract dates for the water tower project, which should have had a fortunate impact on the overall needs of both projects.

Hoping that we can continue to collaborate well to wrap this one up. I know everyone is very interested in getting done and I appreciate the respect we're all exhibiting in what is a high-stress situation. Thank you.

Lindsay Beaman, P.E.
Business Unit Leader

SNYDER & ASSOCIATES, INC.
P: 319.362.9394 x2320 | C: 515.708.2434
5005 BOWLING ST. S.W., SUITE A, CEDAR RAPIDS, IA 52404



Gregg Mandsager

From: Travis Scott <traviss@boomerangcorp.com>
Sent: Wednesday, August 31, 2022 6:34 AM
To: Lindsay Beaman; Matt Bockenstedt; Gregg Mandsager; Mike Brissey
Cc: Shawn Witten; Patrick Williams; Jarad Diedrich; Troy Cline
Subject: RE: WB Water Tower - Change Order 7

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Lindsay
Yes, we agree.

Thank you

From: Lindsay Beaman <lbeaman@snyder-associates.com>
Sent: Tuesday, August 30, 2022 2:02 PM
To: Travis Scott <traviss@boomerangcorp.com>; Matt Bockenstedt <MattB@boomerangcorp.com>; Gregg Mandsager <MandsagerG@WestBurlington.org>; Mike Brissey <brisseyM@WestBurlington.org>
Cc: Shawn Witten <switten@snyder-associates.com>; Patrick Williams <pwilliams@snyder-associates.com>; Jarad Diedrich <jdiedrich@snyder-associates.com>; clinet@westburlington.org
Subject: RE: WB Water Tower - Change Order 7

The city hasn't signed yet because I erred on the replacement sump pump quantity. Should be three (3) backup sump pumps in addition to the one (1) installed. I marked the change on the attached. If you can confirm concurrence via email we'll call it good.

Lindsay Beaman, P.E.
Business Unit Leader
SNYDER & ASSOCIATES, INC.

From: Travis Scott <traviss@boomerangcorp.com>
Sent: Tuesday, August 30, 2022 10:06 AM
To: Lindsay Beaman <lbeaman@snyder-associates.com>; Matt Bockenstedt <MattB@boomerangcorp.com>; Gregg Mandsager <MandsagerG@WestBurlington.org>; Mike Brissey <brisseyM@WestBurlington.org>
Cc: Shawn Witten <switten@snyder-associates.com>; Patrick Williams <pwilliams@snyder-associates.com>; Jarad Diedrich <jdiedrich@snyder-associates.com>; clinet@westburlington.org
Subject: RE: WB Water Tower - Change Order 7

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Lindsay
Attached is the signed change order. Also, to clarify, item two on the memorandum, Washington Road patches measure out to a total of 33.25 Sq. Yds.

Thank you

From: Lindsay Beaman <lbeaman@snyder-associates.com>
Sent: Monday, August 29, 2022 4:02 PM
To: Travis Scott <traviss@boomerangcorp.com>; Matt Bockenstedt <MattB@boomerangcorp.com>; Gregg Mandsager <MandsagerG@WestBurlington.org>; Mike Brissey <brisseym@WestBurlington.org>
Cc: Shawn Witten <switten@snyder-associates.com>; Patrick Williams <pwilliams@snyder-associates.com>; Jarad Diedrich <jdiedrich@snyder-associates.com>; clinet@westburlington.org
Subject: WB Water Tower - Change Order 7

All:

Shawn informed me that there was interest to get something officially drafted regarding some discussions on-site this morning as it pertains to the meter pit, Washington Road, and grading around FES-1. I could have (and still could) left this as just an ITC for project clarification, however the attached includes a change order format so everyone can sign off if that was preferred.

If there are corrections to be made, please reply as promptly as possible. Thanks.

Lindsay Beaman, P.E.
Business Unit Leader

SNYDER & ASSOCIATES, INC.
P: 319.362.9394 x2320 | C: 515.708.2434
5005 BOWLING ST. S.W., SUITE A, CEDAR RAPIDS, IA 52404



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STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS _____ day of September, 2022, **Snyder & Associates, Inc.**, 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and City of West Burlington, 122 Broadway Street, West Burlington, IA 52655 (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Gear Avenue Trail Mall Plat
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services

Exhibit

Exhibit

Exhibit

City of West Burlington (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: _____
(Authorized agent)

(Printed or typed signature)

(Printed or typed signature)

Route executed copy to:

EXHIBIT A
SCOPE OF SERVICES
GEAR AVENUE TRAIL MALL PLAT
WEST BURLINGTON, IOWA

CLIENT: CITY OF WEST BURLINGTON

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

DATE: SEPTEMBER 1, 2022

PROJECT DESCRIPTION

This project is to recover property corners and verify the boundary of the mall property in order to provide acquisition limits to the City as related to the Gear Avenue Trail. This scope of services details the proposed services related to the project.

SCOPE OF SERVICES

I. BASIC PROFESSIONAL SERVICES

A. FIELD WORK

1. Recover property corners to verify the boundary of the Mall property.
2. Topographic survey enough island information through the Mall property to assist with drawing acquisition limits. This will not be a full design topographic survey and will not include any utility information.

B. BASEMAPPING AND CALCULATIONS

1. Research records and calculate boundary.
2. Analyze boundary information and create a base file.

3. Download and draft minimal topographic survey for designer to use in determining acquisition limits.

C. PLATTING

1. Create acquisition plat and legal description based on provided acquisition lines.
2. Set property corners for acquisition area.

II. SCHEDULE

Snyder & Associates, Inc. is ready to proceed upon favorable receipt of this proposal and notice to proceed. Plat should be ready for review in 30 days.

III. COMPENSATION

The Basic Professional Services fee shall be based on a total lump sum based upon the following fee breakdown.

Task I: Topographic and Boundary Survey	\$2,178.00
Task II: Basemapping and Calculations	\$2,826.00
Task III: Platting	\$2,498.00
Total Lump Sum Fee	\$7,502.00