

Standard Consultant Contract

This **AGREEMENT**, made as of the date of the last party's signature below, is by and **BETWEEN** Dubuque Metropolitan Area Transportation Study (DMATS), the *Owner*,

located at: 7600 Commerce Park
Dubuque, Iowa, 52002
Phone: (563) 556-4166
FAX: (563) 556-0348

and Anderson-Bogert Engineers & Surveyors, Inc., the *Consultant*, located at:

4001 River Ridge Drive NE
Cedar Rapids, IA 52402
Tel: 319-377-4629

For the following Project: Quiet Zone Study for DMATS Area

The *Owner* has decided to proceed with the Project, subject to the concurrence and approval of Dubuque Metropolitan Area Transportation Study (DMATS) policy board.

The *Owner* desires to employ the *Consultant* to identify the intersections, obtain stakeholder input, develop options using Supplemental Safety Measures (SSM) and/or Alternative Safety Measures (ASM). Work will be done in coordination with the Federal Railroad Administration (FRA), the Iowa Department of Transportation (IADOT), the Illinois Department of Transportation (ILDOT), the City of Dubuque, the City of East Dubuque, the City of Peosta, and Dubuque County where applicable, and the railroads that operate in the proposed quiet zone to ensure compliance with federal, state, and local regulations. The study's primary goals are to reduce noise generated by rail traffic and improve the quality of life for the residents who live near the railroads. The Consultant shall lead a process to develop a final product conforming to all FRA standards, guidance, and regulations pertaining to quiet zones. The *Consultant* is willing to perform these services in accordance with the terms of this Agreement.

TABLE OF CONTENTS

Article Number And Description

- 1 Initial Information**
 - 1.1 Project Parameters
 - 1.2 Financial Parameters
 - 1.3 Project Team
 - 1.4 Time Parameters

- 2 Entire Agreement, Required Guidance and Applicable Law**
 - 2.1 Entire Agreement of the Parties
 - 2.2 Required Guidance
 - 2.3 Applicable Law

- 3 Form of Compensation**
 - 3.1 Method of Reimbursement for the Consultant

- 4 Terms and Conditions**
 - 4.1 Ownership of Engineering Documents
 - 4.2 Progress Meetings
 - 4.3 Additional Documents
 - 4.4 Revision of Work Product
 - 4.5 Extra Work
 - 4.6 Extension of Time
 - 4.7 Responsibility for Claims and Liability
 - 4.8 Current and Former Agency Employees
 - 4.9 Suspension of Work
 - 4.10 Termination of Agreement
 - 4.11 Right to Set-off
 - 4.12 Assignment or Transfer
 - 4.13 Access to Records
 - 4.14 Iowa DOT, Illinois DOT and FHWA Participation
 - 4.15 Nondiscrimination Requirements
 - 4.16 Severability
 - 4.17 Mediation Clause

Attachment A - Scope of Services

Attachment A1 - Scope of Services – Anderson Bogert’s proposal dated September 15, 2022

Attachment B - Specifications

Attachment C – Specific Rate of Compensation

Attachment D – Budget

Attachment E - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment F - Certification of Consultant

Attachment G - Certification of **Dubuque Metropolitan Area Transportation Study (DMATS)**

Attachment H – Specific Rate Invoice Instructions

Attachment I – Specific Rate Progressive Invoice and Final Invoice

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective is: to complete a railroad quiet zone along BNSF, CN and CP railroads for the metropolitan area.

1.2 Financial Parameters

1.2.1 Amount of the *Owner's* budget for the *Consultant's* compensation is: \$115,636

1.2.2 Amount of the *Consultant's* budget for the subconsultants' compensation is: N/A

1.3 Project Team

1.3.1 The *Owner's* Designated Representative, identified as the *Contract Administrator* is: Chandra Ravada

The *Contract Administrator* is the authorized representative, acting as liaison officer for the *Owner* for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the *Contract Administrator* and shall be subject to the *Contract Administrator's* approval.

1.3.2 The *Consultant's* Designated Representative for contract related items is Jeff Morrow. Bryan Janssen will be the project manager and will be the contact for all other project related items.

1.4 Time Parameters

1.4.1 Date to Proceed: *Consultant* is to begin work under this Agreement upon receipt of a written notice to proceed from the Owner. The Agreement is expected to be approved on December 8, 2022.

1.4.2 Milestones for completion of the work under this Agreement will follow Scope of Services in Attachment A & A1.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE AND APPLICABLE LAW

2.1 **Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the *Owner* and the *Consultant* and supersedes all prior negotiations, representations or agreements, either written or oral. This

Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.

- 2.2 Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.3 Applicable Law.** Consultant shall perform the work under this Agreement in compliance of applicable law and any relevant local customs and shall take all practicable steps to ensure that any Subconsultants as well as personnel and agents of the Consultant, comply with the applicable law and any relevant local custom.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1 Cost Plus Fixed Fee - Attachment C
- .2 Lump Sum - Attachment C
- .3 Specific Rate of Compensation - Attachment C
- .4 Unit Price - Attachment C
- .5 Fixed Overhead Rate - Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without

written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party.

4.1.4 The **Consultant** agrees to hold all aforesaid materials as confidential and proprietary information owned by **Owner** and shall not copy or otherwise distribute said materials to any other party without the **Owner's** written consent. At the end of the three (3) year terms, the **Consultant** shall offer to deliver, to **Owner**, all of the aforesaid materials

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.1.6 The **Owner** agrees that Consultant and subconsultants may utilize pre-existing and proprietary planning tools and intellectual property in this project, and such items shall not become property of the **Owner**.

4.2 **Progress Meetings.** From time to time as the work progresses, the **Consultant** and **Contract Administrator** will hold regular progress meetings as defined in the Work Plan. In-person meetings may be held in conjunction with Site visit meetings as defined in the Work Plan. These meetings will allow the **Consultant** and the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

4.3 **Additional Documents.** At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, developed consistent with the Work Plan, in such detail as may be required for the purpose of review.

4.4 **Revision of Work Product**

4.4.1 Drafts of work products shall be reviewed by the *Consultant* for quality control and then be submitted to the *Contract Administrator* by the *Consultant* for review and comment. The comments received from the *Contract Administrator* and the reviewing agencies shall be incorporated by the *Consultant* prior to submission of the final work product by the *Consultant*. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the *Contract Administrator* shall be in writing. In the event there are no comments from the *Contract Administrator* or reviewing agencies to be incorporated by the *Consultant* into the final work product, the *Contract Administrator* shall immediately notify the *Consultant*, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

4.4.2 In the event that the work product prepared by the *Consultant* is found to be in error and revision or reworking of the work product is necessary, the *Consultant* agrees that it shall do such revisions without expense to the *Owner*, even though final payment may have been received. The *Consultant* must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the *Owner's* right to seek recovery of damages for negligence on the part of the *Consultant* herein.

4.4.3 Should the *Contract Administrator* find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the *Consultant* shall make such revisions if requested and directed by the *Contract Administrator* in writing. This work will be paid for as provided in Article 4.5.

4.5 Extra Work

If the *Consultant* is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the *Contract Administrator* in writing to that effect. In the event that the *Contract Administrator* determines that such work does constitute "Extra Work", the *Consultant* shall promptly develop a scope and budget for the extra work and submit it to the *Contract Administrator*. The *Owner* will provide extra compensation to the *Consultant* upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the *Consultant's* risk. The *Owner* has the right, at its discretion, to disallow those costs. However, the *Owner* shall have benefit of the service rendered.

4.6 Extension of Time

The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the *Consultant*, but may be extended by the *Contract Administrator* in the event of a delay attributed to the *Owner* or the *Contract Administrator*, or because of unavoidable delays beyond the reasonable control of the *Consultant*.

4.7 Responsibility For Claims And Liability

4.7.1 The *Consultant* agrees to defend, indemnify, and hold the *Owner*, its agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or reasonable attorneys' fees, including any stipulated damages or penalties, which may be suffered by the *Owner* as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the *Consultant* or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

4.7.2 The *Consultant* shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of *Consultant's* insurance for professional liability coverage and all such other insurance required by law will be provided to the *Owner* at the time the contract is executed and upon each insurance coverage renewal.

4.7.3 The *Consultant* agrees to require all its subcontractors and subconsultants to carry general liability insurance and all such other insurance required by law, in the amounts and otherwise on the terms required by law and as the *Consultant* may deem necessary.

4.8 Current and Former Agency Employees

The *Consultant* shall not engage the services of any current employee of the *Owner* or the Iowa and Illinois DOT unless it obtains the approval of the *Owner* or the Iowa DOT and Illinois DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The *Consultant* shall not engage the services of a former employee of the *Owner* or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the *Consultant* shall not engage the services of a current or former FRA employee without prior written consent of the FRA, and the relationship meets the same requirements for State and local agency employees set forth in the above- referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.9 Suspension of Work under this Agreement

4.9.1 The right is reserved by the *Owner* to suspend the work being performed pursuant to this Agreement at any time. The *Contract Administrator* may affect such suspension by giving the *Consultant* 30 days written notice, and it will be effective as of the date established in the suspension notice. Payment for the *Consultant's* services; including non-cancellable commitments, will be made by the *Owner*, as mutually agreed upon by Consultant and Owner, to the date of such suspension, in accordance with the applicable

provisions in Article 4.9.2 or Article 4.9.3 below.

4.9.2 Should the *Owner* wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the *Consultant*.

4.9.3 In the event the Owner suspends the work being performed pursuant to this Agreement the Consultant with approval from the Contract Administrator, has the option, after 180 days to terminate the contract. The Consultant may effectuate the termination by providing the Contract Administrator with a written statement of termination. The termination shall become effective on the date that the Contract Administrator provides written approval to the Consultant proposed termination.

4.10 Termination of Agreement

4.10.1 The right is reserved by the *Owner* to terminate this Agreement at any time and for any reason upon not less than thirty (30) days' written notice to the *Consultant*.

4.10.2 In the event the Agreement is terminated by the *Owner* without fault on the part of the *Consultant*, the *Consultant* shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed, and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the *Contract Administrator* and to the *Consultant*. The *Consultant* shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the *Contract Administrator* in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

4.10.3 In the event the Agreement is terminated by the *Owner* for fault on the part of the *Consultant*, the *Consultant* shall be paid only for work satisfactorily performed and delivered to the *Contract Administrator* up to the date established by the termination notice. After audit of the *Consultant's* actual costs to the date established by the *Contract Administrator* in the termination notice and after determination by the *Contract Administrator* of the amount of work satisfactorily performed, the *Contract Administrator* shall determine the amount to be paid to the *Consultant*.

4.10.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that planning can be completed without further revisions in that work, or if the *Consultant* is released prior to such time by written notice from the *Contract Administrator*.

4.11 Right to Set-off

In the event that the *Consultant* owes the *Owner* any sum under the terms of this Contract, the *Owner* may set off the sum owed to the *Owner* against any sum owed by the *Owner* to the *Consultant* under any other contract or matter in the *Owner's* sole discretion, unless otherwise required by law. The *Consultant* agrees that this provision constitutes proper and timely notice of the *Owner's* intent to utilize any right of set-off.

4.12 Assignment or Transfer

The *Consultant* is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the *Contract Administrator* and concurrence is received from the DMATS Policy board, if applicable.

4.13 Access to Records

The *Consultant* is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final audit under the Agreement, for inspection and audit by the *Owner*, Iowa Dot, Illinois DOT, Federal Highway Administration, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

4.14 Iowa DOT, Illinois DOT and FHWA Participation. The work under this Agreement is contingent upon and subject to the approval of DMATS Policy board, when applicable. The Iowa DOT, Illinois DOT and FHWA shall have the right to participate in the conferences between the *Consultant* and the *Owner*, and to participate in the review or examination of the work in progress as well as any final deliverable.

4.15 Nondiscrimination Requirements.

4.15.1 During the performance of this Agreement, the *Consultant* agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21. The *Consultant* will not discriminate on the grounds of race, religion, age, physical disability, color, sex, sexual orientation, or national origin in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

4.15.2 In all solicitations, either by competitive bidding or negotiation made by the *Consultant* for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the *Consultant* of the *Consultant's* obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, color, sex, sexual orientation, or national origin.

4.15.3 In the event of the *Consultant's* noncompliance with the nondiscrimination provisions of this Agreement, the *Owner* shall impose such contract sanctions as it, the DMATS Policy Board may determine to be appropriate, including, but not limited to withholding of payments to the *Consultant* under the Agreement until the *Consultant* complies, or the Agreement is otherwise suspended or terminated.

4.16 Severability

If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

4.17 Mediation Clause

Any controversy or claim arising out of or relating to the contract, or the breach of contract, the parties hereto shall attempt through a good faith effort to settle the dispute by mediation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

**ANDERSON-BOGERT
ENGINEERS & SURVEYORS, INC.**

By: _____
Jeff Morrow, PE, Principal

Date: _____

Attest

By: _____

Date: _____

Dubuque Metropolitan Area Transportation Study

By: _____
Brad Cavanagh, Chairperson

Date: _____

Attest

By: _____

Date: _____

ATTACHMENT A

Scope of Services

Location and Understanding of Project

The Dubuque Metropolitan Area Transportation Study (DMATS) desires to implement a railroad quiet zone(s) along CN, CP, and BNSF railroads for crossings through the City of Dubuque, City of Peosta, Dubuque County, and East Dubuque. The study includes a total of 21 crossings. The following crossings are included in the study:

City of Dubuque

1. Mines of Spain Road
2. Jones Street
3. E. 5th Street
4. E. 7th Street
5. E. 9th Street
6. E. 11th Street
7. E. 12th Street
8. E. 14th Street
9. E. 15th Street
10. E. 16th Street
11. Hawthorne Street
12. Lincoln Avenue

City of Peosta

1. Sundown Road
2. Cox Springs Road

Dubuque County

1. Massey Marina Lane
2. Riverside Road
3. Golf Lake Road

East Dubuque

1. Sinsinawa Avenue (2 crossings within 130 ft of each other, treat as 1 crossing)
2. 2nd Street
3. 4th Street
4. 6th Street

Scope of Services

The full detailed scope of services is included in the attached Request for Proposal and is further described in Anderson Bogert's Proposal dated September 15, 2022 (also attached).

Five of the 21 crossings were not included in the attached Request for Proposal or Anderson Bogert Proposal. Subsequent to the Consultant selection, DMATS has requested adding the following crossings to the study:

1. Cox Springs Road (Peosta)
2. Sinsinawa Avenue (East Dubuque)
3. 2nd Street (East Dubuque)
4. 4th Street (East Dubuque)
5. 6th Street (East Dubuque)

Due to the study being expanded into East Dubuque, Illinois, additional coordination will need to be completed with the Illinois Department of Transportation, BNSF Railroad, and a different region FRA representative (Illinois is in a separate FRA region from Iowa). One additional day of diagnostic field review is included in order to accommodate the different representatives. It is now assumed the field review meetings will likely take 3 days to complete.

Public Involvement

Public involvement will primarily focus on communicating improvements and receiving feedback from impacted stakeholders near the crossings but will also include informative region-based communications for the general public. The scope will generally include:

- Press Release- Includes a letter describing what a quiet zone is and graphic illustrating the location and extent of crossings and quiet zone.
 - Published on City and County websites
 - Mailed or emailed to every stakeholder adjacent to the 21 crossings within the Quiet Zone.
 - Any feedback received will be shared with the DMATS team and a follow up email will be sent to the stakeholder list answering questions and/or considering the comments during the conceptual design.
- Communicating proposed improvements to impacted stakeholders. Approximately 12 intersections have been identified that are more likely to include improvements that impact adjacent properties/businesses.
 - Intersection/property impact drawings will be prepared for the select intersections. These will be emailed or mailed to the select group of stakeholders with the intent of eliciting feedback. Receiving this feedback will be very important to rule out any options that aren't feasible due to negative impacts to the adjacent properties/businesses. Follow-up emails and updated intersection/property impact drawings with alternate solutions will be sent to concerned stakeholders explaining how comments/concerns were addressed or why a request could not be fulfilled.

Scope Assumptions

Number of Quiet Zones and Notice of Intent

Until completing the diagnostic review meetings, it is unknown how many quiet zones will be required or allowed. Federal requirements specify the minimum length of a New Quiet Zone shall be ½ mile along the length of a railroad ROW. New Quiet Zones along the same rail line within a single political jurisdiction shall be separated by at least one public highway-rail grade crossing unless being added onto an existing quiet zone. The City of Dubuque desires to implement a New Quiet Zone as soon as possible where practical and where their budget allows. However, many of the downtown crossings are within ½ mile of each other. Even if the City of Dubuque chose to focus on one crossing, the Quiet Zone may need to encompass multiple crossings if they're within the minimum ½ mile length. It may be advantageous for multiple smaller Quiet Zones to be created and later expanded as budget allows. Results from the diagnostic review meetings, political jurisdictions, and distance between crossings may factor into the decision on how many Quiet Zones need to be created. This scope assumes 3 separate Quiet Zones will be created:

1. Canadian National Railroad (focused on 2 crossings in Peosta)
2. Canadian Pacific Railroad (Massey to Mud Lake)
3. Burlington Northern Santa Fe Railroad (East Dubuque)

If it is determined later in the study that more than 3 Quiet Zones are desired, a contract amendment may be necessary to reevaluate the scope and fee. At a minimum, a separate Notice of Intent would need to be filed for each separate Quiet Zone.

Supplemental Safety Measures or Alternative Safety Measures?

The scope and fee are based on the assumption that supplemental safety measures would be recommended in the study as acceptable safety improvements. The process for requesting acceptance for alternative safety measures is much lengthier and more complicated, often requiring a separate engineering study to be completed demonstrating the safety effectiveness of the proposed improvements. Alternative safety measures are outside the scope and fee of this contract, but can be added by amendment if it is desired in the future.

Client Responsibilities

The following items shall be the responsibility of the client:

- Access to the site.
- Signatures on permit applications.
- Any fees required for obtaining permits and approvals.
- Any publication fees.
- Traffic counts

Schedule

The schedule included in the attached Anderson Bogert Proposal is no longer relevant due to the approval of the agreement occurring at a later date. The revised schedule is included below. Note that the schedule is highly dependent on the availability of railroad and FRA representatives to meet as well as receiving feedback in a timely manner. The Consultant shall revise the schedule throughout the project if and when deemed necessary due to factors out of the Consultant's control.

Task	Dates
Approval of Contract at Board Meeting	12/8/2022
Contract Notice to Proceed	12/12/2022
Review and Coordination	12/13/2022-5/5/2023
Data Gathering-Project Kickoff Meeting	12/19/2022
Data Gathering-Existing Conditions	12/19/2022-1/6/2023
Crossing Concept Development	1/9/2023-1/30/2023
Diagnostic Review Meetings	2/13/2023-2/17/2023
Train Horn Risk Analysis	2/20/2023-3/6/2023
Train Horn Mitigation Study and Memo	3/7/2023-3/21/2023
Notice of Intent(s) and 60-Day Comment Period(s)	3/27/2023-5/5/2023

ATTACHMENT A 1

Scope of Services

Anderson Bogert's Proposal dated September 15, 2022

ATTACHMENT B

Specifications

1. Development of Specifications

Specifications for work and deliverables shall be in accordance with the terms of this Agreement and its Attachments, unless and to the extent expressly modified by a Contract Change Form, Supplemental Agreement, or Project Work Order.

2. Standard of Care

2.1 The **Consultant** represents that:

1. It is engaged in providing, either on its own or through subconsultants, comprehensive Quiet Zone Study for the Dubuque Metropolitan Area Transportation (DMATS) region relating to all phases of work described in Attachment “A & A1”, and
2. The **Consultant**, its agents, and subconsultants who perform all, or any portion of the work are fully experienced, qualified, and have expertise in providing the services described in Attachment “A & A1”.
3. The **Consultant** specifically represents that the services shall be performed as quickly as reasonably possible and in a good, safe, and workmanlike manner.
4. The services shall be diligently and continuously performed in order that said services are completed within the time constraints specified in Attachment “A & A1” or as modified by an authorized time extension.

3. Reports, Documents, and Other Deliverables

3.1 The **Consultant** shall be responsible for providing accurate, factual, and substantive information when submitting reports, documents, and other deliverables to the **Owner**. The **Owner** will make necessary notifications to regulatory agencies, public entities, and private property owners except for situations specifically described in this Agreement, provided for in the Scope of Services, or when site emergency conditions warrant.

3.2 The **Consultant** will be providing reports, documents and other deliverables as defined in the Scope of Services. The deliverables shall be provided in an electronic format consistent with the protocols for the **Owner’s** Electronic Records Management System (ERMS), which **Owner** shall provide said protocols to **Consultant**.

3.3 Other reports that may be submitted include, but are not limited to, forms and reports specifically required by the regulatory agency which has jurisdiction over the work or work site(s). All documents prepared for regulatory agencies shall comply with applicable regulations, policies, and directives of that agency.

4. Progress Reports

The **Consultant** shall provide the **Owner** progress reports as described in the Scope of Services. If the Scope of Services does not specifically identify a progress reporting procedure, the following shall apply:

4.1 Monthly Report

The monthly report is a written report, submitted by the **Consultant** to the **Owner** on a monthly basis, that highlights the past month's activities, activities anticipated during the future month, and changes in personnel associated with the work.

5. Project Time Schedule

The Project Time Schedule is a chronological list of activities presenting the period of time anticipated to complete the work described in the Scope of Services. It begins on the date when a Notice to Proceed is issued and ends on a projected future date. The actual project ends on whichever of the following occurs last:

1. A notice of suspension or termination takes effect, or
2. The work is "satisfactorily completed and accepted" in accordance with applicable regulatory requirements and as defined by this Agreement, as amended by Supplemental Agreement and/or Extra Work Order(s).

6. Miscellaneous Provisions

The following miscellaneous provisions shall apply to the work to be performed and the services to be furnished under this Agreement:

7. The **Owner** will furnish copies of relevant project information in the possession of the **Owner** when so requested by the **Consultant**.

**ATTACHMENT C (referenced from 3.1)
Fees**

3.1.1 FEES AND PAYMENTS

- 3.1.1.1 Fees.** For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the *Consultant* shall be paid fees not to exceed the maximum amount payable under this Agreement of \$115,636.

The maximum amount payable will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the maximum amount payable will be by Supplemental Agreement.

The current schedule of billing rates are set forth in Attachment D. The *Consultant* may submit for approval a revised rate schedule once during the contract period. This revision may include a revised overhead rate and revised direct labor rates. The revised rate schedule should be submitted to the *Contract Administrator* for approval and by the *Contract Administrator's* written approval it shall become a part of this Agreement.

- 3.1.1.2 Reimbursable Costs.** The *Consultant* shall be reimbursed for direct non-salary costs which are directly attributable and properly allocable to the work. The *Consultant* will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in the overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges, and materials and supplies.

Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

- 3.1.1.3 Premium Overtime Pay.** Not applicable.

- 3.1.1.4 Payments.** Monthly payments for work completed shall be based on the services completed at the time of the billing and substantiated by monthly progress reports in a form that follows the specific rate schedule. The *Contract Administrator* will check such progress reports and payment will be made for the hours completed at each rate and for direct non-salary costs incurred during said month.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the *Contract Administrator*.

Upon completion, delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

ATTACHMENT D

Project Budget by Task and Total Cost

Fee Proposal & Rates for Professional Services

FEE

Total Fee as listed in the attached proposal (17 crossings).....	\$71,980
5 Additional Crossings (\$4,500 each).....	\$22,500
Additional Diagnostic Review, Notice of Intent, Meetings/Coordination with Illinois DOT, BNSF, and FRA	\$9,010
Public Involvement	\$12,146
Total Not to Exceed Amount	\$115,636

The Client will be invoiced for the hours charged per employee classification shown on the attached “Rates for Professional Services” with a Total Not to Exceed Amount as shown.

These costs do not include:

- Fees required for obtaining permits and approvals
- Publication fees
- Design plans
- Topographic survey
- Alternative safety measures

Rates for Professional Services

The below rates are fully-burdened; this includes typical overhead expenses such as paper copies, mileage, etc.

Engineer I	\$99.00
Engineer II	\$117.00
Engineer III	\$135.00
Engineer IV	\$160.00
Engineer V	\$176.00
Engineer VI	\$200.00
Engineer VII	\$225.00
Engineer VIII	\$246.00
Engineer IX	\$268.00
Engineer X	\$280.00
Surveyor I	\$85.00
Surveyor II	\$116.00
Surveyor III	\$136.00
Surveyor IV	\$174.00
Surveyor V	\$181.00
Survey Field Work (1-man, truck & equipment)	\$180.00
Survey Field Work (2nd man)	\$60.00
Engineer Technician I	\$65.00
Engineer Technician II.....	\$100.00
Engineer Technician III	\$125.00
Engineer Technician IV	\$150.00
Engineer Technician V	\$160.00
Construction Observation I	\$95.00
Construction Observation II	\$120.00
Utilities Specialist I	\$125.00
Document Specialist I	\$65.00
Document Specialist II	\$75.00
Document Specialist III	\$85.00
Document Specialist IV	\$95.00
Public Involvement Specialist I	\$102.00
Public Involvement Specialist II	\$120.00

Rates subject to change.

The above rates apply to regular hour projects.

Projects on an accelerated schedule, which requires overtime, will be negotiated on an individual basis.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa

Linn County

I, Jeffrey Morrow of the Anderson-Bogert Engineers & Surveyors, Inc.

Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.

(Signature)

Subscribed and sworn to this _____ day of _____, 2022.

ATTACHMENT F

CERTIFICATION OF CONSULTANT

I hereby certify that I am the President and duly authorized representative of the firm of Anderson-Bogert Engineers and Surveyors, Inc., whose address is 4001 River Ridge Drive NE Cedar Rapids, IA 52402, and that neither the above firm nor I has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above *Consultant*) to solicit or secure this contract,

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above *Consultant*) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation, Illinois Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

Signature

ATTACHMENT G

**CERTIFICATION OF DUBUQUE METROPOLITAN AREA TRANSPORTATION STUDY
(DMATS)**

I hereby certify that I am the Executive Director of DMATS, and that the above consulting firm or his representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

ATTACHMENT H

Specific Rate of Compensation Invoice Instructions

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc....) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc....) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Subconsultant: Final invoice requirements for subconsultants with specific rate contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.

ATTACHMENT I
Page 1

Consultant Name
 Consultant Address
 Consultant Address

Specific Rate Progressive Invoice

Invoice No.	Date
Invoice Period Covered	Client Project No.
Consultant Job. No.	County
	Client Project Description
	Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	----------------------	-----------------------	-------------------

Labor Dollars
 Direct Expenses
 Mileage
 Per Diem
 CADD
 Estimated Actual Costs
 [Prime Only] (See Note 1)

Subconsultants
 (including authorized contingency)
 Name
 Name
 Name

Total
 Authorized Contingency
 Total Authorized Amount
 Total Billed To Date
 Remaining Authorized Balance
 Unauthorized Contingency
 Prime
 Subconsultant Name
 Subconsultant Name

Labor Hours

Note 1: Do not include Subconsultant Expenses. Include Labor Dollars and Direct Expenses for Prime Consultant only.

ATTACHMENT I
Page 2

Consultant Name
 Consultant Address
 Consultant Address

Specific Rate Final Invoice

Invoice No.	Date
Invoice Period Covered	Client Project No.
Consultant Job. No.	County
	Client Project Description
	Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	----------------------	-----------------------	-------------------

Labor Dollars (2022)
 Labor Dollars (2023)
 Direct Expenses
 Mileage
 Per Diem
 CADD
 Estimated Actual Costs
 [Prime Only] (See Note 1)

Subconsultants
 (including authorized contingency)
 Name
 Name
 Name

Total
 Authorized Contingency
 Total Authorized Amount
 Total Billed To Date
 Remaining Authorized Balance

Unauthorized Contingency
 Prime
 Subconsultant Name
 Subconsultant Name

Labor Hours (2022)
 Labor Hours (2023)

Note 1: Do not include Subconsultant Expenses. Include Labor Dollars and Direct Expenses for Prime Consultant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Leslie Babcock PHONE (A/C No. Ext): 800-527-9049 E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Anderson-Bogert, Engineers & Surveyors, Inc. 4001 River Ridge Drive NE Cedar Rapids, IA 52402		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO	NAIC # 37885
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 67207760

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims-Made Policy)			DPR9995620	07/06/22	07/06/23	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Quiet Zone Study for DMATS Area
 Project Number: AB# 222053
 Project Location: Dubuque, IA - Dubuque County
 A 30 Day Notice of Cancellation in favor of the Certificate Holder applies per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

Dubuque Metropolitan Area Transportation Study 7600 Commerce Park Dubuque, IA 52002 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MTrotterCR
67207760



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TrueNorth 500 1st St SE Cedar Rapids IA 52401	CONTACT NAME: RM Home Office PHONE (A/C, No, Ext): 319-366-2723 E-MAIL ADDRESS: certs@truenorthcompanies.com	FAX (A/C, No): 877-810-6374	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Anderson Bogert Engineers & Surveyors Inc 4001 River Ridge Dr NE Cedar Rapids IA 52402	INSURER A : United Fire & Casualty Company		13021
	INSURER B : Chubb Insurance Company of New Jersey		41386
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER: 440249519

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60465262	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60465262	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60465262	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	60465262	8/1/2022	8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Drone Liability			TBD	9/26/2022	9/26/2023	\$1,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If Yes(Y) is indicated above: for additional insured forms General Liability #CG7103 02/15 and Auto Liability #CA7109 01/17 applies. If Yes (Y) is indicated above for waiver of subrogation forms General Liability #CG7103 02/15, Auto Liability #CA7109 -1/17 and WC #WC000313 04/84 applies. Umbrella is follow form. Coverage is extended for work performed and required under written contract with the above named insured.

Project AB #222053
 Quiet Zone Study for DMATS Area, Dubuque, IA

CERTIFICATE HOLDER**CANCELLATION**

Dubuque Metropolitan Area Transportation Study 7600 Commerce Park Dubuque IA 52002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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