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Muscatine, IA 52761-5040
(563) 263-8933
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Public Works

City Transit
263-8152

MEMORANDUM

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

To: Gregg Mandsager, City Administrator
CC: Fran Donelson, Secretary
FROM: Randy Hill
DATE: April 5, 2016
RE: Agreement for Professional Services – Update Master Plan for Riverside Park

INTRODUCTION:

The City of Muscatine is in need of an updated master plan for Riverside Park. The last one was done more than 25 years ago. The timing of this update is ideal as it will dovetail with the upcoming Mississippi Drive Corridor project.

BACKGROUND:

Key considerations for this master plan include incorporating the 2013/14 University of Iowa Sustainable Community goals and objectives; considering the BC/BS Blue Zones Demonstration recommendations; integrating with the performing arts community and addressing the initiatives developed by the Mayor's Community Improvement Action Team (CIAT). The Master Plan update will feature the riverfront as an asset, promote additional recreational activities, support community wellness, and continue to promote Muscatine's downtown as an opportunity for investment. The parameters of the project area will be from the railroad floodgates to the marina.

RECOMMENDATION/RATIONALE:

The engineering firm of Short Elliott Hendrickson Inc. (SEH) has submitted a proposal for this master plan update. The objectives for this plan are to retain current desirable uses, develop new programmatic uses, strengthen ties to the CBD, compliment new development patterns like the proposed hotel, and build on existing and proposed trail connections. Ideas and illustrations will be used in public and stakeholder discussions to resolve location and/or design aesthetics of a riverfront amphitheater, the treatment of the shoreline, connectivity to Mississippi Dr., the possibility of a river cruise boat dockage and establish costs. Through the master planning

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**

review process and public feedback, which will include representatives from CIAT, Blue Zones, Council, stakeholders and others, priorities will be validated.

Using the resources of SEH coupled with Bolton-Menk (Mississippi Dr.) the City will be establishing a well-conceived and well-designed plan for the Central Business District.

It is staff's recommendation to enter into a Professional Services Agreement with SEH Inc. for an Updated Master Plan for Riverside Park.

BACKUP INFORMATION:

1. Agreement for Professional Services – Updated Master Plan for Riverside Park
2. Cost Proposal
- 3.
- 4.

Agreement for Professional Services

This Agreement is effective as of 02.19.2016, between CITY OF MUSCATINE, IOWA (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as:

**Re: Professional Services for
Update Master Plan for Riverside Park Muscatine, Iowa**

Per your recent email 02/10/16, we are delighted to present the following approach for a quick planning process to update the Riverside Park Master Plan. Through an efficient workshop process the consultant team will evaluate the current conditions, integrate current planning initiatives, investigate alternative concepts, establish land use priorities, identify associated project construction budgets, and investigate potential permitting process. A preliminary master plan will be developed based on the consensus of the most desirable programmatic elements as a result of the stakeholder and public engagement feedback. The process and efforts will, at a minimum, include evaluating the possibility of incorporating a public amphitheater, rethinking the existing boat ramp, evaluating the onsite parking and the possibility of accommodating visiting river cruise boats.

UNDERSTANDING OF THE PROJECT

The City of Muscatine is in need of an updated master plan for Riverside Park. The timing of this update is ideal as it will dovetail with the upcoming Mississippi River Drive Corridor Study enhancements. Other key considerations for this effort include responding to the goals and objectives of 2013-14 University of Iowa Sustainable Community project considering the BCBS Blue Zones Demonstration recommendations, integrating with the performing arts community and addressing the initiatives developed by Community Improvement Action Team. In short, this project would continue the successful incremental enhancement of Muscatine's downtown riverfront. The master plan update will continue to feature the riverfront as an asset, promote additional recreational activities, support community wellness, and continue to promote Muscatine's downtown as an opportunity for investment. The project planning will examine the area from the railroad floodgates and adjacent small plaza at the western end to the small recreational marina and the eastern end of Riverside Park.

Client's Authorized Representative: GREGG MANDSAGER, CITY ADMINISTRATOR

Address: 215 Sycamore St.
Muscatine, IA 52761

Telephone: Phone: 563.264.1550 "Gregg Mandsager"
Fax: 563.264.0750 email: <gmandsager@muscatineiowa.gov>

Project Manager: Ed Freer

Address: 6808 Odana Rd, Suite 200
Madison, WI 53719

Telephone: 608.620.6194 email: efreer@sehinc.com

PROJECT APPROACH

The Consultant will provide original illustrations and applicable precedent images to help convey the planning concepts. The updated Master Plan will seek to retain current desirable uses, develop a consensus on new programmatic uses, strengthen ties to the downtown, acknowledge new development patterns like the proposed hotel, and build on existing and proposed trail connections. The materials developed will be used in public and stakeholder discussions to resolve the potential location and/or design aesthetic of a riverfront amphitheater, the treatment of the shoreline, river cruise boat dockage, the proposed connections to Mississippi Drive, establish project construction budgets and identify regulatory issues and clarify procedural requirements.

Through the master planning review process and public feedback, priorities will also be validated.

The planning process will engage City Staff and require the formation of a project working committee by the city. The working committee should include as a minimum a representative from the Mayor's Community Improvement Action Team and Blue Zones, City Staff, a Council Representative and a citizen at large. Input from a strategic stakeholder group may include representatives of the regulatory agencies, the downtown business organization, the chamber and tourism, an appropriate youth representative, a representative of the elderly community, arts community and the wellness /health institutions.

SCOPE OF SERVICES - BASIC SERVICES

The Consultant process will be started and grounded by a multi-day workshop which will engage the above mentioned people to rapidly evaluate potential uses and programmatic elements on the riverfront, build a shared understanding of the existing conditions, and freely discuss ideas which will be translated into planning alternatives. It is critical that technical information, programmatic elements and public feedback developed as part of the dialogue on Mississippi Drive corridor project design dialogue be shared and incorporated into this effort.

Task 1A: Kick-Off Meeting - Video Conference- Organizational Meeting

The initial kick-Off meeting will confirm the overall project schedule, identify milestone dates and associated deliverables, develop a draft schedule and identify communication protocols and project contacts.

Meeting participants will include SEH, City staff, and others as identified by the City (hereafter collectively referred to as project working committee).

Task 1B: Site Visit and Workshop - (Stakeholder Input, and Riverfront Program Validation SEH will travel to the site and tour the project area with the Project Working Committee (PWC).

Following the site tour the SEH team will engage in a dialogue with the Project Working Committee to define the program for the Riverfront Park. During a working lunch the selected Stakeholder members have an opportunity to share their perspective on the issues and opportunities for the continued upgrade and development of Riverside Park. That afternoon the team will synthesize the observations and comments shared by all. The team will start developing an opportunities diagram, to summarize the programmatic information received and start looking at developing two programmatic diagrams overlaying programs and assess the site's capacity to accommodate the desirable programmatic elements.

A public meeting can be facilitated that evening to review the overall project goals, identify milestone dates and continue the process of identifying community goals and objectives for the riverfront. SEH will lead this session with support from City Staff.

Task 1C: Morning Debriefing Meeting

Prior to departing the next morning the SEH consulting team will meet with key City Staff and PWC leadership to summarize what was observed ,discussed and diagramed over the past twenty-four hours.

Deliverables:

- Memorandum - Design Program & Stakeholder Feedback
- Meetings - Project Working Committee, Stakeholders and Public

Task 2: Master Plan Alternatives

Based on the feedback results of the kick-off meetings, SEH will create concept alternatives. The alternatives will suggest options for the various programmatic elements including potential uses for seating and gathering spaces, river cruise boat dockage, river's edge treatments, potential art installations, trail connections and parking. SEH will produce two Master Plan alternatives. Graphics produced as part of this task will illustrate ideas in plan-view supported by illustrative hand graphics which may include some of the following [elevation studies, illustrative cross sections and 3D sketches].

Upon completion of the alternatives, SEH will facilitate a video meeting with the Project Working Committee and/key City Staff to discuss the two alternatives. As part of this presentation, SEH will facilitate a prioritizing exercise to gain feedback from the City.

Programmatic priorities and the preferred elements from each of the alternatives will be identified as the final development program for development of the final master plan.

Deliverables:

- (2) Alternative Concepts (including supplemental graphics)
- Prioritization exercise and program summary of elements for Final Master Plan
- Video Meeting- Project Working Committee and key City Staff

Task 3: Draft Riverside Park Master Plan

Based on feedback from review of the alternatives, SEH will generate a draft Riverside Park Master Plan Update. To help establish budgets and support strategic implementation, an Opinion of Probable Construction Cost (OPCC) for all major project components will be generated from this plan. Supplemental graphics including a plan-view rendering, illustrative cross sections and 3D illustrations will also be prepared. The graphics will be compiled into a brief summary document that will describe the major elements and related costs.

Upon completion of the draft plan and associated support materials, SEH will organize a video conference presentation with the project working committee and key City Staff to review and discuss the draft plan.

Deliverables:

- Draft Master Plan
- Master Plan Summary consisting of supplemental graphics and OPCC.
- Video Meeting - Project Working Committee and key City Staff

Task 4: Final Riverside Pans Master Plan

Feedback from review of the draft plan will be used to generate a final Riverside Park Master Plan. An updated Master Plan summary will include revised graphics, updated OPCC, and prioritization table. Once the final modifications are completed SEH will transmit them to City staff for review and confirmation in advance of any upcoming Public Meeting presentations.

Following completion and confirmation of the final documents, SEH and City staff will organize a public meeting to share the final plan. Any revisions resulting from this session will be integrated into the final document prior to transmitting it to the City for formal approvals/ adoption.

Deliverables:

- Final Riverside Park Master Plan
- Updated Summary of supplemental graphics, OPCC and prioritization table.
- Public Meeting - Presentation

ASSUMPTIONS + CLIENT RESPONSIBILITIES

The Client will provide all available data in a timely manner in order to meet the deadline dates. Please send any historic and existing conditions data the City may have regarding the project area or adjacent projects.

1. Current Property Boundaries/Ownership, ROW, Easements
2. Existing Topographic Survey
3. Bathymetric Survey
4. Geotechnical Data
5. Primary Utility Structures
6. Current Planning Projects in the area
7. Policy and Applicable Zoning and Building Codes
8. Schedule and Milestone Dates
9. Reservation of all meeting facilities and necessary furnishings [food and beverages as applicable]
10. Announcements and invitations to all intended parties

SEH is requesting that data be provided in an electronic format where available.

Meetings - Unless otherwise specified and for each task, all meetings will be scheduled to occur on the same day unless otherwise specific within the Scope of Work. All deliverables will be provided to the City in Adobe Acrobat (PDF format for City reproduction + distribution).

PREPARATION OF DIGITAL DATA:

In the event SEH is requested to prepare digital data for transmission to the Owners consultants, contractors or other Owner authorized recipients (Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SEH's services may be represented in the Digital Data, this being in the sole discretion of the consultant.

Accordingly, although SEH will endeavor to represent all materials and elements of SEH's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultant's contractors, or other Owner authorized recipients, in which Digital Data is provided.

Schedule:

Project will begin upon written notice to proceed from Client. SEH proposes to work with the City to develop an appropriate schedule to complete the above described tasks. If any additional services are needed or requested, or if project delays outside of the control of SHE occur. This schedule will need to be adjusted.

Payment:

The City of Muscatine shall compensate SEH for the scope of services outlined above for a fixed fee lump sum of \$40,000, inclusive of all labor and expenses.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

None.

Short Elliott Hendrickson Inc.

CITY OF MUSCATINE, IOWA

By: _____

By: _____

Title: _____

Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-2
to Agreement for Professional Services
Between City of Muscatine (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated 02.19.2016
Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the lump sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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