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COMMUNITY DEVELOPMENT

Planning,  
Zoning,  
Building Safety,  
Construction Inspection Services,  
Public Health,  
Housing Inspections,  
Code Enforcement

**Date:** August 15, 2016  
**To:** Mayor and City Council  
**From:** Dave Gobin, Community Development Director  
**Cc:** Gregg Mandsager, City Administrator  
**Re:** Request to Proceed with a Quiet Zone Study Agreement

**INTRODUCTION:** On July 14, 2016, the City Council accepted a Funding Agreement with the Stanley Howe Revocable Trust to pay for a Quiet Zone (QZ) study to be performed by a qualified consultant.

**BACKGROUND:** Over the last several weeks the City has conducted an RFQ process and received quote responses from three different consultants that conduct QZ studies.

Attached is a copy of the proposal and draft Agreement with Bolton & Menk, Inc. that staff recommends.

**RECOMMENDATION:** Staff is requesting Council approve the City to enter into an agreement with Bolton & Menk, Inc., as the most responsible proposer to conduct a QZ study for Muscatine.



# BOLTON & MENK, INC.<sup>®</sup>

## Consulting Engineers & Surveyors

P.O. Box 668 • 2730 Ford Street • Ames, IA 50010-0668  
Phone (515) 233-6100 • Fax (515) 233-4430  
www.bolton-menk.com

June 2<sup>nd</sup>, 2016

Gregg Mandsager  
City Administrator  
City of Muscatine  
215 Sycamore St.  
Muscatine, IA 52761

RE: Mississippi Drive Quiet Zone Study

Dear Gregg:

Bolton & Menk, Inc. is pleased to submit this proposal for the proposed Quiet Zone study in the City of Muscatine. We sincerely thank you for the opportunity and look forward to working with you on this project.

Bolton & Menk is a civil engineering and surveying consulting firm providing professional services in multiple areas, including civil, water/wastewater, traffic/transportation, water resources, engineering, environmental reviews, archeological services, and land surveying. Our core philosophy is to provide quality engineering and surveying services combined with a total commitment to client satisfaction. Our long-term relationships are directly related to our commitment to providing superior technical capabilities and our concern and sensitivity to our clients' goals, needs, and desires. We aim to assist clients in realizing their vision, not ours.

The following pages include a brief description of the tasks necessary to complete your project.

### **SCOPE OF SERVICES**

#### **TASK 1: Data Collection**

Normally the investigation is completed by using the City or County base map aerial photography with property line overlays. These maps are used to investigate alternatives, verify land use, identify driveway locations, verify adjacent parking use and determine clear zone requirements. We will also obtain the Federal Rail Administration (FRA) inventory and accident history for the rail corridor. Traffic volumes will be obtained from the IADOT and the Mississippi Drive traffic study.



### **TASK 2: Meetings**

Typically several meetings are held with City staff, representatives of the CP Railway, IDOT (Highway Authority) responsible for crossing improvements and the regional FRA office. All parties do not attend each meeting. Anticipated meetings include:

1. Field Review with City staff.
2. Field Review with CP and City staff.
3. Intermediate meeting with City staff with purpose of modifying alternatives based on CP meeting.
4. Diagnostic Review with representatives of City, FRA, CP, and IADOT.
5. Public meeting with adjoining property owners, businesses and users of corridor.
6. Report presentation to City Council.

### **TASK 3: Alternate Investigations**

As shown with Task 2 above, several steps are required to review the feasibility of various options and obtain the necessary consensus and buy-in of owners, users, City staff, elected officials, CP and regulatory authorities. BMI will investigate combinations of options that would allow the Quiet Zone to be implemented, while minimizing, as much as practical, the impact on adjacent landowners, business and other users of this roadway network.

Alternatives to be considered could include:

- No improvements at specific crossings.
- Supplemental Safety Measures (SSM's); which are improvements proven to improve crossing safety and pre-approved by FRA. These types of SSM's may include raised medians along the roadway, 4-quadrant gates, or closure of a specific crossing.
- Alternate Safety Measure (ASM's); which are improvements not on a pre-approved FRA list but may be approved by FRA after a formal submittal and review. A sample ASM would be a hybrid improvement such as a 4-quadrant type gate on one side of the crossing with a raised median installed on the opposite side of the crossing.

BMI will also inventory pedestrian crossings within the corridor. This inventory will verify the need for the pedestrian crossing, verify adjacent sidewalks and pedestrian use patterns, and recommending necessary modifications of pedestrian crossings.

Adjoining land owners, businesses, and uses can be substantially impacted by the recommendations of the Feasibility Study. BMI and staff are cognizant of these impacts and will work with these users to explore access, parking and other impact modifications.

The option of converting the vehicular crossings to a one-way pair road system. This option will be explored as a part of the project scope.



**TASK 4: Report Preparation & Presentation**

Based on the results of all work completed, BMI will prepare a draft of the Feasibility Report for staff review. Included will be a summary of the work completed and potential option's for safety improvements needed to implement the Quiet Zone improvements. Preliminary plans for the improvements will be provided along with an Opinion of Probable Costs.

Also included will be supporting documents based on FRA requirements showing whether the proposed improvements meet the FRA thresholds for implementation of a Quiet Zone in the City of Carroll.

**TASK 5: Schedule and Milestones**

<b>Notice to Proceed:</b>	<b>June 2016</b>
<b>Data Collection:</b>	<b>June 2016</b>
<b>Alternative Investigations and Meetings:</b>	<b>July-September 2016</b>
<b>Report Preparation and Presentation</b>	<b>September-October 2016</b>

**COMPENSATION**

<i>Task 1 (Data Collection):</i>	\$ 2,480
<i>Task 2 (Meetings(6)):</i>	\$ 8,640
<i>Task 3 (Alternative Investigations):</i>	\$ 7,840
<i>Task 4 (Report Preparation &amp; Presentation):</i>	\$ 5,280
<b>HOURLY (ESTIMATED COST TO COMPLETE):</b>	<b>\$24,240</b>

Upon authorization and Notice to proceed, we will commence with a kick-off meeting to meet your timeframe.

This scope of work will be completed and invoiced monthly at Standard Hourly Rates with an estimated fee of \$24,240. Any significant changes to the area encompassed by the project initiated by the Owner after initial submittal to the City may require an additional fee.

Also note that Bolton and Menk does not charge regular expenses such as cell phone, computer time, mileage, or survey supplies to this or any project.

This proposal is subject to the attached "Terms of Proposal".

We appreciate this opportunity and look forward to showcasing our capabilities.

Sincerely,

BOLTON & MENK, INC.

  
Jim Harbaugh, PLA  
Project Manager

Accepted,

City of Muscatine

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date



Mr. Gregg Mandsager  
City of Muscatine  
June 2<sup>nd</sup>, 2016  
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Enclosure

## **Terms of Proposal**

### **Bolton & Menk, Inc.**

**The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.**

**A. Services:** BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

**B. Information from Client:** Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

**C. Access to Site:** Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. BMI will take precautions to minimize damage due to these activities and the Client agrees to reimburse BMI for any costs associated with required restoration work.

**D. Standard of Care:** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no expressed or implied warranty with respect to its undertakings described herein.**

**E. Certifications:** Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

**F. Project Approvals:** Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, BMI makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

**G. Opinions or Estimates of Project Costs:** Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies

**Terms of Proposal**  
**Bolton & Menk, Inc.**  
**(Continued)**

**H. Construction Phase Services:** If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that BMI is not be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

**I. Ownership and Alteration of Documents:** Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided.

**J. Billings and Payments:** Invoices for BMI's services shall be submitted upon completion of services. Invoices are due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

**K. Late Payments:** Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**L. Termination of Services:** This agreement may be terminated, upon written notice, by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**M. Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed **\$24,240.00**. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, if any.

**N. Not Used.**

**O. Withdrawal of Proposal:** This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph P.

**P. Agreement:** If the Proposal is accepted, the Client and BMI may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. Upon request by the Client, BMI may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.