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City of Hiawatha

Engineering Department

101 Emmons St., Hiawatha Iowa, 52233-1697
PHONE (319) 393-1515 ext. 511 FAX (319) 393-1516

To: **Mayor and City Council** **Date:** **January 7, 2019**

From: John C Bender PE, City Engineer

Re: **Professional Services Contract with Anderson Bogert Engineers**

Description: **Hiawatha Rail Quiet Zone Study**

Report:

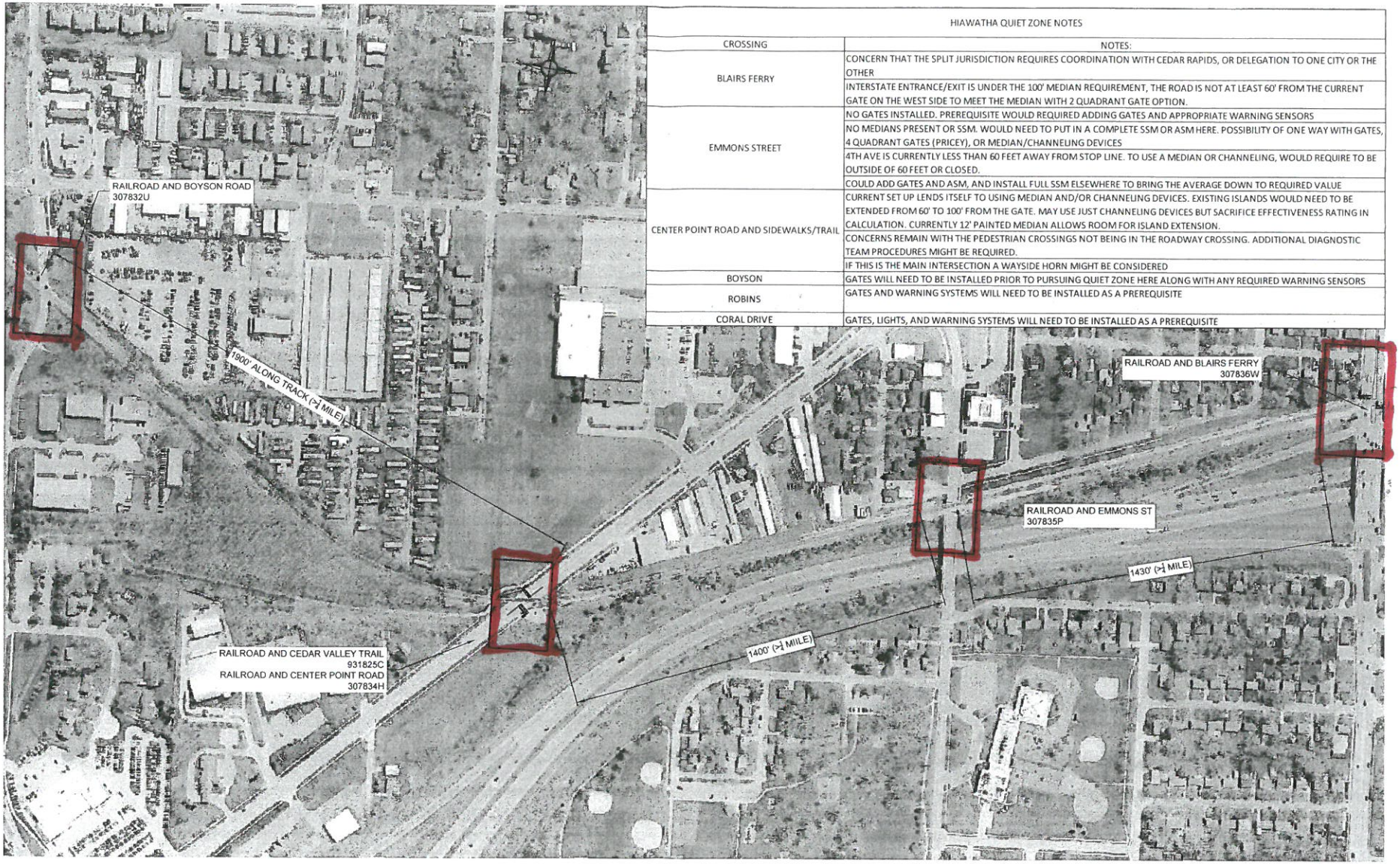
The Council approved a budget item in the newly adopted CIP for $250,000 to prepare a project that could install new signals and gates at the Emmons Street railroad crossing. The intent is to replace the current railroad flashers and install the needed projection that would allow the construction of a new railroad quiet zone at this location. The railroad crossing with North Center Point Road was already constructed in accordance with quiet zone requirements when we repaved at section in 2013.

We have had Anderson Bogert Engineers review the current railroad crossings and determined the best process to start the discussions with the City, the railroad, and the Federal Railroad Authority. We need a study completed in order to receive approval to move forward with the planning/design phase of a railroad quiet zone implementation. This is just the planning phase and will not include any construction plans or agreements with any railroad agencies or contractors.

The attached scope, schedule, and fee proposal from Anderson Bogert Engineers includes the data collection, traffic studies, conceptual design, coordination meetings, and drafting the required Notice of Intent (NOI) to move forward with the project. Attached is the study area map that includes 4 railroad crossings; the Blair's Ferry Crossing, the Emmons Street crossing, the North Center Point crossing, and the Boyson Road crossing. The schedule is to have the Notice of Intent approved by November of this year.

Anderson Bogert has considerable experience with railroad quiet zone design and implementation. Engineering recommends approval of a professional services agreement with Anderson Bogert Engineers for a fee not to exceed $27,018.00.

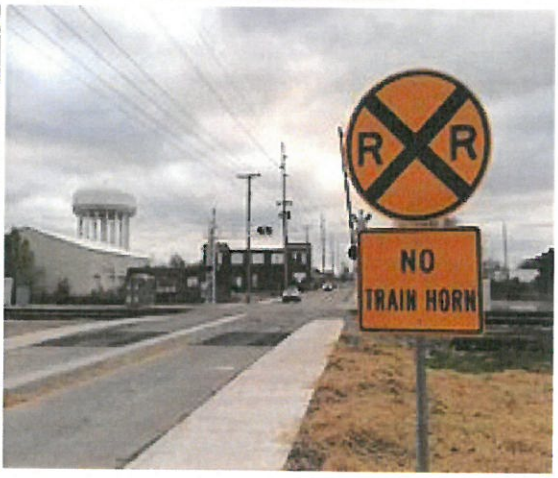
Any questions please let me know.



HIAWATHA QUIET ZONE NOTES

CROSSING	NOTES:
BLAIRS FERRY	CONCERN THAT THE SPLIT JURISDICTION REQUIRES COORDINATION WITH CEDAR RAPIDS, OR DELEGATION TO ONE CITY OR THE OTHER
	INTERSTATE ENTRANCE/EXIT IS UNDER THE 100' MEDIAN REQUIREMENT, THE ROAD IS NOT AT LEAST 60' FROM THE CURRENT GATE ON THE WEST SIDE TO MEET THE MEDIAN WITH 2 QUADRANT GATE OPTION.
EMMONS STREET	NO GATES INSTALLED. PREREQUISITE WOULD REQUIRED ADDING GATES AND APPROPRIATE WARNING SENSORS
	NO MEDIANS PRESENT OR SSM. WOULD NEED TO PUT IN A COMPLETE SSM OR ASM HERE. POSSIBILITY OF ONE WAY WITH GATES, 4 QUADRANT GATES (PRICEY), OR MEDIAN/CHANNELING DEVICES
	4TH AVE IS CURRENTLY LESS THAN 60 FEET AWAY FROM STOP LINE. TO USE A MEDIAN OR CHANNELING, WOULD REQUIRE TO BE OUTSIDE OF 60 FEET OR CLOSED.
	COULD ADD GATES AND ASM, AND INSTALL FULL SSM ELSEWHERE TO BRING THE AVERAGE DOWN TO REQUIRED VALUE
CENTER POINT ROAD AND SIDEWALKS/TRAIL	CURRENT SET UP LENDS ITSELF TO USING MEDIAN AND/OR CHANNELING DEVICES. EXISTING ISLANDS WOULD NEED TO BE EXTENDED FROM 60' TO 100' FROM THE GATE. MAY USE JUST CHANNELING DEVICES BUT SACRIFICE EFFECTIVENESS RATING IN CALCULATION. CURRENTLY 12' PAINTED MEDIAN ALLOWS ROOM FOR ISLAND EXTENSION.
	CONCERNS REMAIN WITH THE PEDESTRIAN CROSSINGS NOT BEING IN THE ROADWAY CROSSING. ADDITIONAL DIAGNOSTIC TEAM PROCEDURES MIGHT BE REQUIRED.
	IF THIS IS THE MAIN INTERSECTION A WAYSIDE HORN MIGHT BE CONSIDERED
BOYSON	GATES WILL NEED TO BE INSTALLED PRIOR TO PURSUING QUIET ZONE HERE ALONG WITH ANY REQUIRED WARNING SENSORS
ROBINS	GATES AND WARNING SYSTEMS WILL NEED TO BE INSTALLED AS A PREREQUISITE
CORAL DRIVE	GATES, LIGHTS, AND WARNING SYSTEMS WILL NEED TO BE INSTALLED AS A PREREQUISITE

NO
TRAIN HORN


R
R
NO
TRAIN HORN

ANDERSON BOGERT

4001 River Ridge Drive NE
Cedar Rapids, IA 52402
Office: (319) 377-4629
Fax: (319) 377-8498

Hiawatha Rail Quiet Zone Study
Anderson Bogert Project No. 218033

AGREEMENT FOR ENGINEERING AND/OR LAND SURVEYING SERVICES

This AGREEMENT, made and entered into as of this 4th day of January, 2019, by and between The City of Hiawatha, Iowa, the CLIENT, mailing address of 101 Emmons Street, Hiawatha, IA, 52233, and Anderson-Bogert Engineers & Surveyors, Inc., the CONSULTANT, for professional services concerning the following PROJECT: Hiawatha Rail Quiet Zone Study

The CLIENT agrees to employ the CONSULTANT to perform services hereinafter enumerated and the CONSULTANT hereby accepts such employment and agrees to perform said scope of services in connection with: Hiawatha Rail Quiet Zone Study (hereinafter called the PROJECT).

The CLIENT agrees to furnish to the CONSULTANT full information as to the CLIENT'S requirements including any special or extraordinary considerations for the PROJECT or special services needed, and also to make available pertinent existing data. Any extra services authorized by client will be charged as extra work. This extra work will be based on our standard hourly rates.

The General Terms and Conditions set forth and attached hereto are herein incorporated into and made a part of this AGREEMENT.

Other terms and conditions of this AGREEMENT are as follows: see attached Exhibit A - Scope of Services

In consideration for services performed by the CONSULTANT covering the work described above, the CLIENT agrees to pay the CONSULTANT on the following basis: (AS CHECKED)

- ☐ Lump sum in the amount of $ _____
- ☐ Per the attached fee schedule
- ☒ Others as stated here see attached Exhibit B - Fee Proposal

Payment shall be made as per the General Terms and Conditions on a monthly basis unless otherwise indicated in this AGREEMENT.

THIS AGREEMENT represents the entire and integrated AGREEMENT between the CLIENT and the CONSULTANT for the PROJECT described and supersedes all prior negotiations, representations or agreements, either written or oral. THIS AGREEMENT may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

THIS AGREEMENT executed the day and year written above.

FOR CLIENT	FOR ANDERSON-BOGERT ENGINEERS & SURVEYORS, INC.
_____	_____
City of Hiawatha, Iowa	William Bogert, P.E., LSI, ENV SP

ANDERSON BOGERT

4001 River Ridge Drive NE
Cedar Rapids, IA 52402
Office: (319) 377-4629
Fax: (319) 377-8498

ANDERSON BOGERT
PROJECT NO. 218033
Hiawatha Rail Quiet Zone Study

Exhibit A
Scope of Services

Location and Understanding of Project

The City of Hiawatha would like to designate a new rail quiet zone through the intersection crossings at Blairs Ferry if practical at Center Point Road, Emmons Street, and Blairs Ferry (joint with Cedar Rapids, Iowa). The City would like to get the designation process moving forward with preliminary engineering, study, and conceptual design. The process is intended to complete the planning phase of a rail quiet zone implementation. The scope of services concludes with the planning process, and will not include any construction plan preparation, agreements with railroads or contractors, or any construction period services.

Project Scope

The scope of services shall include the following:

- Acquisition of relevant data: updated crossing inventory forms and traffic volumes
- High-level conceptual design exhibits for railroad crossings
- Coordinating and facilitating diagnostic reviews of intersections within the study zone
- Refined conceptual design exhibits with an engineer's estimate of probable cost
- Effectiveness study of any Alternative Safety Measures (ASM's) proposed
- Draft the Notice of Intent (NOI) for City distribution to relevant parties
- Complete a Public Authority Application to FRA (if required by ASM's)

Anticipated Schedule

Contract Approval / Notice to Proceed	February 1st, 2019
Data Acquisition/Conceptual Exhibits	February 15th, 2019
Meeting(s) with City staff	As scheduled
Diagnostic Team Review	March, 2019
Quiet zone effectiveness study, report and estimate of probable cost	May 3rd, 2019
NOI draft submitted to the City	May 17th, 2019
Public Authority Application to the FRA (if required)	July 17th, 2019
FRA Approval (if required)	November, 2019

*Anticipated schedule subject to change following diagnostic team review

Next Steps Following this Agreement

Note that this contract does not directly result in the establishment of a new quiet zone. This agreement involves the planning and application stage of the quiet zone creation process. If required, FRA approval could take anywhere from one month to several months. Notices to involved parties (such as the FRA application, NOI, and the Notice of Establishment which follows construction) must allow a comment period (usually 60 days per regulation) following distribution. This period of time may be shortened if statements are received from each authority, or no comment statements which waive their right to the required comment period. The anticipated schedule following this agreement depends largely on the safety measures proposed, and

outcomes of the diagnostic team review. The following tasks are expected to follow after the completion of this agreement:

Design of Supplemental Safety Measures (SSM's) and Alternative Safety Measures (ASM's)
Construction of SSM's and ASM's
Draft and distribute NOE at least 21 days in advance of anticipated horn silencing, but at least 60 days after the NOI was distributed
Depending on method of establishment, crossing inventory forms and general condition reports must be submitted on a regular basis to the FRA for review for continued compliance.

Exhibit B
Fee Proposal

Estimated Fee ..... $27,018 (Hourly Not-to-Exceed)

Preliminary Data Acquisition: $2,618

Diagnostic Review and Effectiveness Study: $19,400

Final Reports and Submittals: $5,000

Not Included:

Topographical, ROW, Retracement surveys
Construction Plans
Any application/design/safety/deposit/ASM testing fees that may be required by any railroad in the quiet zone establishment process
Any activities following successful distribution of NOI or successful application to FRA

Client Responsibilities:

Provide any CAD or data files on relevant crossings
Furnish a central meeting space for diagnostic team meetings
Disseminate any required information to the public or any affected property owners, including any information regarding the planned silencing of horns for ASM studies that may occur during the study process
Submit and distribute required information releases to the required parties (such as the NOI and application to FRA)

Additional services shall be negotiated or performed on hourly rates based on attached rate schedule effective July 1, 2018 or as amended annually.

ANDERSON BOGERT

4001 River Ridge Drive NE
Cedar Rapids, IA 52402
Office: (319) 377-4629
Fax: (319) 377-8498

Anderson Bogert Project No. 218033

TERMS AND CONDITIONS OF SERVICE

1. Agreement.

The agreement and/or proposal, exhibits and schedules (the "Agreement/Proposal") attached hereto and these General Terms and Conditions collectively shall constitute the AGREEMENT between the CLIENT identified in the Agreement/Proposal and Anderson-Bogert Engineers & Surveyors, Inc. ("CONSULTANT") in respect to the services to be performed by CONSULTANT (the "Services"). Except as expressly set forth below, these General Terms and Conditions supercede any inconsistent or contradictory provisions contained in the Agreement/Proposal or any offer, contract, purchase order, requisition, notice-to-proceed, or like document regarding CONSULTANT's Services.

2. Standard of Care; Disclaimer of Warranties; Limitation of Services.

a. The CONSULTANT agrees to perform the Services in accordance with the standard of care used by persons of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. All estimates, recommendations, opinions, and decisions of CONSULTANT will be made upon the basis of the information available to CONSULTANT and CONSULTANT's experience, technical qualifications, and professional judgment.

b. CONSULTANT warrants that it will exercise due care in the performance of the Services subject to the limitations described in the AGREEMENT. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES, WHETHER EXPRESSED OR IMPLIED. CLIENT ACKNOWLEDGES AND AGREES THAT CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER WARRANTIES OR ANY KIND OR NATURE WHATSOEVER. CONSULTANT makes no other warranties, expressed or implied, under this AGREEMENT or otherwise, in connection with CONSULTANT'S Services.

c. CLIENT acknowledges and agrees that (i) subterranean conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that CONSULTANT'S data interpretations and recommendations are based solely upon information available to CONSULTANT at the time of assessment; (ii) investigations may disclose the presence of existing geological conditions or other substances, the presence of which may require disclosure to appropriate governmental authorities by CLIENT; (iii) although necessary to perform the Services, investigation methods involve an inherent risk of contamination of previously uncontaminated air, soil and water; (iv) CONSULTANT is not responsible for data, interpretation and/or recommendations by others; (v) all data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the project; and (vi) the extent and scope of Services under this AGREEMENT may be limited by CLIENT's schedule and financial considerations and that additional services may provide more accurate information in respect to conditions at or near the site.

d. CLIENT acknowledges and agrees that CONSULTANT is not a generator, storer, transporter, arranger for transport or disposer of hazardous or toxic substances, pollutants or contaminants found or identified at the project site. CONSULTANT's Services do not include any services regarding the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the site. CONSULTANT is only responsible for providing the Services described in the Agreement/Proposal.

3. Information; Third parties; Access to Site.

a. CLIENT represents and warrants that it has or will timely (i) furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site; and (ii) furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions which will be required by CONSULTANT for performance of its services. CONSULTANT shall be entitled to rely upon documents and information provided by CLIENT in performing the Services. CONSULTANT assumes no responsibility or liability for the accuracy or completeness of said documents and information. CLIENT provided documents will remain the property of CLIENT.

b. CLIENT acknowledges and agrees that CONSULTANT may engage the services of independent contractors to perform the work necessary to complete the services. CLIENT agrees that such independent contractors are not agents or employees of CONSULTANT. CONSULTANT will not direct, supervise or control the work of contractors or their subcontractors. CONSULTANT's Services do not include a review or evaluation of a contractor's (subcontractor's) safety measures. CONSULTANT shall be responsible only for its employees on any site. CONSULTANT shall not be responsible for the operations of others or safety at the site.

c. CLIENT shall provide right of entry for CONSULTANT personnel, CONSULTANT subconsultants and all equipment and vehicles necessary to perform services. CONSULTANT will take reasonable measures to minimize damage to property; however, CLIENT understands that some damage may occur, and the cost of repair of such damage shall solely be the responsibility and obligation of CLIENT. CLIENT is responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. CONSULTANT will take reasonable effort to avoid damage to these items. If these items cannot be located, CONSULTANT,

upon CLIENT's written authorization, and at CLIENT's cost, will engage feasible locating methods and employ persons to confirm locations. CLIENT agrees to hold CONSULTANT harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by CLIENT or which CONSULTANT could not locate using a reasonable standard of care.

4. Fees and Expenses; Payment for Services.

a. In consideration of CONSULTANT'S agreement to provide the Services, CLIENT shall pay to CONSULTANT the fees specified in the Agreement/Proposal and reimburse CONSULTANT for its costs and expenses incurred in connection with the Services.

b. CONSULTANT will submit invoices to CLIENT no less than on a monthly basis and such invoices are due and payable upon receipt. Any balances that remain unpaid for more than thirty (30) days from the date of invoice shall be subject to an additional charge at the rate of one and one-fourth percent (1¼%) per month from the date of the invoice. Payment of invoices is not subject to discounting by CLIENT. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of the AGREEMENT between CONSULTANT and CLIENT.

c. In addition to the termination provisions in Section 6 below, if CLIENT fails to pay CONSULTANT within ninety (90) days of an invoice, CONSULTANT, without liability to CLIENT, may terminate this AGREEMENT and/or suspend Services until payment of all past due amounts has been received by CONSULTANT.

5. Changes or Delays.

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the Services required under the Agreement/Proposal. Facts may develop that may require a change in the Services to be performed. CONSULTANT will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the Services, whether or not changed by any order, an equitable adjustment shall be made, and the AGREEMENT modified accordingly.

6. Termination.

The term of this AGREEMENT shall commence on the date set forth in the Agreement/Proposal and will continue until the parties' obligations have been fully performed or the AGREEMENT is sooner terminated. Either party may terminate the AGREEMENT in the event of a material breach that is not cured within thirty (30) days after written notice of such breach. In addition, the parties may mutually agree in writing to terminate the AGREEMENT.

7. Limitation of Liability.

To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT, CONSULTANT and CONSULTANT's directors, officers, principals, managers, employees, agents and CONSULTANT's consultants and subconsultants, and any of them, total liability to CLIENT and anyone claiming, by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Services or the AGREEMENT from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of CONSULTANT or CONSULTANT's directors, officers, principals, managers, employees, agents and CONSULTANT's consultants and subconsultants, or any of them, shall not exceed the total compensation received by CONSULTANT under this AGREEMENT.

8. Insurance.

CONSULTANT agrees to purchase workers' compensation insurance and comprehensive general liability insurance. CONSULTANT agrees to purchase additional insurance if requested by CLIENT (presuming such insurance is reasonably available from carriers acceptable to CONSULTANT), provided the costs for additional insurance are reimbursed by CLIENT.

9. Indemnification.

a. CLIENT hereby agrees to indemnify and hold harmless, CONSULTANT and its officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, brought by any third party against CONSULTANT which arise directly or indirectly out of this AGREEMENT or the performance of CONSULTANT'S Services hereunder, except arising solely from the gross negligence or willful misconduct of CONSULTANT.

b. CONSULTANT and CLIENT each agree to indemnify and hold the other harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent or wrongful acts, or omissions to act.

10. Confidentiality.

CONSULTANT agrees to maintain as confidential and not disclose to others without CLIENT's prior consent all information obtained from CLIENT that was not otherwise previously known to CONSULTANT or in the public domain and is expressly designated by CLIENT in writing to be "CONFIDENTIAL." Notwithstanding the foregoing, this paragraph shall not apply to information that (1) is published or comes into the public domain through no fault of CONSULTANT, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law or order of a court, administrative agency, or other authority with proper jurisdiction.

11. Re-use of Documents and Use of Electronic Media.

All documents including drawings and specifications prepared or furnished by CONSULTANT (and CONSULTANT's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this AGREEMENT are instruments of service in respect of the project, and CONSULTANT shall retain an ownership and property interest therein, whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the project, however, such documents are not intended or represented to be suitable for re-use by CLIENT or others as extensions of the project or on any other project. Any re-use without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. CONSULTANT will be entitled to additional compensation for verification or adaptation at rates to be agreed upon by CLIENT and CONSULTANT.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format or text, data, graphic or other types that are furnished by CONSULTANT to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CONSULTANT at the time electronic files were furnished to the CLIENT.

12. Governing Law.

This AGREEMENT is to be governed by and construed in accordance with the laws of the State of Iowa.

13. Severability.

If any provision of this AGREEMENT is determined to be invalid, the offending provision shall be deemed severed from this AGREEMENT and the determination shall not affect the validity of any other clause or provision of this AGREEMENT.

14. Independent Contractor. CONSULTANT at all times during the term of this AGREEMENT an independent contractor. CONSULTANT shall not, for any purpose, be deemed an agent, employee, partner or legal representative of CLIENT.

15. Binding Effect.

This AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, representatives, agents and permanent assigns.

16. Force Majeure.

CONSULTANT will not be liable to CLIENT for CONSULTANT'S failure to fulfill its obligations under this AGREEMENT due to causes beyond CONSULTANT'S reasonable control and without its fault or negligence including, but not limited to, governmental laws and regulations, acts of God or the public, war or other violence, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, accidents, storms, strikes, lockouts, work stoppages, labor disputes, or unavailability of labor, raw materials, power or supplies. CLIENT shall pay any additional costs incurred by CONSULTANT in connection with the performance of services under this AGREEMENT that are related to any labor disputes between the CLIENT and any unions representing the employees of the CLIENT.

17. Execution.

If CLIENT is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf certifies that such person is an officer, member, manager or partner thereof, that his or her action was duly authorized by appropriate corporate, company or partnership action, that such action does not conflict with the corporate charter or bylaws, articles of organization or operating agreement, or the partnership agreement, as the case may be, or any contractual provision binding on such corporation or partnership, and that no consent of any stockholders, members or partners to his or her action is required.

18. Assignment.

CLIENT shall not assign any right, or delegate any obligation, arising under this AGREEMENT without prior written consent of CONSULTANT. CONSULTANT may assign its rights, and delegate its obligations, arising hereunder at any time by providing written notice of such assignment to CLIENT.

19. Entire Agreement; Modifications.

This AGREEMENT contains all the terms and conditions between the parties and supersedes all prior and contemporaneous negotiations, representations, understandings and other agreements, oral or otherwise, that may have been entered into by the parties. All other statements, conditions, covenants, representations, and warranties are merged herein. Any modifications of this AGREEMENT shall be in writing and duly executed by the parties.

20. No Implied Waiver.

Any delay or failure of either party at any time to require performance by the other party of any provision of this AGREEMENT shall not in any way affect the right of such party to require performance. No waiver by either party of any breach of any provision of this AGREEMENT shall be enforceable against such party, unless such waiver is in writing, and no waiver shall be construed to be a waiver of any subsequent breach or of any other right or remedy under this AGREEMENT.

21. Taxes.

CLIENT shall timely pay all applicable sales taxes which are levied upon the Services provided hereunder, in accordance with applicable law.

22. Incorporation of Schedules.

All Schedules attached hereto are incorporated herein by reference and made a part hereof for all purposes as if fully set forth herein.

23. Notices.

Any notice, request, instruction or documents required or permitted to be delivered hereunder shall be in writing and shall be deemed given if delivered personally or by courier service or sent by regular U.S. mail or facsimile to a party at the address set forth in this AGREEMENT or its facsimile number.

24. Dispute Resolution.

CLIENT and CONSULTANT agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, 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 to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this AGREEMENT.

RESOLUTION NO. 19-
City Council

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT IN CONNECTION WITH THE HIAWATHA RAIL QUIET ZONE STUDY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA, hereby authorizes the designated staff to sign a Professional Services Agreement between the City of Hiawatha and Anderson Bogert Engineers for the following purposes as described in "Exhibit A" Agreement for Engineering and/or Land Surveying Services in the amount not to exceed $27,018.00.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 16th day of January, 2019.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kari Graber, Deputy City Clerk