



NOTICE OF PUBLIC MEETING

The Adel City Council will meet in regular session at the Adel City Hall, 301 S. 10th St., Adel, Iowa, Tuesday, October 9, 2018, at 6:00 PM

AGENDA

PUBLIC HEARING

1. Public Hearing Regarding the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the 2018 Adel Street Resurfacing Project

COMMENTS FROM THE PUBLIC

CONSENT AGENDA

- a) Consider Approval of City Council Minutes Dated September 24, 2018
- b) Consider Approval of September Bills and September 30, 2018, Treasurer's Report
- c) Consider Approval of Ahlers & Cooney, P.C. Invoice Dated 9/26/2018 to be Applied to Retainer

DEPARTMENT HEAD REPORT

Future Council Meetings in 2018: October 22, November 13, November 27, and December 11
2018 Adel Family Aquatic Center Year-End Report – Parks & Recreation Director Nick Schenck

NEW BUSINESS

- a) Consider Approval of Budget Committee and Economic Development Commission Recommendations to Move Forward with Developing Legal Proceedings and Development Agreement for Robert Cramer's TIF Incentives Proposal for Southbridge PUD
- b) Consider Approval of Street Committee Recommendation to Send Letter to Dallas County Indicating that the City has No Current Plans to Use or Repair the Old Wagon Wheel Bridge
- c) Consider Approval of Resolution No. 18-65, Adopting Plans, Specifications, Form of Contract, and Estimate of Cost for the 2018 Adel Street Resurfacing
- d) Consider Approval of Resolution No. 18-66, Making Awards of Construction Contract for the 2018 Adel Street Resurfacing
- e) Items related to \$16,603,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C and Related Water Projects (USDA #3 – Water)
 - a. Consider Approval of Engineering Services Contract with McClure for Water Phase 1 Projects
 - b. Consider Approval of Engineering Services Contract with McClure for Water Phase 2 Projects
 - c. Consider Approval of Resolution No. 18-67, Directing Sale and Delivery
 - d. Consider Approval of Tax Exemption Certificate
 - e. Consider Approval of Resolution No. 18-68, Authorizing the Issuance of a Water Revenue Capital Loan Notes Anticipation Project Note
 - f. Consider Approval of Resolution No. 18-71, Ordering Construction of the Bryan & Rapids Street Water Main Replacement, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
 - g. Consider Approval of Resolution No. 18-72, Ordering Construction of the Phase 1 – Part B Section 1 (Raw Water Transmission Main), and Fixing a Date for Hearing Thereon and Taking of Bids Therefor

- h. Consider Approval of Resolution No. 18-73, Ordering Construction of the Phase 1 – Part B Sections 2 & 3 (Wells 5 & 6 Drilling & Site Work), and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
- f) Items related to \$6,041,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D and Related Sewer Projects (USDA #4 – Sewer)
 - a. Consider Approval of Engineering Services Contract with McClure for East Annex Sewer Project
 - b. Consider Approval of Resolution No. 18-69, Directing Sale and Delivery
 - c. Consider Approval of Tax Exemption Certificate
 - d. Consider Approval of Resolution No. 18-70, Authorizing the Issuance of a Sewer Revenue Capital Loan Notes Anticipation Project Note
 - e. Consider Approval of Resolution No. 18-74, Ordering Construction of the Bid Package No. 1 – Lift Station, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
 - f. Consider Approval of Resolution No. 18-75, Ordering Construction of the Bid Package No. 2 – Sanitary Sewer and Force Main, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor
- g) Consider Approval of Change Order No. 1 for the Adel Emergency Water Connection
- h) Consider Approval of Pay Estimate No. 1 for the Adel Emergency Water Connection
- i) Consider Approval of Resolution No. 18-76, Approving Budget Transfers for City Attorney Services
- j) Annual Review of City Administrator – Possible Closed Session. The Council May Enter into Closed Session in Accord with Section 21.5(1)(i) of the Iowa Code, *To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.*

OTHER BUSINESS

10/5/2018 2:46:09 PM



NOTICE OF PUBLIC MEETING

The Adel City Council will meet in regular session at the Adel City Hall, 301 S. 10th St., Adel, Iowa, Tuesday, October 9, 2018, at 6:00 PM

AGENDA

PUBLIC HEARING

1. Public Hearing Regarding the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the 2018 Adel Street Resurfacing Project

This public hearing was set last month. As of Friday, October 5, no written or oral comments have been received.

COMMENTS FROM THE PUBLIC

CONSENT AGENDA

- a) Consider Approval of City Council Minutes Dated September 24, 2018
- b) Consider Approval of September Bills and September 30, 2018, Treasurer's Report
- c) Consider Approval of Ahlers & Cooney, P.C. Invoice Dated 9/26/2018 to be Applied to Retainer

DEPARTMENT HEAD REPORT

Future Council Meetings in 2018: October 22, November 13, November 27, and December 11

Due to the upcoming water and sewer projects, City staff has been coordinating with Mayor Peters, McClure Engineering, and Ahlers & Cooney regarding the remaining council meetings in 2018. The following dates will be used: Monday, October 22; Tuesday, November 13; Tuesday, November 27; and Tuesday, December 11. All meetings will begin at 6:00 p.m. in the council chambers unless otherwise noted. Please note that the council reserves the right to call a special meeting if necessary with proper notice.

2018 Adel Family Aquatic Center Year-End Report – Parks & Recreation Director Nick Schenck

NEW BUSINESS

- a) Consider Approval of Budget Committee and Economic Development Commission Recommendations to Move Forward with Developing Legal Proceedings and Development Agreement for Robert Cramer's TIF Incentives Proposal for Southbridge PUD

This item considers the next steps regarding Robert Cramer's proposed TIF incentives for his Southbridge PUD, which is located just south of 302nd Place and just east of HWY 169. Cramer is expected to be on hand to answer questions. The City's Budget Committee and Economic Development Commission recently met and separately recommended that the council consider moving forward with the proposal. The proposal has also been reviewed by PFM, Ahlers & Cooney, and City staff. The proposal would accelerate a variety of commercial development in this area and improve several roads. Moreover, most of the risk, if not all, is on the developer. That is, the 75% rebate over 15 years (capped at approximately \$5 million) will not be provided if development does not occur and generate tax revenue. If approved, the proposal would be forwarded to Ahlers & Cooney. Formal legal proceedings, including a public hearing, would be prepared for council meetings in the coming months. City staff is recommending approval.

- b) Consider Approval of Street Committee Recommendation to Send Letter to Dallas County Indicating that the City has No Current Plans to Use or Repair the Old Wagon Wheel Bridge

This item considers the Street Committee's recommendation to inform the County that the City has no current or future plans to use or repair the Old Wagon Wheel Bridge. County resident Doug Nichols has requested this letter in his attempt to obtain a portion of 288th Trail near the bridge on the County side of the river. As the committee noted, the City does not have jurisdiction on whether the County decides to vacate part of 288th Trail to Nichols. Nichols noted that, if the bridge needed repair in the future, he would allow access to it from both sides if he obtains part of 288th Trail.

- c) Consider Approval of Resolution No. 18-65, Adopting Plans, Specifications, Form of Contract, and Estimate of Cost for the 2018 Adel Street Resurfacing

This resolution, which was prepared by City Attorney Kristine Stone, adopts the plans, specs., form of contract, and estimate of cost for the 2018 Adel Street Resurfacing project. City staff is recommending approval.

- d) Consider Approval of Resolution No. 18-66, Making Awards of Construction Contract for the 2018 Adel Street Resurfacing

This resolution, which was prepared by City Attorney Kristine Stone, awards the construction contract for the 2018 Adel Street Resurfacing project. The bid opening is scheduled to occur on Monday, October 8. McClure will provide a bid tabulation ahead of the meeting. City staff is recommending approval based on Stone's and McClure's recommendation.

- e) Items related to \$16,603,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C and Related Water Projects (USDA #3 – Water)

The following items are related to the City's approximately \$19 million water projects, which will occur over the next few years. These projects include a new water treatment plant, two new wells, a new raw water transmission main, water main replacements on Rapids & Bryan, and other system improvements. These projects are being financed through USDA-RD, which provided \$2.302 million in grant funds (i.e., not a part of the loan). The "CWI" surcharge will be used for this loan.

- a. Consider Approval of Engineering Services Contract with McClure for Water Phase 1 Projects

This item considers a comprehensive contract with McClure Engineering for the upcoming phase 1 water projects. While the City has had a contract with McClure for the initial engineering work, this specially formatted contract, which goes through construction, is required by USDA-RD. The costs will be funded through the USDA-RD loan.

- b. Consider Approval of Engineering Services Contract with McClure for Water Phase 2 Projects

This item considers a comprehensive contract with McClure Engineering for the upcoming phase 2 water projects. These projects include the new water treatment plant, a high service pumping station, a new ground storage reservoir, and a new high pressure zone feeder main. USDA-RD requires this specially formatted contract. The costs will be funded through the USDA-RD loan.

- c. Consider Approval of Resolution No. 18-67, Directing Sale and Delivery

This resolution, which was prepared by Ahlers & Cooney, is a part of the loan process for the upcoming water projects. City staff is recommending approval.

d. Consider Approval of Tax Exemption Certificate

This item, which was prepared by Ahlers & Cooney, authorizes the tax exemption certificate for the upcoming water projects. City staff is recommending approval.

e. Consider Approval of Resolution No. 18-68, Authorizing the Issuance of a Water Revenue Capital Loan Notes Anticipation Project Note

This resolution, which was prepared by Ahlers & Cooney, is a part of the loan process for the upcoming water projects. City staff is recommending approval.

f. Consider Approval of Resolution No. 18-71, Ordering Construction of the Bryan & Rapids Street Water Main Replacement, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor

This resolution, which was prepared by Ahlers & Cooney, is for the water main replacement projects on Bryan & Rapids Streets. The resolution orders construction, bids, and fixes a date for a public hearing. City staff is recommending approval.

g. Consider Approval of Resolution No. 18-72, Ordering Construction of the Phase 1 – Part B Section 1 (Raw Water Transmission Main), and Fixing a Date for Hearing Thereon and Taking of Bids Therefor

This resolution, which was prepared by Ahlers & Cooney, is for the raw water transmission main project. The resolution orders construction, bids, and fixes a date for a public hearing. City staff is recommending approval.

h. Consider Approval of Resolution No. 18-73, Ordering Construction of the Phase 1 – Part B Sections 2 & 3 (Wells 5 & 6 Drilling & Site Work), and Fixing a Date for Hearing Thereon and Taking of Bids Therefor

This resolution, which was prepared by Ahlers & Cooney, is for the two new wells project. The resolution orders construction, bids, and fixes a date for a public hearing. City staff is recommending approval.

f) Items related to \$6,041,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D and Related Sewer Projects (USDA #4 – Sewer)

The following items are related to the City's approximately \$7 million East Annex Sewer Extension project, which will occur over the next year. This project will extend the City's sanitary sewer system east toward the County's new Public Safety Facility and Law Enforcement Center. The line will open up approximately 1,700 acres for development. This project is being financed through USDA-RD. The "CSI" surcharge, connection fees in this area, and approximately \$959,000 from the County will be used for this loan.

a. Consider Approval of Engineering Services Contract with McClure for East Annex Sewer Project

This item considers a comprehensive contract with McClure Engineering for the upcoming East Annex Sewer Extension project. While the City has had a contract with McClure for the initial engineering work, this specially formatted contract, which goes through construction, is required by USDA-RD. The costs will be funded through the USDA-RD loan.

b. Consider Approval of Resolution No. 18-69, Directing Sale and Delivery

This resolution, which was prepared by Ahlers & Cooney, is a part of the loan process for the upcoming East Annex Sewer Extension project. City staff is recommending approval.

c. Consider Approval of Tax Exemption Certificate

This item, which was prepared by Ahlers & Cooney, authorizes the tax exemption certificate for the upcoming East Annex Sewer Extension project. City staff is recommending approval.

d. Consider Approval of Resolution No. 18-70, Authorizing the Issuance of a Sewer Revenue Capital Loan Notes Anticipation Project Note

This resolution, which was prepared by Ahlers & Cooney, is a part of the loan process for the upcoming East Annex Sewer Extension project. City staff is recommending approval.

e. Consider Approval of Resolution No. 18-74, Ordering Construction of the Bid Package No. 1 – Lift Station, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor

This resolution, which was prepared by Ahlers & Cooney, is for lift station portion of the East Annex Sewer Extension project. The resolution orders construction, bids, and fixes a date for a public hearing. City staff is recommending approval.

f. Consider Approval of Resolution No. 18-75, Ordering Construction of the Bid Package No. 2 – Sanitary Sewer and Force Main, and Fixing a Date for Hearing Thereon and Taking of Bids Therefor

This resolution, which was prepared by Ahlers & Cooney, is for the sanitary sewer and force main portions of the East Annex Sewer Extension project. The resolution orders construction, bids, and fixes a date for a public hearing. City staff is recommending approval.

g) Consider Approval of Change Order No. 1 for the Adel Emergency Water Connection

This item approves a change order for the Emergency Water Connection with Xenia Rural Water. The change order incorporates a required check valve, some additional pipe work, and a reconfiguration of some piping. McClure Engineering has reviewed the change order. City staff is recommending approval.

h) Consider Approval of Pay Estimate No. 1 for the Adel Emergency Water Connection

This item approves the first pay estimate for the Emergency Water Connection with Xenia Rural Water. The pay estimate reflects the proposed change order from the previous item. McClure Engineering has reviewed the pay estimate. City staff is recommending approval.

i) Consider Approval of Resolution No. 18-76, Approving Budget Transfers for City Attorney Services

This resolution will make transfers for the City Attorney invoice. After discussion with the auditors, City staff expects this a version of this resolution to be necessary every month. City staff is recommending approval.

j) Annual Review of City Administrator – Possible Closed Session. The Council May Enter into Closed Session in Accord with Section 21.5(1)(i) of the Iowa Code, *To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.*

OTHER BUSINESS

10/5/2018 2:47:10 PM

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

**2018 ADEL STREET RESURFACING
ADEL, IOWA
MEC PROJECT NO. ADL 20618034**

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvements

A hearing on the proposed Plans, Specifications, Form of Contract and Estimate of Cost for the construction of said improvements hereinafter described in accordance with the provisions of Chapter 384, Code of Iowa, will be held at **6:00 PM on the 9th day of October, 2018** at City Hall, 301 S. 10th Street, Adel, Iowa. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Cost for the project.

Time and Place for Filing Sealed Proposals

Sealed bids for furnishing all labor, materials and equipment and performing all work necessary for the 2018 Adel Street Resurfacing Project, must be submitted before **10:00 AM on the 8th day of October 2018** to the City Clerk, 301 S. 10th Street, Adel, Iowa 50003. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

All bids must be filed at City Hall on or before the time herein set. All bids shall be made on forms furnished by the City and obtained from McClure Engineering Company, 1360 NW 121st Street, Clive, IA 50325, 515-993-4525 and must be enclosed in a separate sealed envelope and plainly identified.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed bids will be opened by the City Clerk and bids tabulated at 10:00 AM on the **8th day of October, 2018**, in Adel City Hall, 301 S. 10th Street, Adel, Iowa 50003. Bids will be considered by the City Council at its meeting at **6:00 PM on the 9th day of October, 2018**. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Nature of the Work

The Work will include but is not limited to the following improvements:

16,701 SY OF HMA overlay, 9,146 SY of Crack and Sealing, and 457 SY of PCC sidewalk. Erosion control, seeding, traffic control, mobilization, testing and other miscellaneous construction. Construction will take place at various locations throughout Adel, Iowa.

Contract Documents

Copies of the bid documents including project drawings and technical specifications will be on file starting **24th day of September, 2018** and may be inspected at the **office of the City Clerk at City Hall, 301 S. 10th Street, Adel, Iowa.**

A complete set of bid documents, including the Plans and Specifications, may be obtained from the Engineer, McClure Engineering Company, 1360 NW 121st Street Clive IA 50325, 515-964-1229.

Complete digital project Bidding Documents and Contract Documents and Plans are available at www.questcdn.com. You may download the digital documents at no cost by inputting Quest project number 5947658 on the website's Project Search page. Please contact QuestCDN.com at 952.233.1632

or info@questcdn.com for assistance in free membership registration, downloading, and working in this digital project information.

Bid Security

Each bid shall be accompanied by a Bid Bond, Certified Check, Certified Share Draft or Cashier's Check in a separate envelope in an amount equal to five (5%) of the total amount of the bid. If Bid Bond is submitted, it must be on the form provided with the Contract Documents. The Certified Check, Certified Share Draft or Cashier's Check shall be drawn on a bank or Credit Union in Iowa or a bank or Credit Union chartered under the laws of the United States of America and payable to the City of Adel, Iowa as security that if awarded a contract, the bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificates of Insurance.

The Certified Check, Certified Share Draft or Cashier's Check may be cashed, or the Bid Bond forfeited, and the proceeds retained as liquidated damages if the bidder fails to execute a contract or file acceptable performance bonds or provide an acceptable certificate of insurance within ten (10) days after the acceptance of his proposal by resolution of the City. No bidder may withdraw a proposal within sixty (60) days after the date set for opening bids.

The right is reserved, as the City of Adel may require, to reject any and all bids and to waive any informality in the bids received.

Sales Tax Exemption

All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the City of Adel, Iowa for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract. Before final payment will be made on this project, the Contractor(s) and subcontractor(s) shall provide lien waivers as required in the Specifications.

Commencement and Completion of the Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, and shall be completed as stated below.

Stage 1 paving shall be completed by **November 30th, 2018**. Stage 2 and all remaining project work shall be completed by **June 1st, 2019**. Failure to complete the work under the specified schedules will result in liquidated damages of **\$500.00** per day until this section of the project is complete.

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Published by the order of the City of Adel, Iowa, on this _____ day of _____, 2018.

CITY OF ADEL, IOWA,

By: _____

Title: _____

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NOT-3

Adel City Council
September 24, 2018 – Meeting Minutes

The Adel City Council met in regular session at Adel City Hall, 301 S. 10th St., Adel, Iowa, on Monday, September 24, 2018 at 6:00 p.m. Mayor Pro Tem McAdon called the meeting to order and the following answered roll: Ockerman, Christensen, McAdon, Miller, and Selby.

Staff Present: City Attorney Stone, City Administrator Brown, City Clerk Steele, Finance Director Sandquist, and Public Works Director Overton.

** Mayor Peters was absent from the meeting. **

PUBLIC HEARING

1. Authorizing a Loan Agreement and the Issuance of Not to Exceed \$12,000,000 Sewer Revenue CLN (WWTP/USDA #5)
Motion by Christensen, seconded by Ockerman, to open the public hearing
Roll: Ayes-Unanimous. Motion carried.
No written or oral comments were received.
Motion by Christensen, seconded by Miller, to close the public hearing
Roll: Ayes-Unanimous. Motion carried.

COMMENTS FROM THE PUBLIC

CONSENT AGENDA

- a) Consider Approval of City Council Minutes Dated September 11, 2018
Motion by Miller, seconded by Selby, to approve the consent agenda
Roll: Ayes-Unanimous. Motion carried.

NEW BUSINESS

- a) Consider Approval of Review of Adel Water Projects (USDA #3) Interim Financing Bids, Declaring a Specific Bid Acceptable, and Moving Forward with Stated Bid, Subject to Review and Consent of Bond Counsel
Motion by Ockerman, seconded by Selby, to declare CoBank's bid acceptable and to move forward with Cobank's bid, subject to review and consent of bond counsel
Roll: Ayes-Unanimous. Motion carried.
- b) Consider Approval of Review of Adel East Annex Sewer Extension Project (USDA #4) Interim Financing Bids, Declaring a Specific Bid Acceptable, and Moving Forward with Stated Bid, Subject to Review and Consent of Bond Counsel
Motion by Ockerman, seconded by Christensen, to declare CoBank's bid acceptable and to move forward with Cobank's bid, subject to review and consent of bond counsel
Roll: Ayes-Unanimous. Motion carried.
- c) Consider Approval of Resolution No. 18-61, Instituting Proceedings to Take Additional Action for the Authorization of a Loan Agreement and the Issuance of Not to Exceed \$12,000,000 Sewer Revenue Capital Loan Notes
Motion by Ockerman, seconded by Miller, to approve Resolution No. 18-61
Roll: Ayes-Unanimous. Motion carried.

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ASCAP	9/26/18	Sept'18-'19 Radio Lic Perm	GENERAL FUND	Pool	348.00
				TOTAL:	348.00
ASSURITY LIFE INSURANCE COMPANY	9/20/18	PY - ASSURITY PRE TAX	GENERAL FUND	NON-DEPARTMENTAL	28.95
	9/20/18	PY - ASSURITY AFTER TAX	GENERAL FUND	NON-DEPARTMENTAL	91.85
	9/20/18	PY - ASSURITY PRE TAX	ROAD USE TAX	NON-DEPARTMENTAL	5.08
	9/20/18	PY - ASSURITY AFTER TAX	ROAD USE TAX	NON-DEPARTMENTAL	8.65
	9/20/18	PY - ASSURITY PRE TAX	WATER UTILITY	NON-DEPARTMENTAL	13.21
	9/20/18	PY - ASSURITY AFTER TAX	WATER UTILITY	NON-DEPARTMENTAL	3.34
	9/20/18	PY - ASSURITY PRE TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	13.42
	9/20/18	PY - ASSURITY AFTER TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	3.38
	9/20/18	PY - ASSURITY PRE TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	0.20
	9/20/18	PY - ASSURITY AFTER TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	0.07
	10/05/18	PY - ASSURITY PRE TAX	GENERAL FUND	NON-DEPARTMENTAL	28.95
	10/05/18	PY - ASSURITY AFTER TAX	GENERAL FUND	NON-DEPARTMENTAL	91.85
	10/05/18	PY - ASSURITY PRE TAX	ROAD USE TAX	NON-DEPARTMENTAL	5.08
	10/05/18	PY - ASSURITY AFTER TAX	ROAD USE TAX	NON-DEPARTMENTAL	8.65
	10/05/18	PY - ASSURITY PRE TAX	WATER UTILITY	NON-DEPARTMENTAL	13.21
	10/05/18	PY - ASSURITY AFTER TAX	WATER UTILITY	NON-DEPARTMENTAL	3.34
	10/05/18	PY - ASSURITY PRE TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	13.42
	10/05/18	PY - ASSURITY AFTER TAX	SEWER UTILITY FUND	NON-DEPARTMENTAL	3.38
	10/05/18	PY - ASSURITY PRE TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	0.20
	10/05/18	PY - ASSURITY AFTER TAX	STORM WATER UTILIT	NON-DEPARTMENTAL	0.07
				TOTAL:	336.30
Accu Jet Sewer & Drain Cleaning	9/19/18	Jet line on Court St	SEWER UTILITY FUND	Sewer	568.00
	9/19/18	Jet line on Grove St	SEWER UTILITY FUND	Sewer	710.00
				TOTAL:	1,278.00
Adel Veterinary Clinic, P.C.	10/04/18	Aug. 2018 Strays/Services	GENERAL FUND	Animal Control	237.12
	10/04/18	Sept. 2018 Strays/Services	GENERAL FUND	Animal Control	237.12
				TOTAL:	474.24
Ahlers & Cooney, P.C.	9/26/18	4TH QTR CITY ATTORNEY RETA	GENERAL FUND	Finance	15,000.00
	10/05/18	PROF FEES CRAMER TIF PROPO	GENERAL FUND	Finance	1,209.50
	10/05/18	URBAN RENEWAL/TIF PRESENTA	INDUSTRIAL PARK PR	Capital Projects	1,019.00
	10/05/18	PROF FEES EAS ANNEX SEW EX	EAST ANNEX SAN UTI	CAPITAL PROJECTS	1,192.00
				TOTAL:	18,420.50
Alley Auto Sales	9/26/18	New tires for Explorer	GENERAL FUND	Parks	110.00
	9/26/18	New tires for Explorer	GENERAL FUND	Island Park	110.00
	9/26/18	New tires for Explorer	GENERAL FUND	Cemetery	110.00
	9/26/18	New tires for Explorer	GENERAL FUND	Recreation	110.00
	10/04/18	Flat Repair WTR Plate 7293	WATER UTILITY	Water	25.00
				TOTAL:	465.00
Ankeny Sanitation	9/19/18	Sept 2018 GB Srvcs	GARBAGE/RECYCLING	Garbage	19,197.50
	9/19/18	Sept 2018 RC Srvcs	GARBAGE/RECYCLING	Garbage	6,072.50
				TOTAL:	25,270.00
BSN Sports	9/19/18	K/F Basketball Nets	GENERAL FUND	Parks	37.96
				TOTAL:	37.96
Baldon Hardware	10/04/18	Silicone, Dremel Bit, Etc	GENERAL FUND	Fire Department	42.46
	10/04/18	Keys, Bolt, Nut, Etc	GENERAL FUND	Parks	84.96
	10/04/18	Batteries, Sump Pump, Etc	ROAD USE TAX	Road Use Tax	290.92

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	10/04/18	Brass Couplings, Drill Bit	WATER UTILITY	Water	111.04
	10/04/18	Oil Dri, Air Freshner	SEWER UTILITY FUND	Sewer	8.67
				TOTAL:	538.05
Barco Municipal Products Inc	9/19/18	Squeegees/survey flags/boo	ROAD USE TAX	Road Use Tax	298.83
	9/26/18	4x5 Blue Survey Flags, Pai	WATER UTILITY	Water	308.13
				TOTAL:	606.96
Bax Sales, Inc.	9/19/18	Paper Towels & Boxed Rags	ROAD USE TAX	Road Use Tax	17.97
	9/19/18	Paper Towels & Boxed Rags	SEWER UTILITY FUND	Sewer	17.97
	9/19/18	Paper Towels & Boxed Rags	STORM WATER UTILIT	STORM WATER UTILITY	17.97
				TOTAL:	53.91
Big Green Umbrella Media, Inc.	10/04/18	Sept 2018 Newsletter/Adel	GENERAL FUND	Finance	212.67
	10/04/18	Sept 2018 Newsletter/Adel	WATER UTILITY	Water	212.67
	10/04/18	Sept 2018 Newsletter/Adel	SEWER UTILITY FUND	Sewer	212.66
				TOTAL:	638.00
C & C Lawn Services, LLC	9/26/18	Ballfield Aeration/Oversee	GENERAL FUND	Recreation	1,940.64
				TOTAL:	1,940.64
CITY OF ADEL (FLEX SPENDING ACCOUNTS)	9/20/18	PY-FLEX SPENDING W/H	GENERAL FUND	NON-DEPARTMENTAL	123.93
	9/20/18	PY-DCAP W/H	GENERAL FUND	NON-DEPARTMENTAL	19.76
	9/20/18	PY-FLEX SPENDING W/H	ROAD USE TAX	NON-DEPARTMENTAL	23.25
	9/20/18	PY-DCAP W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.80
	9/20/18	PY-FLEX SPENDING W/H	WATER UTILITY	NON-DEPARTMENTAL	43.75
	9/20/18	PY-DCAP W/H	WATER UTILITY	NON-DEPARTMENTAL	31.20
	9/20/18	PY-FLEX SPENDING W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	50.25
	9/20/18	PY-DCAP W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	31.20
	9/20/18	PY-FLEX SPENDING W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	2.15
	9/20/18	PY-DCAP W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	1.04
	10/05/18	PY-FLEX SPENDING W/H	GENERAL FUND	NON-DEPARTMENTAL	123.93
	10/05/18	PY-DCAP W/H	GENERAL FUND	NON-DEPARTMENTAL	19.76
	10/05/18	PY-FLEX SPENDING W/H	ROAD USE TAX	NON-DEPARTMENTAL	23.25
	10/05/18	PY-DCAP W/H	ROAD USE TAX	NON-DEPARTMENTAL	20.80
	10/05/18	PY-FLEX SPENDING W/H	WATER UTILITY	NON-DEPARTMENTAL	43.75
	10/05/18	PY-DCAP W/H	WATER UTILITY	NON-DEPARTMENTAL	31.20
	10/05/18	PY-FLEX SPENDING W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	50.25
	10/05/18	PY-DCAP W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	31.20
	10/05/18	PY-FLEX SPENDING W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	2.15
	10/05/18	PY-DCAP W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	1.04
				TOTAL:	694.66
Capital Sanitary Supply	9/26/18	TOWELS, CLEANING SUPPLIES	GENERAL FUND	Police Department	60.89
	9/26/18	TOWELS, CLEANING SUPPLIES	GENERAL FUND	Island Park	109.46
	10/04/18	Finance Charge invoice C26	GENERAL FUND	Police Department	1.82
				TOTAL:	172.17
Cargill Inc.	9/19/18	24.6 Ton Bulk Salt	WATER UTILITY	Water	4,563.02
	9/26/18	23.8 Ton Bulk Salt	WATER UTILITY	Water	4,416.21
				TOTAL:	8,979.23
Central Salt	9/26/18	DEICING SALT	ROAD USE TAX	Road Use Tax	2,975.81
	9/27/18	DEICING SALT	ROAD USE TAX	Road Use Tax	14,874.88
				TOTAL:	17,850.69

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
Century Link - Long Distance	9/19/18	Aug. 2018 Long dis phone s	WATER UTILITY	Water	1.14	
				TOTAL:	1.14	
CenturyLink	9/19/18	Telephone Srvc s 8/28-9/27/	WATER UTILITY	Water	64.35	
				TOTAL:	64.35	
Chief Supply Corporation	9/26/18	POLICE BADGE & SHIPPING	GENERAL FUND	Police Department	131.99	
				TOTAL:	131.99	
Christian Printers	10/04/18	Fold/Insert Oct. 2018 Bill	WATER UTILITY	Water	142.50	
	10/04/18	Fold/Insert Oct. 2018 Bill	SEWER UTILITY FUND	Sewer	142.50	
				TOTAL:	285.00	
Cintas Corporation	9/19/18	First Aid Kit - Prk	GENERAL FUND	Parks	41.72	
	9/19/18	First Aid Kit Shop PO 0175	ROAD USE TAX	Road Use Tax	84.12	
	9/19/18	First Aid Kit WTR PO 01754	WATER UTILITY	Water	30.85	
				TOTAL:	156.69	
Temporary Vendo	9/30/18	ANN STURGEON KREAGER, :	EASEMENT	EAST ANNEX SAN UTI	CAPITAL PROJECTS	100,000.00
Nikki Hunt,	9/26/18	Park Shelter Rent Reimb.	GENERAL FUND	Parks	30.00	
WRIGHT OUTDOOR SOLUTIO	9/24/18	WRIGHT OUTDOOR SOLUTIONS, :	OAKDALE PRIDE	CEMETERY	609.22	
WRIGHT OUTDOOR SOLUTIO	9/24/18	WRIGHT OUTDOOR SOLUTIONS, :	KINNICK FELLER MON	PARKS	2,285.44	
				TOTAL:	102,924.66	
Confluence	10/04/18	Dev Review Caseys @ 169/Me	GENERAL FUND	Zoning/Compliance/Perm	480.00	
				TOTAL:	480.00	
Core & Main LP	9/26/18	(2) 1 1/2" Mtr Flg Set Kit	WATER UTILITY	Water	170.00	
	10/04/18	Manhole Lid & Ring	SEWER UTILITY FUND	Sewer	295.00	
				TOTAL:	465.00	
Crossroads AG	9/26/18	Weed Kill Spray	GENERAL FUND	Parks	80.00	
				TOTAL:	80.00	
Culligan	9/19/18	Water Cooler Srvc	GENERAL FUND	Parks	37.05	
	10/04/18	Water Srvc - Staff at Shop	GENERAL FUND	Cemetery	33.85	
				TOTAL:	70.90	
Dallas County Clerk of Court	9/27/18	court costs - City vs Bro	GENERAL FUND	Police Department	85.00	
				TOTAL:	85.00	
Dallas County News, Inc.	9/26/18	1 YEAR SUBSCRIPTION	GENERAL FUND	Finance	46.00	
				TOTAL:	46.00	
Dallas County Recorder	10/05/18	EAST ANNEX KREAGER EASEMEN	EAST ANNEX SAN UTI	CAPITAL PROJECTS	42.00	
				TOTAL:	42.00	
Davis Equipment Corp.	9/26/18	HOC Chain, Contour, Contour	GENERAL FUND	Parks	157.88	
				TOTAL:	157.88	
Delta Dental Plan of Iowa	9/20/18	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	155.85	
	9/20/18	PY-INSURANCE PREMIUM DELTA	ROAD USE TAX	NON-DEPARTMENTAL	21.44	
	9/26/18	OCT '18 DENTAL PREMIUM	ROAD USE TAX	Road Use Tax	182.38	
	9/26/18	OCT '18 DENTAL PREMIUM	TRUST AND AGENCY	General Government	1,296.90	
	9/20/18	PY-INSURANCE PREMIUM DELTA	WATER UTILITY	NON-DEPARTMENTAL	31.32	
	9/26/18	OCT '18 DENTAL PREMIUM	WATER UTILITY	Water	263.43	

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	9/20/18	PY-INSURANCE PREMIUM DELTA	SEWER UTILITY FUND	NON-DEPARTMENTAL	39.11
	9/26/18	OCT '18 DENTAL PREMIUM	SEWER UTILITY FUND	Sewer	263.43
	9/20/18	PY-INSURANCE PREMIUM DELTA	STORM WATER UTILIT	NON-DEPARTMENTAL	4.37
	9/26/18	OCT '18 DENTAL PREMIUM	STORM WATER UTILIT	STORM WATER UTILITY	20.26
	10/05/18	PY-INSURANCE PREMIUM DELTA	GENERAL FUND	NON-DEPARTMENTAL	155.85
	10/05/18	PY-INSURANCE PREMIUM DELTA	ROAD USE TAX	NON-DEPARTMENTAL	14.40
	10/05/18	PY-INSURANCE PREMIUM DELTA	WATER UTILITY	NON-DEPARTMENTAL	45.89
	10/05/18	PY-INSURANCE PREMIUM DELTA	SEWER UTILITY FUND	NON-DEPARTMENTAL	30.28
	10/05/18	PY-INSURANCE PREMIUM DELTA	STORM WATER UTILIT	NON-DEPARTMENTAL	0.57
				TOTAL:	2,525.48
Elite Electric & Utility Contractors	9/19/18	Work on C12 @ Swr Plant	SEWER UTILITY FUND	Sewer	314.95
				TOTAL:	314.95
Fareway Stores #124	9/26/18	AUG '18 FAREWAY PURCHASES	GENERAL FUND	Police Department	14.16
	9/26/18	AUG '18 FAREWAY PURCHASES	GENERAL FUND	Pool	73.09
	9/26/18	AUG '18 FAREWAY PURCHASES	GENERAL FUND	Pool	79.92
	9/26/18	AUG '18 FAREWAY PURCHASES	GENERAL FUND	Finance	51.92
	9/26/18	AUG '18 FAREWAY PURCHASES	SEWER UTILITY FUND	Sewer	7.67
	9/26/18	AUG '18 FAREWAY PURCHASES	SEWER UTILITY FUND	Sewer	7.47
				TOTAL:	234.23
Feld Fire Equip. Co.	10/04/18	Fill Station Valve Repair	GENERAL FUND	Fire Department	141.74
				TOTAL:	141.74
Ferguson Waterworks #2516	9/26/18	(9) T10 Mtr's w/Ecode Reg	WATER UTILITY	Water	2,632.71
	9/19/18	1" T10 Mtr w/Ecode Reg	WATER UTILITY	Water	1,540.42
	9/19/18	4" Compound Mtr Insert	WATER UTILITY	Water	1,659.44
	9/19/18	Meter Couplings	WATER UTILITY	Water	576.16
	9/26/18	(3) 1" Mtr Couplings	WATER UTILITY	Water	66.72
	9/26/18	(48) 3/4" Mtr Couplings	WATER UTILITY	Water	628.10
	9/26/18	(12) T10 Mtr's w/R9001 Reg	WATER UTILITY	Water	3,155.54
	9/26/18	(6) T10 Mtr's w/Ecode Reg	SEWER UTILITY FUND	Sewer	1,470.30
	9/26/18	(12) T10 Mtr's w/R9001 Reg	SEWER UTILITY FUND	Sewer	3,123.12
				TOTAL:	14,852.51
Fuller Petroleum Service	10/04/18	Fuel 9/1-9/30/18	GENERAL FUND	Fire Department	2,658.53
				TOTAL:	2,658.53
G&L Clothing	9/27/18	Staff Polos	GENERAL FUND	Parks	450.00
	9/27/18	Staff Polos	GENERAL FUND	Recreation	483.00
				TOTAL:	933.00
Gale Cengage Learning	9/19/18	Large Print Book	GENERAL FUND	Library	26.24
				TOTAL:	26.24
Gatehouse Media Iowa Holdings	9/27/18	8/14/18 CC mins,bills,trs	GENERAL FUND	Finance	384.80
	9/27/18	ROW PH Notice-412 Prairie	GENERAL FUND	Zoning/Compliance/Perm	41.25
	9/27/18	Intent to Commerce Public	EAST ANNEX SAN UTI	CAPITAL PROJECTS	118.21
				TOTAL:	544.26
Greater Dallas County Development Alli	9/26/18	2018 Annual Mtg 3 Attendee	GENERAL FUND	Finance	150.00
	10/04/18	2018 Annual Mtg 1 add Atte	GENERAL FUND	Finance	50.00
				TOTAL:	200.00
Hach Co.	9/26/18	Iron & Fluoride	WATER UTILITY	Water	415.12

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	415.12
Hawkins Inc.	9/26/18	CL2	SEWER UTILITY FUND	Sewer	744.72
				TOTAL:	744.72
IOWA RETIREMENT INVESTORS' CLUB (RIC)	9/20/18	RIC PRETAX CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	100.00
	9/20/18	RIC ROTH CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	251.50
	9/20/18	RIC ROTH CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	183.90
	9/20/18	RIC ROTH CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	187.40
	9/20/18	RIC ROTH CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	186.55
	9/20/18	RIC ROTH CONTRIBUTION	STORM WATER UTILIT	NON-DEPARTMENTAL	5.65
	10/05/18	RIC PRETAX CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	100.00
	10/05/18	RIC ROTH CONTRIBUTION	GENERAL FUND	NON-DEPARTMENTAL	251.50
	10/05/18	RIC ROTH CONTRIBUTION	ROAD USE TAX	NON-DEPARTMENTAL	183.90
	10/05/18	RIC ROTH CONTRIBUTION	WATER UTILITY	NON-DEPARTMENTAL	187.40
	10/05/18	RIC ROTH CONTRIBUTION	SEWER UTILITY FUND	NON-DEPARTMENTAL	186.55
	10/05/18	RIC ROTH CONTRIBUTION	STORM WATER UTILIT	NON-DEPARTMENTAL	5.65
				TOTAL:	1,830.00
IPERS	9/20/18	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	1,105.04
	9/20/18	PY-POLICE IPERS	GENERAL FUND	NON-DEPARTMENTAL	1,460.29
	9/20/18	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	427.34
	9/20/18	PY-IPERS REG	ROAD USE TAX	Road Use Tax	641.35
	9/20/18	PY-IPERS REG	TRUST AND AGENCY	General Government	1,658.44
	9/20/18	PY-POLICE IPERS	TRUST AND AGENCY	General Government	2,189.37
	9/20/18	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	470.56
	9/20/18	PY-IPERS REG	WATER UTILITY	Water	706.20
	9/20/18	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	502.38
	9/20/18	PY-IPERS REG	SEWER UTILITY FUND	Sewer	753.95
	9/20/18	PY-IPERS REG	STORM WATER UTILIT	NON-DEPARTMENTAL	53.31
	9/20/18	PY-IPERS REG	STORM WATER UTILIT	STORM WATER UTILITY	80.00
	10/05/18	PY-IPERS REG	GENERAL FUND	NON-DEPARTMENTAL	1,103.47
	10/05/18	PY-POLICE IPERS	GENERAL FUND	NON-DEPARTMENTAL	1,374.60
	10/05/18	PY-IPERS REG	ROAD USE TAX	NON-DEPARTMENTAL	382.65
	10/05/18	PY-IPERS REG	ROAD USE TAX	Road Use Tax	574.25
	10/05/18	PY-IPERS REG	TRUST AND AGENCY	General Government	1,656.11
	10/05/18	PY-POLICE IPERS	TRUST AND AGENCY	General Government	2,060.90
	10/05/18	PY-IPERS REG	WATER UTILITY	NON-DEPARTMENTAL	581.00
	10/05/18	PY-IPERS REG	WATER UTILITY	Water	871.97
	10/05/18	PY-IPERS REG	SEWER UTILITY FUND	NON-DEPARTMENTAL	461.86
	10/05/18	PY-IPERS REG	SEWER UTILITY FUND	Sewer	693.14
	10/05/18	PY-IPERS REG	STORM WATER UTILIT	NON-DEPARTMENTAL	28.79
	10/05/18	PY-IPERS REG	STORM WATER UTILIT	STORM WATER UTILITY	43.20
				TOTAL:	19,680.17
Infomax Office Systems Inc	9/19/18	Copier agreement & overage	GENERAL FUND	Library	337.88
				TOTAL:	337.88
Iowa Codification Inc.	9/26/18	Sept 2018 Supp. (Ord 327/3	GENERAL FUND	Finance	92.00
	10/04/18	Oct 2018 Supp. (Ord. 330)	GENERAL FUND	Finance	148.00
				TOTAL:	240.00
Iowa DNR	9/26/18	2019 Annual WTR Use Permit	WATER UTILITY	Water	134.00
				TOTAL:	134.00
Iowa One Call	9/26/18	Aug 2018 Services	WATER UTILITY	Water	92.75

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	9/26/18	Aug 2018 Services	SEWER UTILITY FUND	Sewer	92.75
				TOTAL:	185.50
Jan Price	10/04/18	Reimb. Exp. - Museum Inter	GENERAL FUND	Finance	2,509.00
				TOTAL:	2,509.00
Keystone Laboratories, Inc.	9/26/18	Aug. Monthly Testing - WTR	WATER UTILITY	Water	282.50
	9/26/18	Wastewater Testing	SEWER UTILITY FUND	Sewer	1,372.00
				TOTAL:	1,654.50
Kness Signs	10/04/18	RUT Truck Decals & Labor	ROAD USE TAX	Road Use Tax	315.00
				TOTAL:	315.00
Lake Country Corporation	9/26/18	Height Req Sign for Pool	GENERAL FUND	Pool	810.28
				TOTAL:	810.28
Laser Line Striping & Sweeping	9/19/18	Basketball Court Repaint	GENERAL FUND	Parks	120.00
	9/19/18	Tennis Court Repaint	GENERAL FUND	Parks	360.00
				TOTAL:	480.00
Linda Johnson	10/04/18	Sept 2018 Cleaning Srvcs P	GENERAL FUND	Police Department	216.00
	10/04/18	Sept 2018 Cleaning Srvcs C	GENERAL FUND	Finance	288.00
				TOTAL:	504.00
Mainstay Systems Inc.	9/26/18	NEW PHONE SYSTEM	GENERAL FUND	Finance	12,869.00
	9/26/18	3 ACROBAT 2017 STANDARD SO	GENERAL FUND	Finance	990.00
				TOTAL:	13,859.00
Manatts Inc.	10/04/18	Concrete -Manhole @14th/Ra	SEWER UTILITY FUND	Sewer	183.00
				TOTAL:	183.00
McCalley Technical Services	10/04/18	Computer Work/Backup Batte	GENERAL FUND	Library	225.00
				TOTAL:	225.00
McClure Engineering Company	9/27/18	city hall windows	GENERAL FUND	Finance	380.17
	9/27/18	LMS properties	GENERAL FUND	Zoning/Compliance/Perm	290.00
	9/19/18	SWU IMPROV P1	STORMWATER UTIL IM	CAPITAL PROJECTS	4,955.00
	9/26/18	PHASE 1 RAPIDS & HWY 169 M	WATER UTIL IMPROV	CAPITAL PROJECTS	1,650.00
	9/26/18	PHASE 1 RAPIDS & HWY 169 M	WATER UTIL IMPROV	CAPITAL PROJECTS	1,100.00
	9/26/18	WATER TREATMENT PLANT	NEW WATER TREATMEN	CAPITAL PROJECTS	59,800.00
	9/26/18	WATER TREATMENT PLANT	NEW WATER TREATMEN	CAPITAL PROJECTS	60,810.00
	9/26/18	WATER TREATMENT PLANT	NEW WATER TREATMEN	CAPITAL PROJECTS	53,065.00
	9/19/18	WTP	NEW WATER TREATMEN	CAPITAL PROJECTS	63,030.00
	9/27/18	meadow rd ditch survey	STORM WATER UTILIT	STORM WATER UTILITY	640.00
				TOTAL:	245,720.17
Methodist Occupational Health & Wellne	10/04/18	Pre Employ Drug Screen A.B	GENERAL FUND	Parks	52.00
				TOTAL:	52.00
Michael Todd & Co Inc	9/26/18	Street Signs (Stop,Speed,S	ROAD USE TAX	Road Use Tax	1,249.18
				TOTAL:	1,249.18
MicroMarketing LLC	9/19/18	Books on CD	GENERAL FUND	Library	199.99
	10/04/18	Library Books, Books On CD	GENERAL FUND	Library	83.92
	10/04/18	Library Books, Books On CD	GENERAL FUND	Library	169.99
				TOTAL:	453.90

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Mid-Iowa Solid Waste Equipment Co., In	9/19/18	{4} Gutter Brooms for Swee	STORM WATER UTILIT	STORM WATER UTILITY	470.72
				TOTAL:	470.72
MidAmerican Energy	9/26/18	8/24-9/17 ELECTRIC EMERG W	WATER UTILITY	Water	16.38
				TOTAL:	16.38
Midland GIS Solutions, L.L.C.	10/04/18	Work on GIS System	STORM WATER UTILIT	STORM WATER UTILITY	125.00
				TOTAL:	125.00
Midwest Alarm Services	9/26/18	Fire Inspection Srvc PD	GENERAL FUND	Police Department	140.64
	9/26/18	Fire Inspection Srvc City	GENERAL FUND	Finance	838.44
				TOTAL:	979.08
Moss Brothers Inc	10/04/18	Mower Bolts	GENERAL FUND	Parks	59.49
				TOTAL:	59.49
Nationwide Office Cleaners	10/04/18	Lib Janitorial	GENERAL FUND	Library	652.96
	10/04/18	2nd cleaning	FRIENDS/FOUNDATION	Library	303.10
				TOTAL:	956.06
PRINCIPAL LIFE INSURANCE CO - SBD GRAN	9/20/18	PY - PRINCIPAL VOLUNTARY L	GENERAL FUND	NON-DEPARTMENTAL	138.22
	9/20/18	PY - PRINCIPAL VOLUNTARY L	ROAD USE TAX	NON-DEPARTMENTAL	20.41
	9/26/18	Oct 2018 Life & Dis. Premi	TRUST AND AGENCY	General Government	546.72
	9/20/18	PY - PRINCIPAL VOLUNTARY L	WATER UTILITY	NON-DEPARTMENTAL	17.90
	9/26/18	Oct 2018 Life & Dis. Premi	WATER UTILITY	Water	97.36
	9/20/18	PY - PRINCIPAL VOLUNTARY L	SEWER UTILITY FUND	NON-DEPARTMENTAL	21.94
	9/26/18	Oct 2018 Life & Dis. Premi	SEWER UTILITY FUND	Sewer	97.36
	9/20/18	PY - PRINCIPAL VOLUNTARY L	STORM WATER UTILIT	NON-DEPARTMENTAL	1.34
	9/26/18	Oct 2018 Life & Dis. Premi	STORM WATER UTILIT	STORM WATER UTILITY	7.49
	10/05/18	PY - PRINCIPAL VOLUNTARY L	GENERAL FUND	NON-DEPARTMENTAL	138.22
	10/05/18	PY - PRINCIPAL VOLUNTARY L	ROAD USE TAX	NON-DEPARTMENTAL	18.46
	10/05/18	PY - PRINCIPAL VOLUNTARY L	WATER UTILITY	NON-DEPARTMENTAL	21.87
	10/05/18	PY - PRINCIPAL VOLUNTARY L	SEWER UTILITY FUND	NON-DEPARTMENTAL	19.45
	10/05/18	PY - PRINCIPAL VOLUNTARY L	STORM WATER UTILIT	NON-DEPARTMENTAL	0.29
				TOTAL:	1,147.03
PROGRESSIVE STRUCTURES, LLC	9/13/18	SWU IMPROV SECTION 1	STORMWATER UTIL IM	CAPITAL PROJECTS	107,890.50
	9/13/18	SWU IMPROV SECTION 2	STORMWATER UTIL IM	CAPITAL PROJECTS	9,838.10
				TOTAL:	117,728.60
People's Bank	9/20/18	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	1,669.54
	9/20/18	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	284.11
	9/20/18	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	329.48
	9/20/18	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	343.63
	9/20/18	PY-STATE W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	30.24
	10/05/18	PY-STATE W/H	GENERAL FUND	NON-DEPARTMENTAL	1,599.54
	10/05/18	PY-STATE W/H	ROAD USE TAX	NON-DEPARTMENTAL	261.39
	10/05/18	PY-STATE W/H	WATER UTILITY	NON-DEPARTMENTAL	403.58
	10/05/18	PY-STATE W/H	SEWER UTILITY FUND	NON-DEPARTMENTAL	326.05
	10/05/18	PY-STATE W/H	STORM WATER UTILIT	NON-DEPARTMENTAL	17.44
				TOTAL:	5,265.00
Peoples Trust & Savings	9/20/18	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	3,309.09
	10/05/18	PY-W/H FED TAXES	GENERAL FUND	NON-DEPARTMENTAL	3,037.31
	9/20/18	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	2,422.86
	10/05/18	PY-FICA W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	2,357.14

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	9/20/18	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	566.62
	10/05/18	PY-MC W/H & MATCH	GENERAL FUND	NON-DEPARTMENTAL	551.28
	9/20/18	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	572.14
	10/05/18	PY-W/H FED TAXES	ROAD USE TAX	NON-DEPARTMENTAL	554.25
	9/20/18	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	402.26
	10/05/18	PY-FICA W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	362.04
	9/20/18	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	94.06
	10/05/18	PY-MC W/H & MATCH	ROAD USE TAX	NON-DEPARTMENTAL	84.65
	9/20/18	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	402.29
	10/05/18	PY-FICA W/H & MATCH	ROAD USE TAX	Road Use Tax	362.05
	9/20/18	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	94.09
	10/05/18	PY-MC W/H & MATCH	ROAD USE TAX	Road Use Tax	84.67
	9/20/18	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	2,422.86
	10/05/18	PY-FICA W/H & MATCH	TRUST AND AGENCY	General Government	2,357.14
	9/20/18	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	566.61
	10/05/18	PY-MC W/H & MATCH	TRUST AND AGENCY	General Government	551.27
	9/20/18	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	688.00
	10/05/18	PY-W/H FED TAXES	WATER UTILITY	NON-DEPARTMENTAL	773.10
	9/20/18	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	434.94
	10/05/18	PY-FICA W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	536.95
	9/20/18	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	101.72
	10/05/18	PY-MC W/H & MATCH	WATER UTILITY	NON-DEPARTMENTAL	125.58
	9/20/18	PY-FICA W/H & MATCH	WATER UTILITY	Water	434.94
	10/05/18	PY-FICA W/H & MATCH	WATER UTILITY	Water	536.95
	9/20/18	PY-MC W/H & MATCH	WATER UTILITY	Water	101.72
	10/05/18	PY-MC W/H & MATCH	WATER UTILITY	Water	125.57
	9/20/18	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	697.81
	10/05/18	PY-W/H FED TAXES	SEWER UTILITY FUND	NON-DEPARTMENTAL	690.81
	9/20/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	463.29
	10/05/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	429.25
	9/20/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	108.36
	10/05/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	NON-DEPARTMENTAL	100.39
	9/20/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	463.29
	10/05/18	PY-FICA W/H & MATCH	SEWER UTILITY FUND	Sewer	429.25
	9/20/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	108.34
	10/05/18	PY-MC W/H & MATCH	SEWER UTILITY FUND	Sewer	100.39
	9/20/18	PY-W/H FED TAXES	STORM WATER UTILIT	NON-DEPARTMENTAL	39.34
	10/05/18	PY-W/H FED TAXES	STORM WATER UTILIT	NON-DEPARTMENTAL	28.54
	9/20/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	49.88
	10/05/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	27.78
	9/20/18	PY-MC W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	11.65
	10/05/18	PY-MC W/H & MATCH	STORM WATER UTILIT	NON-DEPARTMENTAL	6.49
	9/20/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	49.85
	10/05/18	PY-FICA W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	27.77
	9/20/18	PY-MC W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	11.65
	10/05/18	PY-MC W/H & MATCH	STORM WATER UTILIT	STORM WATER UTILITY	6.49
				TOTAL:	28,864.77
Peoples Trust & Savings Bank	9/27/18	shping cost for gas mtr re	GENERAL FUND	Fire Department	13.95
	9/27/18	repair of gas meter	GENERAL FUND	Fire Department	257.92
	9/27/18	batteries for AEDs	GENERAL FUND	Fire Department	69.03
	9/27/18	postage	GENERAL FUND	Library	37.82
	9/27/18	gas for parade	GENERAL FUND	Library	12.82
	9/27/18	postage	GENERAL FUND	Library	71.06
	9/27/18	Annual IIA conf - Paula	GENERAL FUND	Library	120.00
	9/27/18	subscriptions	GENERAL FUND	Library	34.74

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	9/27/18	DVDs & books	GENERAL FUND	Library	270.15
	9/27/18	name plate - P/R Board Mem	GENERAL FUND	Parks	12.45
	9/27/18	JD 60" roller striping kit	GENERAL FUND	Parks	250.80
	9/27/18	pre-stamped envelopes (5%)	GENERAL FUND	Parks	90.44
	9/27/18	suckers for front desk	GENERAL FUND	Parks	22.48
	9/27/18	IA P/R Assc Membr-Curtis	GENERAL FUND	Parks	272.50
	9/27/18	JD 60" roller striping kit	GENERAL FUND	Cemetery	250.81
	9/27/18	gift cards	GENERAL FUND	Pool	211.90
	9/27/18	lunch @ mtg	GENERAL FUND	Recreation	12.00
	9/27/18	name plate - P/R Board Mem	GENERAL FUND	Recreation	12.44
	9/27/18	pre-stamped envelopes (5%)	GENERAL FUND	Recreation	90.44
	9/27/18	suckers for front desk	GENERAL FUND	Recreation	22.49
	9/27/18	IA P/R Assc Membr-Kylie	GENERAL FUND	Recreation	272.50
	9/27/18	2018 IA P/R conf-Nick/Kyli	GENERAL FUND	Recreation	300.00
	9/27/18	outdoor movie (2nd half)	GENERAL FUND	Recreation	209.50
	9/27/18	lunch @ State Fair mtg	GENERAL FUND	Recreation	4.50
	9/27/18	sign for archery range	GENERAL FUND	Recreation	131.40
	9/27/18	airfreshner/cleanrs-blue e	GENERAL FUND	Recreation	11.93
	9/27/18	net for tennis court	GENERAL FUND	Recreation	209.90
	9/27/18	v-ball champ. shirts	GENERAL FUND	Recreation	270.48
	9/27/18	Microsoft email acct srvcs	GENERAL FUND	Finance	268.13
	9/27/18	pre-stamped envelopes (5%)	GENERAL FUND	Finance	90.44
	9/27/18	suckers for front desk	GENERAL FUND	Finance	22.49
	9/27/18	3 copies of CH master key	GENERAL FUND	Finance	14.31
	9/27/18	pre-stamped envelopes (5%)	GENERAL FUND	Zoning/Compliance/Perm	90.44
	9/27/18	suckers for front desk	GENERAL FUND	Zoning/Compliance/Perm	22.49
	9/27/18	(4) bearings for sander-sn	ROAD USE TAX	Road Use Tax	320.63
	9/27/18	cert ltr-Stonehocker curb	WATER UTILITY	Water	6.20
	9/27/18	pre-stamped envelopes (30%)	WATER UTILITY	Water	542.66
	9/27/18	suckers for front desk	WATER UTILITY	Water	22.48
	9/27/18	Reg for Fall Conf - Kip	SEWER UTILITY FUND	Sewer	150.00
	9/27/18	pre-stamped envelopes (30%)	SEWER UTILITY FUND	Sewer	542.66
	9/27/18	suckers for front desk	SEWER UTILITY FUND	Sewer	22.48
	9/27/18	lunch @ mtg - Kip & Bob O.	STORM WATER UTILIT	STORM WATER UTILITY	28.95
	9/27/18	cert ltr-Miller stm wtr ap	STORM WATER UTILIT	STORM WATER UTILITY	6.20
	9/27/18	pre-stamped envelopes (20%)	STORM WATER UTILIT	STORM WATER UTILITY	361.77
	9/27/18	program supplies	FRIENDS/FOUNDATION	Library	385.44
				TOTAL:	6,444.22
Pink Stew Entertainment	10/04/18	Halloween Balloon/Henna Ta	GENERAL FUND	Library	155.00
				TOTAL:	155.00
Positive Promotions	10/04/18	Fire Prevention Material	GENERAL FUND	Fire Department	875.16
				TOTAL:	875.16
Postmaster -Adel Post Office	9/27/18	Sept.2018 Utility Bills (2	WATER UTILITY	Water	456.17
	9/27/18	Sept.2018 Utility Bills (2	SEWER UTILITY FUND	Sewer	456.17
				TOTAL:	912.34
Quality Striping, Inc	9/26/18	Paint Crosswalks/Center Li	ROAD USE TAX	Road Use Tax	2,674.80
				TOTAL:	2,674.80
RD McKinney	9/19/18	Install Valves & Rmv Hydra	WATER UTILITY	Water	12,000.00
				TOTAL:	12,000.00
RJ Lawn Service	9/26/18	Fertilizer Spot Spray	GENERAL FUND	Pool	305.14

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	305.14
Raccoon Valley Bank	10/05/18	INT ON INTERIM FIN USDA #2	STORM WATER UTILIT	STORM WATER UTILITY	1,818.67
				TOTAL:	1,818.67
Ray's Pager Sales	10/04/18	(6) Unication Pagers	FIRE EQUIP UPGRADE	Non Departmental	3,801.00
				TOTAL:	3,801.00
Ricoh USA, Inc.	9/26/18	9/22/18-10/21/18 Copier Re	GENERAL FUND	Recreation	23.08
	9/26/18	9/22/18-10/21/18 Copier Re	GENERAL FUND	Finance	23.08
	9/26/18	9/22/18-10/21/18 Copier Re	GENERAL FUND	Zoning/Compliance/Perm	23.07
	9/26/18	9/22/18-10/21/18 Copier Re	ROAD USE TAX	Road Use Tax	23.08
	9/26/18	9/22/18-10/21/18 Copier Re	WATER UTILITY	Water	23.08
	9/26/18	9/22/18-10/21/18 Copier Re	SEWER UTILITY FUND	Sewer	23.08
				TOTAL:	138.47
Road Husky Trailer Co. LLC	9/19/18	Jack Pipe Mt.	ROAD USE TAX	Road Use Tax	62.30
				TOTAL:	62.30
Russell Abstract & Title	9/26/18	EAST ANNEX CONT OF ABSTRAC	EAST ANNEX SAN UTI	CAPITAL PROJECTS	400.00
	9/26/18	EAST ANNEX CONTOF ABSTRACT	EAST ANNEX SAN UTI	CAPITAL PROJECTS	400.00
				TOTAL:	800.00
Schumacher Elevator Company	9/19/18	Qtrly Maint for Elevator	GENERAL FUND	Library	334.72
	9/19/18	Qtrly Maint for Elevator	GENERAL FUND	Finance	334.73
				TOTAL:	669.45
South Dallas Co. Landfill	9/26/18	Waste Dump	GENERAL FUND	Parks	15.00
	9/26/18	Waste/Brush Dump	GENERAL FUND	Parks	85.00
	9/26/18	Brush & Yard Waste Dump	GENERAL FUND	Parks	107.00
				TOTAL:	207.00
Sprayer Specialties Inc.	10/04/18	60 gal Tank - Sprayer@Swr	SEWER UTILITY FUND	Sewer	102.30
				TOTAL:	102.30
Staples Advantage	9/26/18	Disc DVDR, Binder Clips, M	GENERAL FUND	Police Department	83.62
	9/26/18	Pricematch Credit	GENERAL FUND	Police Department	26.63-
	9/26/18	Ink, Trash Bags, Tissue	GENERAL FUND	Library	173.62
	9/26/18	Vinyl bifold writing pads	GENERAL FUND	Parks	9.19
	9/26/18	Pilot Pens	GENERAL FUND	Parks	2.93
	9/26/18	Vinyl bifold writing pads	GENERAL FUND	Recreation	9.18
	9/26/18	Pilot Pens	GENERAL FUND	Recreation	2.92
	9/26/18	Vinyl bifold writing pads	GENERAL FUND	Finance	9.18
	9/26/18	Pilot Pens	GENERAL FUND	Finance	2.92
	9/26/18	Vinyl bifold writing pads	GENERAL FUND	Zoning/Compliance/Perm	9.18
	9/26/18	Pilot Pens	GENERAL FUND	Zoning/Compliance/Perm	2.92
	9/26/18	Vinyl bifold writing pads	ROAD USE TAX	Road Use Tax	9.19
	9/26/18	Pilot Pens	ROAD USE TAX	Road Use Tax	2.93
	9/26/18	Vinyl bifold writing pads	WATER UTILITY	Water	9.19
	9/26/18	Pilot Pens	WATER UTILITY	Water	2.93
	9/26/18	Vinyl bifold writing pads	SEWER UTILITY FUND	Sewer	9.19
	9/26/18	Pilot Pens	SEWER UTILITY FUND	Sewer	2.93
				TOTAL:	315.39
State Hygienic Laboratory	9/19/18	E-Coli Test for Sewer	SEWER UTILITY FUND	Sewer	39.00
				TOTAL:	39.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
Stemper and Associates	9/26/18	EAST ANNEX ARCHAEOLOGICAL	EAST ANNEX SAN UTI	CAPITAL PROJECTS	2,500.00	
				TOTAL:	2,500.00	
Swimming Pool Supply Co	10/04/18	(2) Diving Boards	GENERAL FUND	Pool	7,257.49	
				TOTAL:	7,257.49	
Teamsters Local 238	9/20/18	PD-UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	87.24	
	10/05/18	PD-UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	91.24	
				TOTAL:	178.48	
Treasurer State of Iowa - Sales Tax	9/17/18	AUG '18 SALES TAX	GENERAL FUND	Pool	974.00	
	9/17/18	AUG '18 WET TAX	WATER UTILITY	Water	5,817.00	
	9/17/18	AUG '18 SALES TAX	WATER UTILITY	Water	106.00	
	9/17/18	AUG '18 SALES TAX	SEWER UTILITY FUND	Sewer	349.00	
				TOTAL:	7,246.00	
Verizon Wireless	9/27/18	PD phone srvcs - 8/12 - 9/	GENERAL FUND	Police Department	416.76	
	10/04/18	Services 8/16-9/15/18	GENERAL FUND	Parks	48.00	
	10/04/18	Services 8/16-9/15/18	GENERAL FUND	Pool	33.50	
	10/04/18	Services 8/16-9/15/18	GENERAL FUND	Recreation	50.04	
	10/04/18	Services 8/16-9/15/18	GENERAL FUND	Finance	31.53	
	10/04/18	Services 8/16-9/15/18	GENERAL FUND	Zoning/Compliance/Perm	52.00	
	10/04/18	Services 8/16-9/15/18	ROAD USE TAX	Road Use Tax	61.89	
	10/04/18	Services 8/16-9/15/18	WATER UTILITY	Water	68.64	
	10/04/18	Services 8/16-9/15/18	SEWER UTILITY FUND	Sewer	60.36	
	10/04/18	Services 8/16-9/15/18	STORM WATER UTILIT	STORM WATER UTILITY	25.00	
				TOTAL:	751.72	
	Waste Solutions of IA	9/26/18	Port-A-Pot Rentals	GENERAL FUND	Parks	60.00
		9/26/18	Port-A-Pot Rentals	GENERAL FUND	Recreation	60.00
				TOTAL:	120.00	
Webspec Design	10/04/18	Oct 2018 Web Hosting	GENERAL FUND	Finance	33.34	
	10/04/18	Oct 2018 Web Hosting	WATER UTILITY	Water	33.33	
	10/04/18	Oct 2018 Web Hosting	SEWER UTILITY FUND	Sewer	33.33	
				TOTAL:	100.00	
Wellmark/BCBS of Iowa	9/20/18	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	1,429.46	
	9/20/18	PY-INSURANCE PREMIUM BCBS	ROAD USE TAX	NON-DEPARTMENTAL	234.92	
	9/26/18	Oct. 2018 Premiums	ROAD USE TAX	Road Use Tax	1,790.80	
	9/26/18	Oct. 2018 Premiums	TRUST AND AGENCY	General Government	12,734.54	
	9/20/18	PY-INSURANCE PREMIUM BCBS	WATER UTILITY	NON-DEPARTMENTAL	346.37	
	9/26/18	Oct. 2018 Premiums	WATER UTILITY	Water	2,586.71	
	9/20/18	PY-INSURANCE PREMIUM BCBS	SEWER UTILITY FUND	NON-DEPARTMENTAL	380.87	
	9/26/18	Oct. 2018 Premiums	SEWER UTILITY FUND	Sewer	2,586.71	
	9/20/18	PY-INSURANCE PREMIUM BCBS	STORM WATER UTILIT	NON-DEPARTMENTAL	35.29	
	9/26/18	Oct. 2018 Premiums	STORM WATER UTILIT	STORM WATER UTILITY	198.98	
	10/05/18	PY-INSURANCE PREMIUM BCBS	GENERAL FUND	NON-DEPARTMENTAL	1,429.45	
	10/05/18	PY-INSURANCE PREMIUM BCBS	ROAD USE TAX	NON-DEPARTMENTAL	180.13	
	10/05/18	PY-INSURANCE PREMIUM BCBS	WATER UTILITY	NON-DEPARTMENTAL	442.31	
	10/05/18	PY-INSURANCE PREMIUM BCBS	SEWER UTILITY FUND	NON-DEPARTMENTAL	294.65	
	10/05/18	PY-INSURANCE PREMIUM BCBS	STORM WATER UTILIT	NON-DEPARTMENTAL	5.67	
				TOTAL:	24,676.86	
	Wilson Bro Pest Control	9/19/18	9/5/18 Mosquito Control	STORM WATER UTILIT	STORM WATER UTILITY	1,000.00
10/04/18		9/19/18 Mosquito Control	STORM WATER UTILIT	STORM WATER UTILITY	1,000.00	

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	2,000.00
Temporary Vendo	10/04/18	Historic Valley Junction B	GENERAL FUND	Library	35.95
	10/04/18	Lib Book	GENERAL FUND	Library	28.00
	10/05/18	RIVER FARMS, LC, :,EASEMENT	EAST ANNEX SAN UTI	CAPITAL PROJECTS	1.00
				TOTAL:	64.95

**PAYROLL EXPENSES	9/13/2018 - 10/05/2018	GENERAL FUND	Police Department	45,358.71
		GENERAL FUND	Library	12,832.91
		GENERAL FUND	Parks	3,043.39
		GENERAL FUND	Island Park	2,673.07
		GENERAL FUND	Cemetery	1,398.47
		GENERAL FUND	Pool	3,674.21
		GENERAL FUND	Recreation	5,262.27
		GENERAL FUND	Finance	3,539.15
		GENERAL FUND	Zoning/Compliance/Perm	3,031.18
		ROAD USE TAX	Road Use Tax	12,877.03
		WATER UTILITY	Water	16,717.71
		SEWER UTILITY FUND	Sewer	15,329.74
		STORM WATER UTILIT	STORM WATER UTILITY	1,305.18
			TOTAL:	127,043.02

===== FUND TOTALS =====

001	GENERAL FUND	169,350.52
110	ROAD USE TAX	44,668.45
112	TRUST AND AGENCY	28,040.86
317	INDUSTRIAL PARK PROJECT	1,019.00
321	FIRE EQUIP UPGRADE	3,801.00
330	STORMWATER UTIL IMPROV P1	122,683.60
331	WATER UTIL IMPROV P1	2,750.00
332	NEW WATER TREATMENT PLANT	236,705.00
334	EAST ANNEX SAN UTIL EXT	104,653.21
600	WATER UTILITY	68,683.36
610	SEWER UTILITY FUND	37,366.61
615	STORM WATER UTILITY	7,604.36
670	GARBAGE/RECYCLING UTILITY	25,270.00
950	OAKDALE PRIDE	609.22
951	FRIENDS/FOUNDATION	688.54
954	KINNICK FELLER MONUMENT	2,285.44

	GRAND TOTAL:	856,179.17

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-ADEL
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 9/13/2018 THRU 10/05/2018
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 9/13/2018 THRU 10/05/2018

PRINT OPTIONS

PRINT DATE: Item Date
SEQUENCE: By Vendor Name
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

	Balance 9-1-18	RECEIPTS	TRANSFERS IN	DISBURSEMENTS	TRANSFERS OUT	Accounts Payable	BALANCE 9-30-18
General Funds							
General	831,901.52	115,738.82	1,089.47	172,925.83			775,804.18
Nile Kinnick Fund	9,874.50	120.00					9,994.50
SPEC RESERVE	483,213.86	543.48					483,757.34
Emergency Levy	14,746.46	2,349.09					17,095.55
Police Academy	8,625.17						8,625.17
Police cops fast	10.00						10.00
Island Park Improvements	1,050.12	247.00					1,297.12
Fire	8,334.94						8,334.94
Refunds	28,307.08						28,307.08
CP - Fire Equipment Upgrade	4,186.14						4,186.14
CP - Capital Improvement Park	2,166.57	494.00					2,660.57
CP - Industrial Park	161,267.31						161,267.31
Donations - Rec	2,708.00						2,708.00
Oakdale Pride	555.53			609.22			(53.69)
Friends/Foundation	24,998.95			1,471.52			23,527.43
Historic Pres Plaques	75.00						75.00
Kinnick Feller Monument		2,495.37		2,285.44			209.93
Total	1,582,021.15	121,987.76	1,089.47	177,291.81	-	-	1,527,806.57
Special Revenue Funds							
Road Use Tax	303,114.00	53,418.96		42,787.12			313,745.84
Urban Renewal Tax Increment	43,440.29	36,862.99					80,103.28
Employee Benefits/HRA	(28,216.84)	31,351.11		32,864.50			(29,730.23)
LOST FUNDS	469,552.73	56,724.67					526,277.40
Library Memorial	7,405.41	180.00					7,585.41
Police DARE	586.10						586.10
Historical Museum	16.00						16.00
POLICE FORFEITURE FUND	236.20						236.20
Total	796,133.89	178,337.73	-	75,651.62	-	-	898,820.00
Capital Project Funds							
CP - Brownfield Project	2,359.33						2,359.33
CP - 2008 Flood Repair	2,949.18						2,949.18
CP - 2010 St Project	2,691.86						2,691.86
CP - Sidewalk Project	(16,043.00)						(16,043.00)
CP - 2006 Street Improvement	(10,483.83)						(10,483.83)
DS - 2002 Street	29,425.00	17.00					29,442.00
2010 Brick St Spec Assess	18,571.73	1,182.00					19,753.73
Adel Brick Streets 2017	451,125.51						451,125.51
2017 Brick St Spec Assess	108,608.19	4,857.23					113,465.42
Adel Hwy 169 Improv	(51,792.90)			18,086.62			(69,879.52)
2018 Adel Street Resurf	-			20,760.00			(20,760.00)
Total	537,411.07	6,056.23	-	38,846.62	-	-	504,620.68
Debt Service Fund							
Debt Service-Property Tax	44,925.18	19,731.96					64,657.14
	44,925.18	19,731.96					64,657.14
Internal Service Funds							
Flex Plan	(4,836.15)	1,389.32		224.32			(3,671.15)
CP - Building Maintenance	41,840.51						41,840.51
	37,004.36	1,389.32		224.32			38,169.36
Enterprise Funds							
Water	109,240.68	63,378.42		66,546.00	589.44		105,483.66
Sinking Bond & Interest	13,540.80	6,944.80					20,485.60
Improvement	699,645.49	28,999.28					728,644.77
Bond Reserve	87,237.50						87,237.50
CWI	152,964.28	21,864.35					174,828.63
Water Deposits	126,024.42	3,600.00		951.68			128,672.74
CP - Water Upgrades	40,586.30			15,842.75			24,743.55
CP - New Water Treatment Plant	-			237,475.00			(237,475.00)
CP - Water Utility Improvements - P	(311,481.61)			15,175.00			(326,656.61)
Sewer	202,700.26	51,561.34		38,767.25			217,494.35
USDA #1 Bond Reserve	2,471.00	353.00					2,824.00
USDA #1 Short Lived Asset Reserv	11,666.68	833.34					12,500.02
Improvement	475,178.75	27,136.10					502,314.85
CSI	153,974.98	21,701.81		3,524.00			172,152.79
CP - Sewer Upgrades	167,079.43						167,079.43
CP - East Annex Sanitary Utility Ext	(57,628.47)			220,479.21	73.00		(278,180.68)
CP - New Wastewater Treatment Pl	(51,858.75)			5,265.00			(57,123.75)
Storm Water	196,287.28	11,440.46		14,337.57	427.03		192,983.14
CSWI	87,081.93	11,745.54		1,515.80			97,311.67
CP - Storm Water Upgrade	50,902.03						50,902.03
CP - Stormwater Utility Improvement	(11,348.00)	153,806.10		148,913.10			(6,455.00)
Garbage / Recycling	102,736.52	26,971.52		25,270.00			104,438.04
	2,247,001.50	430,336.06		792,062.36	1,089.47		1,884,185.73
Total	5,244,497.15	757,839.06	1,089.47	1,084,076.73	1,089.47	-	4,918,259.48
CASH							
Certificate of Deposit - RVB	100,000.00						
Peoples Bank Balance	4,183,682.63						
Peoples Bank - Mainstreet Project	451,120.21						
Peoples Bank - Storm Water Project	117,723.30						
Wells Fargo Balance	370,893.12						
IPAIT	369,518.16						
Total CIB	5,592,937.42	Outstanding (674,677.94)		Total 4,918,259.48			

CITY OF ADEL
MONTH TO DATE TREASURERS REPORT
AS OF: SEPTEMBER 30TH, 2018

FUND	BEGINNING CASH BALANCE	MTD REVENUES	MTD EXPENSES	ACCOUNTS PAYABLE	ENDING CASH BALANCE	TOTAL INVESTMENTS	TOTAL CASH & INVESTMENTS
GENERAL FUND	841,604.84	116,948.29	172,925.63	0.00	785,627.50	0.00	785,627.50
SPECIAL RESERVE TRANSFER	483,213.86	543.48	0.00	0.00	483,757.34	0.00	483,757.34
ROAD USE TAX	303,114.00	53,418.96	42,787.12	0.00	313,745.84	0.00	313,745.84
TRUST AND AGENCY	165,443.09	39,116.52	34,040.50	0.00	170,519.11	0.00	170,519.11
TIF	43,440.29	36,662.99	0.00	0.00	80,103.28	0.00	80,103.28
2010 BRICK ST SPEC ASSES	18,571.73	1,182.00	0.00	0.00	19,753.73	0.00	19,753.73
2002 ST/UTIL-SPEC ASSESS	29,425.00	17.00	0.00	0.00	29,442.00	0.00	29,442.00
2017 BRICK ST SPEC ASSESS	108,608.19	4,857.23	0.00	0.00	113,465.42	0.00	113,465.42
DEBT SERVICE	44,925.18	19,731.96	0.00	0.00	64,657.14	0.00	64,657.14
CAPITAL IMPRV BLDG MAINT	41,840.51	0.00	0.00	0.00	41,840.51	0.00	41,840.51
WATER UPGRADE FUND	40,586.30	0.00	15,842.75	0.00	24,743.55	0.00	24,743.55
SEWER UPGRADE FUND	167,079.43	0.00	0.00	0.00	167,079.43	0.00	167,079.43
2006 STREET IMP PROJECT	(10,483.83)	0.00	0.00	0.00 (	10,483.83)	0.00 (	10,483.83)
BROWNFIELD PROJECT	2,359.33	0.00	0.00	0.00	2,359.33	0.00	2,359.33
STORM SEWER PROJECT	50,902.03	0.00	0.00	0.00	50,902.03	0.00	50,902.03
2008 FLOOD REPAIR PROJEC	2,949.18	0.00	0.00	0.00	2,949.18	0.00	2,949.18
2010 STREET PROJECT	2,691.86	0.00	0.00	0.00	2,691.86	0.00	2,691.86
SIDEWALK PROJECT	(16,043.00)	0.00	0.00	0.00 (	16,043.00)	0.00 (	16,043.00)
INDUSTRIAL PARK PROJECT	161,267.31	0.00	0.00	0.00	161,267.31	0.00	161,267.31
FIRE EQUIP UPGRADE	4,186.14	0.00	0.00	0.00	4,186.14	0.00	4,186.14
CAPITAL IMPROV-PARKS	2,166.57	494.00	0.00	0.00	2,660.57	0.00	2,660.57
LOST FUNDS - AQUATIC CEN	469,552.73	56,724.67	0.00	0.00	526,277.40	0.00	526,277.40
ADEL BRICK STREETS 2017	451,125.51	0.00	0.00	0.00	451,125.51	0.00	451,125.51
STORMWATER UTIL IMPROV P1	(11,348.00)	153,806.10	148,913.10	0.00 (	6,455.00)	0.00 (	6,455.00)
WATER UTIL IMPROV P1	(311,481.61)	0.00	15,175.00	0.00 (	326,656.61)	0.00 (	326,656.61)
NEW WATER TREATMENT PLANT	0.00	0.00	237,475.00	0.00 (	237,475.00)	0.00 (	237,475.00)
NEW WASTEWTR TRMNT PLNT	(51,858.75)	0.00	5,265.00	0.00 (	57,123.75)	0.00 (	57,123.75)
EAST ANNEX SAN UTIL EXT	(57,628.47)	0.00	220,552.21	0.00 (	278,180.68)	0.00 (	278,180.68)
ADEL HWY 169 IMPROV	(51,792.90)	0.00	18,086.62	0.00 (	69,879.52)	0.00 (	69,879.52)
2018 ADEL STREET RESURF	0.00	0.00	20,760.00	0.00 (	20,760.00)	0.00 (	20,760.00)
WATER UTILITY	1,062,356.40	121,186.85	67,135.44	0.00	1,116,407.81	0.00	1,116,407.81
SEWER UTILITY FUND	845,986.62	101,585.59	40,291.25	0.00	907,280.96	0.00	907,280.96
STORM WATER UTILITY	283,365.53	23,186.00	16,280.40	0.00	290,271.13	0.00	290,271.13
GARBAGE/RECYCLING UTILITY	102,742.60	26,971.52	25,270.00	0.00	104,444.12	0.00	104,444.12
OAKDALE PRIDE	555.53	0.00	609.22	0.00 (	53.69)	0.00 (	53.69)
FRIENDS/FOUNDATION	24,998.95	0.00	1,471.52	0.00	23,527.43	0.00	23,527.43
HISTORIC PRES PLAQUES	75.00	0.00	0.00	0.00	75.00	0.00	75.00
KINNICK FELLER MONUMENT	0.00	2,495.37	2,285.44	0.00	209.93	0.00	209.93
GRAND TOTAL	5,244,497.15	758,928.53	1,085,166.20	0.00	4,918,259.48	0.00	4,918,259.48

*** END OF REPORT ***

CITY OF ADEL
 STATEMENT OF REVENUES - BUDGET VS. ACTUAL
 AS OF: SEPTEMBER 30TH, 2018

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
001-GENERAL FUND	2,241,706	2,241,706	116,948.29	366,642.98	389,379.50	1,875,063.02	83.64
002-SPECIAL RESERVE TRANS	20,000	20,000	543.48	1,556.32	604.21	18,443.68	92.22
110-ROAD USE TAX	483,299	483,299	53,418.96	244,122.03	145,143.61	239,176.97	49.49
112-TRUST AND AGENCY	587,242	587,242	39,116.52	54,720.56	50,161.60	532,521.44	90.68
125-TIF	641,069	641,069	36,662.99	42,455.92	46,411.58	598,613.08	93.38
133-2010 BRICK SPEC ASSES	1,766	1,766	1,182.00	1,182.00	226.00	584.00	33.07
134-2002 ST/UTIL-SPEC ASS	3,171	3,171	17.00	17.00	549.00	3,154.00	99.46
135-2017 BRICK ST SPEC AS	18,466	18,466	4,857.23	6,396.30	0.00	12,069.70	65.36
200-DEBT SERVICE	975,977	975,977	19,731.96	22,049.66	27,435.07	953,927.34	97.74
305-2006 STREET IMP PROJE	0	0	0.00	0.00	672.00	0.00	0.00
317-INDUSTRIAL PARK PROJE	138,549	138,549	0.00	0.00	0.00	138,549.00	100.00
322-CAPITAL IMPROV-PARKS	55,000	55,000	494.00	1,648.00	2,376.00	53,352.00	97.00
324-LOST FUNDS - AQUATIC	600,000	600,000	56,724.67	153,898.38	115,913.55	446,101.62	74.35
329-ADEL BRICK STREETS 20	0	0	0.00	0.00	834,316.98	0.00	0.00
330-STORMWATER UTIL IMPRO	0	0	153,806.10	497,605.99	0.00	497,605.99	0.00
331-WATER UTIL IMPROV PI	425,000	425,000	0.00	0.00	0.00	425,000.00	100.00
332-NEW WATER TREATMENT P	2,545,000	2,545,000	0.00	140,879.40	0.00	2,404,120.60	94.46
333-NEW WASTEWTR TRIMNT P	200,000	200,000	0.00	0.00	0.00	200,000.00	100.00
334-EAST ANNEX SAN UTIL E	6,935,000	6,935,000	0.00	73,191.50	0.00	6,861,808.50	98.94
600-WATER UTILITY	1,107,371	1,107,371	121,186.85	365,250.59	297,384.45	742,120.41	67.02
610-SEWER UTILITY FUND	948,462	948,462	101,585.59	318,348.67	294,586.99	630,113.33	66.44
615-STORM WATER UTILITY	258,562	258,562	23,186.00	71,124.47	46,178.75	187,437.53	72.49
670-GARBAGE/RECYCLING UTI	347,000	347,000	26,971.52	82,176.18	76,092.95	264,823.82	76.32
950-OAKDALE PRIDE	0	0	0.00	0.00	2,648.83	0.00	0.00
951-FRIENDS/FOUNDATION	0	0	0.00	12,000.00	33,000.00	12,000.00	0.00
954-KINNICK FELLER MONUME	0	0	2,495.37	2,495.37	0.00	2,495.37	0.00
TOTAL REVENUES	18,532,640	18,532,640	758,928.53	2,457,761.32	2,363,081.07	16,074,878.68	86.74

STATEMENT OF EXPENDITURES - BUDGET vs ACTUAL
AS OF: SEPTEMBER 30TH, 2018

EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXP.+ ENCUMB.	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
001-GENERAL FUND	2,207,713	2,207,713	172,925.63	620,562.72	637,218.77	1,587,150.28	71.89
002-SPECIAL RESERVE TRANS	61,673	61,673	0.00	0.00	0.00	61,673.00	100.00
110-ROAD USE TAX	510,674	510,674	42,787.12	188,185.03	88,840.67	322,488.97	63.15
112-TRUST AND AGENCY	572,000	572,000	34,040.50	113,393.88	99,639.72	458,606.12	80.18
125-TIF	641,069	641,069	0.00	0.00	0.00	641,069.00	100.00
133-2010 BRICK SPEC ASSES	1,766	1,766	0.00	0.00	0.00	1,766.00	100.00
134-2002 ST/UTIL-SPEC ASS	3,171	3,171	0.00	0.00	0.00	3,171.00	100.00
135-2017 BRICK ST SPEC AS	18,466	18,466	0.00	0.00	0.00	18,466.00	100.00
200-DEBT SERVICE	968,168	968,168	0.00	0.00	250.00	968,168.00	100.00
302-WATER UPGRADE FUND	0	0	15,842.75	22,665.36	0.00	(22,665.36)	0.00
317-INDUSTRIAL PARK PROJE	138,549	138,549	0.00	7,508.00	13,364.00	131,041.00	94.58
321-FIRE EQUIP UPGRADE	0	0	0.00	10,130.00	7,816.00	(10,130.00)	0.00
322-CAPITAL IMPROV-PARKS	55,000	55,000	0.00	0.00	0.00	55,000.00	100.00
324-LOST FUNDS - AQUATIC	457,888	457,888	0.00	0.00	30,000.00	457,888.00	100.00
328-FIRE TRUCK 2014	2,285	2,285	0.00	0.00	1,536.38	2,285.00	100.00
329-ADEL BRICK STREETS 20	0	0	0.00	0.00	1,714,982.84	0.00	0.00
330-STORMWATER UTIL IMPRO	0	0	148,913.10	502,560.99	62,730.19	(502,560.99)	0.00
331-WATER UTIL IMPROV P1	425,000	425,000	15,175.00	18,775.00	99,844.00	406,225.00	95.58
332-NEW WATER TREATMENT P	2,545,000	2,545,000	237,475.00	237,475.00	26,133.00	2,307,525.00	90.67
333-NEW WASTEWTR TRTMNT P	200,000	200,000	5,265.00	5,265.00	2,457.50	194,735.00	97.37
334-EAST ANNEX SAN UTIL E	6,935,000	6,935,000	220,552.21	277,330.18	27,685.00	6,657,669.82	96.00
335-ADEL HWY 169 IMPROV	0	0	18,086.62	69,879.52	0.00	(69,879.52)	0.00
336-2018 ADEL STREET RESU	0	0	20,760.00	20,760.00	0.00	(20,760.00)	0.00
600-WATER UTILITY	959,503	959,503	67,135.44	214,423.36	156,052.06	745,079.64	77.65
610-SEWER UTILITY FUND	746,563	746,563	40,291.25	302,280.14	118,953.29	444,282.86	59.51
615-STORM WATER UTILITY	212,489	212,489	16,280.40	48,929.39	15,136.36	163,559.61	76.97
670-GARBAGE/RECYCLING UTI	351,000	351,000	25,270.00	79,268.40	69,395.16	271,731.60	77.42
950-OAKDALE PRIDE	0	0	609.22	609.22	5,455.35	(609.22)	0.00
951-FRIENDS/FOUNDATION	0	0	1,471.52	4,630.52	6,817.59	(4,630.52)	0.00
952-HISTORIC PRES PLAQUES	0	0	0.00	2,165.00	0.00	(2,165.00)	0.00
953-ROTARY BIKE RACK	0	0	0.00	3,212.00	0.00	(3,212.00)	0.00
954-KINNICK FELLER MONUME	0	0	2,285.44	2,285.44	0.00	(2,285.44)	0.00
TOTAL EXPENDITURES	18,012,977	18,012,977	1,085,166.20	2,752,294.15	3,184,307.88	15,260,682.85	84.72
REVENUE OVER/(UNDER) EXPENDITURES	519,663	519,663	(326,237.67)	(294,532.83)	(821,226.81)	814,195.83	3,388.81-



AHLERS COONEY
ATTORNEYS

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

September 26, 2018

CITY OF ADEL, IOWA
CITY ADMINISTRATOR
P.O. BOX 248
301 S. TENTH STREET
ADEL, IA 50003

Invoice #: 752725
Client #: 10113
Billing Attorney: KRS

INVOICE SUMMARY

RE: ADEL, IOWA; CITY OF

For professional services rendered and costs advanced through September 19, 2018:

MATTER #	MATTER DESCRIPTION	FEES	COSTS	TOTAL
1000	GENERAL CITY ATTORNEY SERVICES	1,496.00	.00	1,496.00
1001	DEVELOPMENT / ZONING MATTERS	74.80	.00	74.80
1002	MEETING ATTENDANCE AND TRAVEL	840.00	41.42	881.42
1003	MEETING AGENDA / PACKET REVIEW	187.00	.00	187.00
1005	KINNICK FELLER PARK LEASE	93.50	.00	93.50
TOTAL		2,691.30	41.42	2,732.72

TOTAL THIS INVOICE \$ 2,732.72

Trust Funds Held on Account \$ 8,818.14

Finance \$1,517.22
 War \$ 458.15
 Police \$ 299.20
 UT \$ 359.85
 Planning \$ 74.80
 Parks \$ 93.50

 \$ 2,732.72

Adel Family Aquatic Center 2018 Year-End Report



October 2018

A. Introduction

The 2018 swimming season marked the 5th full swimming season (6th overall) at the Adel Family Aquatic Center. The season began May 28th and closed to the public on August 19th. The following is an overview of the season's operations and how it compares to the previous years' operations. These numbers reflect records for the season unless labeled for the fiscal year.

B. Pool History

The Adel Family Aquatic Center opened July 4th, 2013. Construction on the facility began in August of 2012 with a Groundbreaking Ceremony. The facility is nearly 300,000 gallons of swimming area, a 1-meter and 3-meter diving board, 2 water slides, zero-depth entry area, lily-pads, and a splash pad area. Other features include pool heaters, full concession stand, and an irrigation system for the grounds.

C. Adel Family Aquatic Center Hours

6:00am-8:00am	Lap Swimming
10:00am – Noon	Swimming Lessons: 2-week sessions
6:00pm-8:00pm	Swimming Lessons: 2-week sessions
12:30pm – 5:00pm	Open Swim
5:00pm – 6:00pm	Family Swim or Swim Lesson Time
6:00pm – 8:30pm	Open Swim

D. Fees & Admission

Miscellaneous Fees

Red Cross Lessons	\$40.00 per session
Private Lessons	\$60.00 per session
Pool Rentals	\$100.00 per hour
Parent-Tot Class	\$30.00 per session

2018 Pool Season Fees

Hours: Open Daily 12:30 - 5:00 p.m. & 6:00 - 8:30p.m. Family Swim Daily 5:00-6:00 p.m. unless during a swim lesson session.

Daily Admission Fees

Ages (3-54)	\$6.00
Child (0-2)	\$2.00
Ages (54+)	\$5.00

Season Pass Fees (Season Passes will be valid for use at both pool facilities)

Family Pass Resident and Non-Resident	\$160.00/\$195.00
Single Pass Resident and Non-Resident	\$80.00/\$90.00
Daily Family Pass Resident and Non-Resident	\$15.00
Red Cross Swim Lessons - Group	\$40.00
Red Cross Swim Lessons - Private	\$60.00

Adel Family Aquatic Center Closing Policy: The facility will close for the following reasons:

When the weather falls below 65 degrees, when there are less than 25 patrons in the pool for an extended period of time, when lightning is present, and safety hazards such as fecal accidents, etc.

E. 2018 Pool Staff

Anthony Brown, City Administrator

Nick Schenck (515) 993-4525
Director, Parks and Recreation Cell phone: (515) 202-8365

Kylie Brandt (515) 993-4525
Aquatics/Recreation Supervisor Cell phone: (515) 204-7678

Pool Managers

Natalie Lounsbury – 1st year manager (5th year overall employee)

Carter Coppinger – 1st year manager (4rd year overall employee)

<u>NAME</u>	<u>POSITION</u>	<u>YEAR</u>
Natalie Lounsbury	Manager	5 th
Carter Coppinger	Manager	4 th
Gage Fuller	Head Lifeguard	4 th
Davis Coppinger	Head Lifeguard	4 th
Jillian Hofmann	Head Lifeguard	3 rd
Mackenzie Fuller	Lifeguard	5 th
Ethan Meyer	Lifeguard	3 rd
Gavin O'Steen	Lifeguard	3 rd
Nolan Harsh	Lifeguard	3 rd
Mikayla Klein	Lifeguard	2 nd
Daelynn Coppinger	Lifeguard	2 nd
Bryce Green	Lifeguard	2 nd
Brad Freiermuth	Lifeguard	2 nd
Kam Majewski	Lifeguard	2 nd
Josi Lonneman	Lifeguard	2 nd
Caden Mager	Lifeguard	2 nd
Justin Schumacher	Lifeguard	2 nd
Owen Jones	Lifeguard	2 nd
Cody Anderson	Lifeguard	2 nd
Delaney Bertman	Lifeguard	2 nd
Steven Dobrynski	Lifeguard	2 nd
Zach Fuller	Lifeguard	2 nd
Jaxson Millsap	Lifeguard	2 nd
Thomas Boorn	Lifeguard	2 nd
Zach Ferguson	Lifeguard	2 nd
Kaisha Christianson	Lifeguard	1 st
Noah Kahler	Lifeguard	1 st
Chase Anderson	Lifeguard	1 st
Elizabeth Lohmann	Lifeguard	1 st
Emily Ahrens	Lifeguard	1 st
Anna West	Lifeguard	1 st
Haley Vaughn	Lifeguard	1 st
Belle Brittain	Lifeguard	1 st
Chaney Lounsbury	Lifeguard	1 st
Nathan Royer	Lifeguard	1 st
Inaya Karajica	Lifeguard	1 st
Delfina Minura	Lifeguard	1 st
Natalie Davis	Lifeguard	1 st
Abigail Herrick	Lifeguard	1 st
Braeden Hegarty	Lifeguard	1 st

Maintenance / CPO

Chuck Bandy, CPO

(515) 993-3812
Cell: (515) 202-4913

Jordon Altenhofen, CPO

(515) 993-3812
Cell: (515) 518-7395

F. Employee Pay Scale

Managers	\$12.00 - \$12.50
Water Safety Instructor (WSI) 1 st yr	\$10.00
Water Safety Instructor (WSI) 2 nd yr	\$10.50
Water Safety Instructor (WSI) 3 rd yr	\$11.00
Certified Lifeguards 1 st yr	\$9.00
Certified Lifeguards 2 nd yr	\$9.50
Certified Lifeguards 3 rd yr	\$10.00
Front Desk Cashiers	\$8.50
Concession Workers	\$8.50

G. Season Length

	2013	2014	2015	2016	2017	2018
Scheduled Days	77	83	79	73	80	83
Days Open	75	78	77	73	78	79

H. Attendance

	2013	2014	2015	2016	2017	2018	
Afternoon Swim	10,863	16,483	23,652	25,169	32,289	29,731	
Adult/Evening Swim	1,134	2,065	2,530	1,789	1,880	1,556	
Total Open Swim	11,997	18,548	26,182	26,958	34,169	31,287	9.5% decrease
Opening Day	101	153	0	121	539	629	
Opening Week	1,816	1,475	679	2,965	4,074	3,146	
Last Day	20	63	524	281	217	358	
Last Week	241	994	3,268	2,431	798	1,226	
Best Day Att.							
May	-	-	-	-	539	1006	
June	276	543	700	632	830	841	
July	185	506	898	739	926	640	
August	119	400	574	609	545	841	
Average Daily Att.	2013	2014	2015	2016	2017	2018	
	-	-	340	369	438	396	10% decrease

I. Program Participation

	2013	2014	2015	2016	2017	2018	
Private Lessons	107	47	70	53	55	49	
Red Cross Lessons							
Session 1	30	64	109	122	101	119	
Session 2	32	104	103	79	91	103	
Session 3	30	61	76	75	83	86	
Total	92	276	358	329	275	308	11% increase
Parent/Tot class	4	10	10	10	32	20	
						2 classes	

K. Pool Revenues

	2013	2014	2015	2016	2017	2018	
2 - Passes Sold							
Family (Resident)	124	219	577	377	452	364	20% decrease
(Non-Resident)	8	114	27	33	61	22	
Single (Resident)	47	23	11	16	51	44	
(Non-Resident)	3	16	17	4	8	0	
Pass Income	22,070.00	\$53,065.00	\$94,088.85	\$64,235.00	\$89,351.53	\$73,350.00	18% decrease
3 - Daily Adm.							
Adult 3-54 yrs.	\$22,074.00	\$17,871.00	\$9,768.00	\$20,626.00	\$18,814.00	\$23,893.00	22% increase
Family Pass-daily	-	-	-	\$30,672.85	\$22,515.00	\$34,155.00	35% increase
Kid 0-2	\$266.00	\$232.00	\$353.00	\$310.00	\$460.00	\$545.00	16% increase
Senior 55+	\$354.00	\$202.00	\$345.00	\$517.00	\$1,168.00	\$1,372.00	15% increase
Income	\$ 22,694.00	\$18,305.00	\$10,466.00	\$52,125.85	\$42,957.00	\$59,965.00	29% increase
4 - Lessons/Programs							
Income	\$10,100.00	\$11,980.00	\$18,520.00	\$15,240.00	\$14,710.00	\$14,940.00	
5 - Pool Rentals							
Income	\$652.00	\$500.00	\$2,425.00	\$1,423.00	\$4,000.00	\$4,260.00	7% increase
						12 private parties	
6 - Concessions							
Income	\$15,961.00	\$21,533.85	\$25,603.00	\$26,115.29	\$28,060.90	\$28,626.60	
Season Revenues=	\$93,987.00	\$105,403.85	\$151,102.85	\$159,139.14	\$179,079.43	\$181,141.00	2.2% increase

L. FYE Pool Expenses/Revenues/Tax Support

	2013	2014	2015	2016	2017	2018
Pool Season Revenues	\$93,987.00	\$146,848.94	\$152,260.55	\$159,139.14	\$179,079.43	\$181,141.00
Pool Season Expenses	\$99,256.13	\$156,585.80	\$163,285.34	\$167,639.20	\$189,298.28	\$209,116.40
Tax Support	(-\$5,269.13)	(-\$9,736.86)	(-\$11,024.79)	(-\$8,500.06)	(-\$10,218.85)	(-\$27,975.40)

part of new
position's salary +
larger staff

N. Pool Chemicals Used

	2013	2014	2015	2016	2017	2018
Liquid Chlorine (Gal.)	3,638	2,300	2,124	2,196	2,564	2,712
Acid (Gal.)	755	595	728	735	703	965
Granular Chlorine (lb)	300	100	0	0	100	100
Stabilizer (lb)	100	200	200	300 lbs	200	300
Algeacide (Gal.)	-	-	12	8	10	8

O. Pool Accidents/Rescues

	2013	2014	2015	2016	2017	2018
Minor Injuries	4	13	13	8	5	4
Guard Rescues	2	5	5	4	3	4

2018 Highlights-Adel Family Aquatic Center

- Held the first Boat Race, Boat Regatta.
- Had a record number of dogs at the Annual Dog Swim. (58)
- Hosted the ADM High School Football team for a team building outing in August.
- Hosted 12 private parties.
- Had the busiest day ever in 6 years with over 1,000 attendance over Memorial weekend on May 27th.

Recommendations for 2019 Aquatic Center:

-Increase Family Daily pass to \$20.00 instead of \$15.00

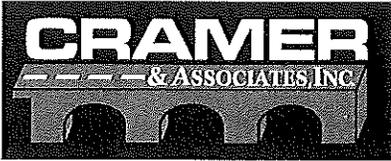
This should increase revenue over \$11,400.00

-Continue to hire more guards. Overall Expense does go up, but makes the season run so much better. We hired 10 more guards in 2018 compared to 2017. Part-time wages were up \$25,655.00 and Full-Time wages were up \$2,722.37 for Kylie's salary.

-Continue Dog Swim and Boat Regatta.

-Add 3rd Parent-Tot class instead of having two classes.

-Review Concession prices for 2019 season.



Cramer & Associates, Inc

3100 SW Brookside Drive

Grimes, Iowa 50111

Phone: 515-265-1447 Fax: 515-265-0834

www.cramerandassociatesinc.com

September 11, 2018

Adel City Council
Adel, Iowa

RE: Designating Southbridge Plat 3 as an Urban Renewal Area

Dear City of Adel:

I am requesting that you designate the entire Southbridge Plat 3 plus the adjacent right-of-ways (the portions of IA 169, 302nd Place, and Old Portland Road adjacent to Southbridge Plat 3) as an Urban Renewal Area.

In addition, I request that you designate a portion of Southbridge Plat 3, the commercial area which is called Southbridge Commons, as a TIF District. I propose that the City and I enter into a Developer's Agreement according to the following guidelines. These terms are all negotiable. I want this to be a win-win for the City, future businesses in this TIF District, and for Cramer and Associates, Inc. With that in mind, here is what I suggest:

1. The entity entering into the Developer's Agreement with the City is Cramer and Associates, Inc. (CAI, address above). I, Robert Cramer, am the signatory for CAI.
2. The attached layout shows the revised Southbridge Plat 3 and adjacent streets. Legal descriptions will be provided once the concepts of the plan are approved.
3. CAI will construct the infrastructure needed to support the development of Southbridge Plat 3. Stage 1 will include the entire site grading, storm sewer, sanitary sewer, water, electricity, and paving for the streets shown in bold print on the Plat 3 drawings. All the details for this infrastructure are in the Construction Drawings which are currently being reviewed by McClure Engineering on behalf of the City. Stage 2 will complete the streets in Plat 3 and extend the utilities to the remaining lots in Plat 3. The cost of the infrastructure construction is estimated at \$3.26 million. It is estimated that \$2.1 million of this is directly supporting the commercial portion of Plat 3. Stage 1 construction is starting right away and will be complete by May 1, 2019.
4. I put together the attached spreadsheet to show in a transparent way how I arrived at the numbers. Lots 24 through 37 are the commercial portion of Southbridge Plat 3. This portion will be called Southbridge Commons

and it is this portion I am requesting be made into a TIF District. I am leaving out the residential portion of the development. Only the commercial lots will be eligible for a TIF rebate. I am also leaving out Lots 21 through 23 until we know what those are going to be. They could be eligible for a future TIF District if the City wanted to attract certain businesses there at that time.

I listed each lot and estimated a building size and a building value for each one. I then calculated the tax for each one based on those assessments and using today's tax rates, roll backs, etc. I am requesting a 75% TIF Rebate for 15 years and I'll explain why below. The light blue column on the far right of the top section (and carried down to the far left of the middle section) calculates the annual TIF Rebate for each lot at 75%. I then estimated when each business will come on line in the next 7 years and I calculated how many of the years of the 15 year TIF Rebate would be remaining. The green column calculates the total TIF collected for each lot# times the number of years in the program. It shows about \$8.2 million could be collected.

The pink column shows how much taxes are being collected outside of the 75% TIF Fund. The debt service taxes plus the other 25% of the TIF total about \$5.5 million over 15 years.

The next column shows how much these businesses could have saved in abated taxes under the City's current Commercial Abatement program. In the TIF District, the Abatement will not be allowed. But that influenced my next calculation.

The gray area on the spreadsheet shows how I calculated the maximum amount of TIF that could be rebated to CAI. Instead of allowing CAI to be rebated the entire 75% TIF Fund, which is estimated at \$8.2 million in the green column, I am proposing that the Maximum Allowable Rebate be 50% of the TIF Fund plus \$936,000 of infrastructure improvements for a total of \$5,066,000. I selected 50% of the TIF Fund to use as incentive in bringing the businesses to Adel. As you compare the 50% TIF column to the 5-year abatement column, you can see that I would be getting a little more money to use as incentive than what the 5-year abatement program would do. I made the assumption that each business would want at least the same as the 5-year abatement plus some additional incentive. I then added three infrastructure improvements that would benefit the City, the development, and the neighbors to the development.

This is a win-win-win. With no upfront cost to the City, the results are:

- CAI is investing \$2.1 million in the infrastructure for Southbridge Commons.

- There is money in the pot to entice businesses to come to Adel,
- There is money to further improve the area, and
- CAI knows that, with the incentives, there is a much better chance of selling the lots. (I have had two national chain stores take a hard look at Southbridge in the last 6 months only to decide there were not enough roof tops in Adel to turn a profit soon enough. I asked the most recent one if a significant tax rebate would have made the difference. He said yes, but he is already moving forward in another surrounding community. His broker believes the tax incentive will help him find some other national or regional retailers to come to Adel.)
- The total tax rebate is capped at \$5,066,000 which covers both the 3 infrastructure improvements listed and the incentives necessary to bring businesses to Adel. No additional incentives will be requested for this portion of the Southbridge Development.

The other number the City (and County and School) should look at is the amount of new taxes that will be collected in spite of the amount rebated by the TIF Program. Not only will those three entities collect the pink column total, \$5.5 million, they will also collect the difference between the green TIF column, \$8.26 million, and the Maximum TIF Rebate, \$5.06 million, or \$3.2 million. Combined, that's over \$8.7 million collected in the next 15 years. After 15 years, it is estimated that over \$1.3 million will be collected each year.

The reason the 75% TIF rate and the 15 years are important is that it gives me a better shot at actually getting the Maximum TIF Rebate needed. The buildings might not go in as quickly as shown or they might not be assessed as high. The City has no risk since less taxes are rebated if Southbridge under-performs and the Maximum TIF Rebate is the most that will be rebated even if Southbridge over-performs. The 15 year time period helps with my risk by giving me more time to get businesses in there and on the tax rolls.

Lastly, the second page of the spreadsheet shows the multi-family residential lots and their projected assessments. The developer of those units hopes to have 50% of the buildings built during the 3-year graduated abatement program. You can see the tax dollars that will come on the rolls with that part of the development as well.

Please let me know what I can do to help make this plan a reality.

Thanks,



SOUTHBRIDGE, PLAT 3 PROPOSED TIF PLAN

REVISION DATE:

9/11/2018

ADEL, IA

DEVELOPER VERSION

TOTAL YEARS OF TIF: 15
 % OF TIF CAPTURE: 75%

COMMERCIAL LOTS

LOT #	TYPE	LOT SIZE (SF)	UNIT PRICE	EXTENSION	BLDG SIZE (SF)	UNIT PRICE	EXTENSION	BLDG + LAND	FULL MILLAGE RATE	DEBT MILLAGE RATE	ROLLBACK %	FULL ANNUAL TAX AMT	DEBT ANNUAL TAX AMT	TIF CAPTURE 75%
24	RETAIL	55,952	\$3.95	\$221,010	10,000	\$200.00	\$2,000,000	\$2,221,010	\$37.50	\$7.50	90.0%	\$74,959	\$14,992	\$44,975
25	RETAIL	69,356	\$3.95	\$273,956	18,000	\$185.00	\$3,330,000	\$3,603,956	\$37.50	\$7.50	90.0%	\$121,634	\$24,327	\$72,980
26	STAND ALONE	64,872	\$4.95	\$321,116	12,000	\$180.00	\$2,160,000	\$2,481,116	\$37.50	\$7.50	90.0%	\$83,738	\$16,748	\$50,243
27	STAND ALONE	66,551	\$4.95	\$329,427	12,000	\$250.00	\$3,000,000	\$3,329,427	\$37.50	\$7.50	90.0%	\$112,368	\$22,474	\$67,421
28	STAND ALONE	65,479	\$4.95	\$324,121	12,000	\$180.00	\$2,160,000	\$2,484,121	\$37.50	\$7.50	90.0%	\$83,839	\$16,768	\$50,303
29	GAS STATION	69,402	\$4.95	\$343,540	12,000	\$175.00	\$2,100,000	\$2,443,540	\$37.50	\$7.50	90.0%	\$82,469	\$16,494	\$49,482
30	STAND ALONE	53,716	\$3.95	\$212,178	10,000	\$180.00	\$1,800,000	\$2,012,178	\$37.50	\$7.50	90.0%	\$67,911	\$13,582	\$40,747
31	RETAIL	52,247	\$3.95	\$206,376	10,000	\$200.00	\$2,000,000	\$2,206,376	\$37.50	\$7.50	90.0%	\$74,465	\$14,893	\$44,679
32	RETAIL	92,134	\$3.95	\$363,929	18,000	\$200.00	\$3,600,000	\$3,963,929	\$37.50	\$7.50	90.0%	\$133,783	\$26,757	\$80,270
33	RETAIL	83,646	\$3.95	\$330,402	15,000	\$200.00	\$3,000,000	\$3,330,402	\$37.50	\$7.50	90.0%	\$112,401	\$22,480	\$67,441
34	HOTEL	58,940	\$3.95	\$232,813	45,000	\$125.00	\$5,625,000	\$5,857,813	\$37.50	\$7.50	90.0%	\$197,701	\$39,540	\$118,621
35	PARKING	118,799												
36	STAND ALONE	58,359	\$3.95	\$230,518	12,000	\$180.00	\$2,160,000	\$2,390,518	\$37.50	\$7.50	90.0%	\$80,680	\$16,136	\$48,408
37	STAND ALONE	59,761	\$3.95	\$236,056	12,000	\$180.00	\$2,160,000	\$2,396,056	\$37.50	\$7.50	90.0%	\$80,867	\$16,173	\$48,520
TOTALS:		969,214		\$3,625,443	198,000		\$35,095,000	\$38,720,443	\$30.00			\$1,306,815	\$261,363	\$784,089

CONT'D FROM ABOVE

LOT #	TYPE	TIF CAPTURE 75%	YEAR ASSESSED	YEARS APPLIED	TOTAL TIF CAPTURED PER LOT	REMAINING TAX PAID PER LOT	5 YEAR ABATEMENT (NOT USED)	TIF NEEDED FOR INCENTIVE 50%	TIF NEEDED FOR INFRASTRUCTURE	MAXIMUM TIF AMOUNT ALLOWED	
24	RETAIL	\$44,975	6	9	\$404,779	\$269,853	\$168,658	\$202,390	302ND PL CURB/GUTTER/STORM	\$523,000	
25	RETAIL	\$72,980	5	10	\$729,801	\$486,534	\$273,675	\$364,901	PAVE OLD PORT RD 24' WIDE	\$113,000	
26	STAND ALONE	\$50,243	4	11	\$552,669	\$368,446	\$188,410	\$276,334	SANITARY SEWER LIFT STATION	\$300,000	
27	STAND ALONE	\$67,421	2	13	\$876,472	\$584,315	\$252,828	\$438,236			
28	STAND ALONE	\$50,303	4	11	\$553,338	\$368,892	\$188,638	\$276,669			
29	GAS STATION	\$49,482	3	12	\$593,780	\$395,853	\$185,556	\$296,890			
30	STAND ALONE	\$40,747	7	8	\$325,973	\$217,315	\$152,800	\$162,986			
31	RETAIL	\$44,679	3	12	\$536,149	\$357,433	\$167,547	\$268,075			
32	RETAIL	\$80,270	2	13	\$1,043,504	\$695,670	\$301,011	\$521,752			
33	RETAIL	\$67,441	7	8	\$539,525	\$359,683	\$252,902	\$269,763			
34	HOTEL	\$118,621	5	10	\$1,186,207	\$790,805	\$444,828	\$591,569			
35	PARKING										
36	STAND ALONE	\$48,408	6	9	\$435,672	\$290,448	\$181,530	\$217,836	INCENTIVE	\$4,130,000	
37	STAND ALONE	\$48,520	5	10	\$485,201	\$323,468	\$181,950	\$242,601	INFRASTR	\$936,000	
TOTALS:		784,089			\$8,263,071	\$5,508,714	\$2,940,334	\$4,130,000		\$936,000	\$5,066,000
								\$1,189,667			

SOUTHBRIDGE, PLAT 3 PROPOSED TIF PLAN

REVISION DATE:

9/11/2018

ADEL, IA

PFM UPDATED VERSION

TOTAL YEARS OF TIF: 15

% OF TIF CAPTURE: 75%

COMMERCIAL LOTS

LOT #	TYPE	LOT SIZE (SF)	UNIT PRICE	EXTENSION	BLDG SIZE (SF)	UNIT PRICE	EXTENSION	BLDG + LAND	FY 19 FULL MILLAGE RATE	PPPEL/ISP/DEBT MILLAGE RATE	ROLLBACK %	FULL ANNUAL TAX AMT	DEBT ANNUAL TAX AMT	TIF CAPTURE 75%
24	RETAIL	55,952	\$3.95	\$221,010	10,000	\$200.00	\$2,000,000	\$2,221,010	\$38.61	\$9.66	90.0%	\$77,185	\$19,300	\$43,413
25	RETAIL	69,356	\$3.95	\$273,956	18,000	\$185.00	\$3,330,000	\$3,603,956	\$38.61	\$9.66	90.0%	\$125,245	\$31,318	\$70,445
26	STAND ALONE	64,872	\$4.95	\$321,116	12,000	\$180.00	\$2,160,000	\$2,481,116	\$38.61	\$9.66	90.0%	\$86,224	\$21,561	\$48,497
27	STAND ALONE	66,551	\$4.95	\$329,427	12,000	\$250.00	\$3,000,000	\$3,329,427	\$38.61	\$9.66	90.0%	\$115,704	\$28,932	\$65,079
28	STAND ALONE	65,479	\$4.95	\$324,121	12,000	\$180.00	\$2,160,000	\$2,484,121	\$38.61	\$9.66	90.0%	\$86,328	\$21,587	\$48,556
29	GAS STATION	69,402	\$4.95	\$343,540	12,000	\$175.00	\$2,100,000	\$2,443,540	\$38.61	\$9.66	90.0%	\$84,918	\$21,234	\$47,763
30	STAND ALONE	53,716	\$3.95	\$212,178	10,000	\$180.00	\$1,800,000	\$2,012,178	\$38.61	\$9.66	90.0%	\$69,927	\$17,486	\$39,331
31	RETAIL	52,247	\$3.95	\$206,376	10,000	\$200.00	\$2,000,000	\$2,206,376	\$38.61	\$9.66	90.0%	\$76,676	\$19,173	\$43,127
32	RETAIL	92,134	\$3.95	\$363,929	18,000	\$200.00	\$3,600,000	\$3,963,929	\$38.61	\$9.66	90.0%	\$137,755	\$34,446	\$77,481
33	RETAIL	83,646	\$3.95	\$330,402	15,000	\$200.00	\$3,000,000	\$3,330,402	\$38.61	\$9.66	90.0%	\$115,738	\$28,941	\$65,098
34	HOTEL	58,940	\$3.95	\$232,813	45,000	\$125.00	\$5,625,000	\$5,857,813	\$38.61	\$9.66	90.0%	\$203,571	\$50,904	\$114,500
35	PARKING	118,799												
36	STAND ALONE	58,359	\$3.95	\$230,518	12,000	\$180.00	\$2,160,000	\$2,390,518	\$38.61	\$9.66	90.0%	\$83,075	\$20,773	\$46,727
37	STAND ALONE	59,761	\$3.95	\$236,056	12,000	\$180.00	\$2,160,000	\$2,396,056	\$38.61	\$9.66	90.0%	\$83,268	\$20,822	\$46,835
TOTALS:		969,214		\$3,625,443	198,000		\$35,095,000	\$38,720,443	\$28.96			\$1,345,616	\$336,478	\$756,853

CONT'D FROM ABOVE

LOT #	TYPE	TIF CAPTURE 75%	YEAR ASSESSED	YEARS APPLIED	TOTAL TIF CAPTURED PER LOT	REMAINING TAX PAID PER LOT	5 YEAR ABATEMENT (NOT USED)	TIF NEEDED FOR INCENTIVE 50%	TIF NEEDED FOR INFRASTRUCTURE	MAXIMUM TIF AMOUNT ALLOWED	
24	RETAIL	\$43,413	6	9	\$390,719	\$303,943	\$173,666	\$195,359	302ND PL CURB/GUTTER/STORM	\$523,000	
25	RETAIL	\$70,445	5	10	\$704,451	\$547,998	\$281,801	\$352,226	PAVE OLD PORT RD 24' WIDE	\$113,000	
26	STAND ALONE	\$48,497	4	11	\$533,471	\$414,992	\$194,004	\$266,736	SANITARY SEWER LIFT STATION	\$300,000	
27	STAND ALONE	\$65,079	2	13	\$846,027	\$658,131	\$260,335	\$423,013			
28	STAND ALONE	\$48,556	4	11	\$534,117	\$415,494	\$194,239	\$267,059			
29	GAS STATION	\$47,763	3	12	\$573,155	\$445,862	\$191,066	\$286,577			
30	STAND ALONE	\$39,331	7	8	\$314,650	\$244,769	\$157,337	\$157,325			
31	RETAIL	\$43,127	3	12	\$517,526	\$402,588	\$172,521	\$258,763			
32	RETAIL	\$77,481	2	13	\$1,007,258	\$783,554	\$309,948	\$503,629			
33	RETAIL	\$65,098	7	8	\$520,784	\$405,122	\$260,411	\$260,392			
34	HOTEL	\$114,500	5	10	\$1,145,003	\$890,708	\$458,035	\$572,478			
35	PARKING										
36	STAND ALONE	\$46,727	6	9	\$420,539	\$327,140	\$186,920	\$210,269	INCENTIVE	\$3,988,000	
37	STAND ALONE	\$46,835	5	10	\$468,348	\$364,331	\$187,353	\$234,174	INFRASTR	\$936,000	
TOTALS:		756,853			\$7,976,048	\$6,204,634	\$3,027,635	\$3,988,000		\$936,000	\$4,924,000

\$960,365

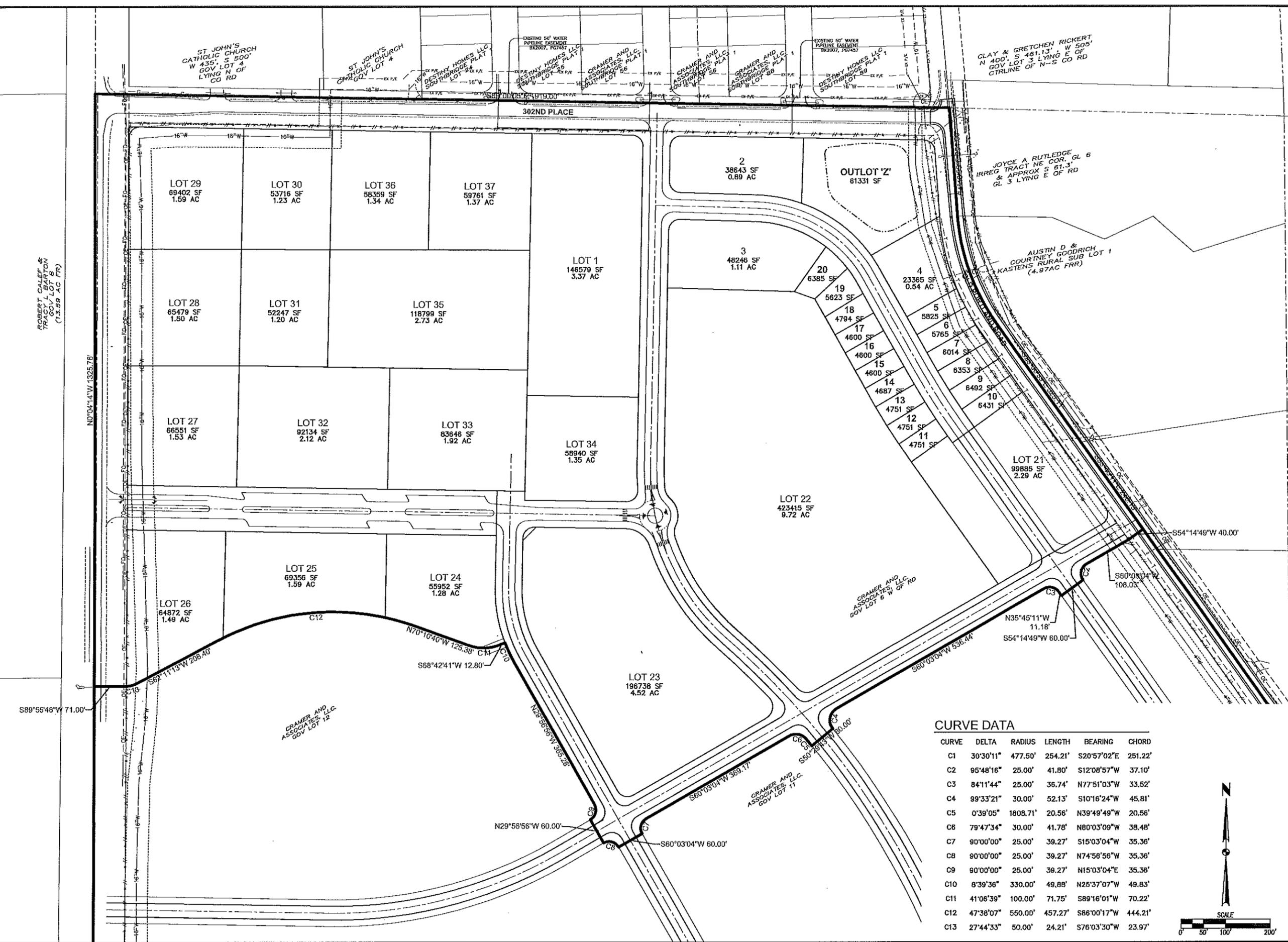
Projection of SouthBridge Plat 3 Project Tax Increment Cash Flow

Fiscal Year	Minimum Assessed Valuation	Commerical Rollback Percentage	Tax Increment	TIF Tax Rate	Revenues			Expenditures				Annual Surplus/ (Deficit)	Ending Cash Balance	Fiscal Year
					City TIF Revenue	Other Funds	Total Revenue	75% Developer Rebate	Reserved	Reserved	Total Expenses			
FY 18-19		90.0000%		\$28.95793										FY 18-19
FY 19-20		90.0000%		\$28.95793										FY 19-20
FY 20-21		90.0000%		\$28.95793										FY 20-21
FY 21-22		90.0000%		\$28.95793										FY 21-22
FY 22-23	6,600,000	90.0000%	5,940,000	\$28.95793	172,010		172,010	(129,008)			(129,008)	43,003	43,003	FY 22-23
FY 23-24	10,700,000	90.0000%	9,630,000	\$28.95793	278,865		278,865	(209,149)			(209,149)	69,716	112,719	FY 23-24
FY 24-25	15,020,000	90.0000%	13,518,000	\$28.95793	391,453		391,453	(293,590)			(293,590)	97,863	210,582	FY 24-25
FY 25-26	26,135,000	90.0000%	23,521,500	\$28.95793	681,134		681,134	(510,850)			(510,850)	170,283	380,866	FY 25-26
FY 26-27	30,295,000	90.0000%	27,265,500	\$28.95793	789,552		789,552	(592,164)			(592,164)	197,388	578,254	FY 26-27
FY 27-28	35,095,000	90.0000%	31,585,500	\$28.95793	914,651		914,651	(685,988)			(685,988)	228,663	806,916	FY 27-28
FY 28-29	35,095,000	90.0000%	31,585,500	\$28.95793	914,651		914,651	(685,988)			(685,988)	228,663	1,035,579	FY 28-29
FY 29-30	35,095,000	90.0000%	31,585,500	\$28.95793	914,651		914,651	(685,988)			(685,988)	228,663	1,264,242	FY 29-30
FY 30-31	35,095,000	90.0000%	31,585,500	\$28.95793	914,651		914,651	(685,988)			(685,988)	228,663	1,492,904	FY 30-31
FY 31-32	35,095,000	90.0000%	31,585,500	\$28.95793	914,651		914,651	(587,287)			(587,287)	327,364	1,820,268	FY 31-32
FY 32-33	35,095,000	90.0000%	31,585,500	\$28.95793	914,651		914,651					914,651	2,734,919	FY 32-33
FY 33-34	35,095,000	90.0000%	31,585,500	\$28.95793	914,651		914,651					914,651	3,649,570	FY 33-34
FY 34-35	35,095,000	90.0000%	31,585,500	\$28.95793	914,651		914,651					914,651	4,564,220	FY 34-35
FY 35-36	35,095,000	90.0000%	31,585,500	\$28.95793	914,651		914,651					914,651	5,478,871	FY 35-36
FY 36-37	35,095,000	90.0000%	31,585,500	\$28.95793	914,651		914,651					914,651	6,393,522	FY 36-37
FY 37-38		90.0000%		\$28.95793									6,393,522	FY 37-38
FY 38-39		90.0000%		\$28.95793									6,393,522	FY 38-39
FY 39-40		90.0000%		\$28.95793									6,393,522	FY 39-40
FY 40-41		90.0000%		\$28.95793									6,393,522	FY 40-41
FY 41-42		90.0000%		\$28.95793									6,393,522	FY 41-42

11,459,522 (5,066,000)
44%

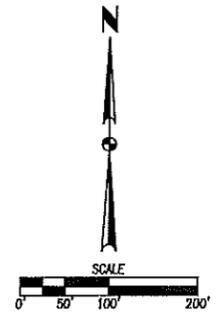
Assessed Date	Fiscal Year	Lot No.	Valuation	Lot No.	Valuation	Lot No.	Valuation	Annual Valuation	Total Valuation
1/1/2021	FY 22-23	27	3,000,000	32	3,600,000			6,600,000	6,600,000
1/1/2022	FY 23-24	29	2,100,000	31	2,000,000			4,100,000	10,700,000
1/1/2023	FY 24-25	26	2,160,000	28	2,160,000			4,320,000	15,020,000
1/1/2024	FY 25-26	25	3,330,000	34	5,625,000	37	2,160,000	11,115,000	26,135,000
1/1/2025	FY 26-27	24	2,000,000	36	2,160,000			4,160,000	30,295,000
1/1/2026	FY 27-28	30	1,800,000	33	3,000,000			4,800,000	35,095,000
1/1/2027	FY 28-29								35,095,000
1/1/2028	FY 29-30								35,095,000
1/1/2029	FY 30-31								35,095,000
1/1/2030	FY 31-32								35,095,000
1/1/2031	FY 32-33								35,095,000

FILE: H:\COMMENTS\TIF\TIF-TO-ROBERTS.DWG
 DATE PLOTTED: 5/10/2018 6:59 PM
 DRAWN BY: DMC
 CHECKED BY: DMC



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	30°30'11"	477.50'	254.21'	S20°57'02"E	251.22'
C2	95°48'16"	25.00'	41.80'	S12°08'57"W	37.10'
C3	84°11'44"	25.00'	36.74'	N77°51'03"W	33.52'
C4	99°33'21"	30.00'	52.13'	S10°16'24"W	45.81'
C5	0°39'05"	1808.71'	20.56'	N39°49'49"W	20.56'
C6	79°47'34"	30.00'	41.78'	N80°03'09"W	38.48'
C7	90°00'00"	25.00'	39.27'	S15°03'04"W	35.36'
C8	90°00'00"	25.00'	39.27'	N74°56'56"W	35.36'
C9	90°00'00"	25.00'	39.27'	N15°03'04"E	35.36'
C10	8°39'36"	330.00'	49.88'	N25°37'07"W	49.83'
C11	41°08'39"	100.00'	71.75'	S89°16'01"W	70.22'
C12	47°38'07"	550.00'	457.27'	S86°00'17"W	444.21'
C13	27°44'33"	50.00'	24.21'	S76°03'30"W	23.97'



SA

DATE: _____

REVISIONS: _____

3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410

SA
 CIVIL DESIGN ADVANTAGE

ADEL, IOWA

SOUTHBRIDGE PLAT 3
TIF EXHIBIT

1/1

1803.113

ENGINEER: JUN
 PM: DAM

FIRST SUBMITTAL
 9-10-18



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Kristine Stone
515.246.0314
kstone@ahlerslaw.com

October 3, 2018

Res. No. 18-65
18-66

VIA EMAIL AND U.S. MAIL

Mr. Anthony Brown
City Administrator
City of Adel
P.O. Box 248
301 S. 10th Street
Adel, IA 50003

RE: 2018 Adel Street Resurfacing
Proceedings for Hearing on Plans, Specifications, Form of Contract, Etc.

Dear Anthony:

The proceedings to be used on the date fixed for the hearing on the proposed plans, specifications, contract, and estimated total cost of the above referenced public improvement, as well as on the date for receipt of bids and thereafter, through the final approval of the execution of the contract and contractor's bond(s), are enclosed.

Before bids are awarded, the Council must hold a hearing on the proposed plans, specifications, form of contract, and estimated total cost of the above referenced public improvement. Iowa Code § 26.12 provides that any interested person may appear and file objections to the proposed plans, specifications, contract or estimated cost of the public improvement at the public hearing. After hearing all objections the governing body must, by resolution, enter its decision on the plans, specifications, contract, and estimated cost. The enclosed proceedings have been prepared on the basis that the hearing will be held and the decision made before bids are awarded.

The enclosed proceedings have also been prepared based on the assumption that no written objections will be filed and/or that no oral objections will be made by any interested person. If, however, written objections are received and/or oral objections heard, then after considering all objections filed and/or made, if the Council decides such objections are without merit, the Council should proceed to pass the resolution adopting the plans, specifications, form of contract, and estimate of costs. The meeting minutes should be changed by inserting a summary of the written or oral objections made at the hearing.

October 3, 2018

Page 2

If any questions arise concerning the sufficiency of the bids or the action to be taken in respect to them, the Council can adjourn the consideration of the bids within the period specified in the specifications and meet at a later date to make the award. The contract must be awarded to the lowest responsive, responsible bidder, or all bids must be rejected and a date set for a new letting.

An extra copy of the procedure is enclosed to be completed as the original and certified back to this office.

If you have any questions concerning the above procedure or any matters which may arise in connection with the hearing or bids, please contact me.

Sincerely,

AHLERS & COONEY, P.C.

By 

Kristine Stone

KS:aes

Enclosures

cc w/encl. (*via email*):

Brian Sandberg
Kip Overton
Jeff Schug

01524494-1\10113-099

October 9, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, at 6:00 o'clock P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as the 2018 Adel Street Resurfacing, the Mayor called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the Clerk reported that no written objections thereto had been filed.

Resolution No. 18-65

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2018 ADEL STREET RESURFACING", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2018 ADEL STREET RESURFACING

WHEREAS, on the _____ day of _____, 2018, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2018 Adel Street Resurfacing; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 9th day of October, 2018.

Mayor

ATTEST:

City Clerk

Whereupon, there was received and filed the City Administrator or his designee's report of the bids received on October 8, 2018, at 10:00 o'clock A.M., and publicly opened pursuant to the resolution of the Council and notice duly posted for construction of certain public improvements described in general as the 2018 Adel Street Resurfacing, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)

Resolution No. 18-66

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2018 ADEL STREET RESURFACING", and moved:

- that the Resolution be adopted.
- ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ o'clock _____.M. on _____, 2018, at this place.

Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE 2018 ADEL STREET RESURFACING

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL,
STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the 2018 Adel Street Resurfacing, described in the plans and specifications heretofore adopted by this Council on October 9, 2018, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: _____ of _____

Amount of bid: _____

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 9th day of October, 2018.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF DALLAS

)

I, the undersigned City Clerk of the City of Adel, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2018.

City Clerk, City of Adel, State of Iowa

(SEAL)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [] (“Effective Date”) between
[The City of Adel, Iowa] (“Owner”) and
[McClure Engineering Company, of Clive, Iowa] (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
[Water System Improvements, Phase 1. Phase 1 Improvements include study and report, new Wells 5 and 6, new raw water transmission main, Bryan and Rapids Street water main replacement.—] (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: [Study and report, preliminary design, final design, bidding and negotiating, construction administration, post-construction administration, resident project representative, and additional services as detailed in Exhibit C.]

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. **Invoices must include a breakdown of services provided.**

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.
- B. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for

modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of

municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of

the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and

the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's

control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 Controlling Law

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern

at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 - 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material

of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Contractor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

38. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. NOT USED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this

Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 **Federal Requirements**

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: [City of Adel]

Engineer: [McClure Engineering Company]

By: []

By: []

Print name: [Jim Peters]

Print name: [Gary Brons]

Title: [Mayor]

Title: [Project Manager]

Date Signed: []

Date Signed: []

Engineer License or Firm's Certificate No. (if required):

State of: [Iowa]

Address for Owner's receipt of notices:

[301 S. 10 Street, Adel, Iowa 50003]

Address for Engineer's receipt of notices:

[1360 NW 121 Street, Clive, IA 50325]

Designated Representative (Paragraph 8.03.A):

[]

Title: []

Phone Number: []

E-Mail Address: []

Designated Representative (Paragraph 8.03.A):

[]

Title: []

Phone Number: []

E-Mail Address: []

This is **EXHIBIT A**, consisting of [19] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [Please refer to Iowa DNR and USDA-RD Approved Preliminary Engineering Report titled: Municipal Raw Water Supply & Water Treatment Plant Evaluation Preliminary Engineering Report dated 01/13/2017.] **[List the specific potential solutions here.]**
 - b. **In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.**
 - c.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. **Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency.**

[None] *[List any such tasks or deliverables here.]*

15. Furnish [3] review copies of the Report and any other Study and Report Phase deliverables to Owner within [120] days of the Effective Date and review it with Owner. Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. **Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [30] days of receipt of Owner's and Agency's comments.**
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**

[Note to User: Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

[DNR Water Supply permitting coordination and permit fees, land and easement acquisition coordination, floodplain modeling, distribution system hydraulic modeling, soil boring coordination, and other meetings as requested by owner.] *[List any such tasks or deliverables here.]*

10. Furnish [3] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [120] days of authorization to proceed with this phase, and review them with Owner. Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [3] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [30] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables:

a. **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**

[Deliver sealed Project Plans and Specifications] *[List any such tasks or deliverables here.]*

10. Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, [3] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [90] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [3] final copies of such documents to Owner within [30] days after receipt of Owner's comments and instructions.

12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.**

13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete,**

and construction materials. The de minimis and minor components waiver {add project specific waivers as applicable} apply to this contract.

- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [4]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. **The Engineer shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved “or equals” and substitutes. Review of substitutes and “or equals” shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.**
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner’s schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

- a. **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**

[[Deliver contract documents to owner as identified in Exhibit A 9a.](#)] *[List any such tasks or deliverables here.]*

10. **Provide copies of Manufacturers’ Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers’ Certification Letters are to be included in the Bidding Documents and must be kept in the engineer’s project file and on site during construction.**
 11. **Provide copies of Manufacturers’ Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers’ Certification Letters must be kept in the engineer’s project file and on site during construction.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner’s representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700,

Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]***
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate **and chair** in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* **Maintain** and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the

Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable.**

19. *Inspections and Tests*:

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- d. **Receive and review all Manufacturers' Certification Letters for materials required to comply with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.**

20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

a.

- b.
 - c. **Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates

or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
- a. **Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

Submit to Agency executed form EJCDC C-625 Certificate of Substantial Completion
[List any such tasks or deliverables here.]

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- a. **Obtain the Contractors' Certification letter and copies of Manufacturers' Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer's, Contractors', and Manufacturers' Certification letters to the Owner and a copy of Contractor's Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer's name and location, and product(s) to the Agency.**
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: none] *[List any such tasks or deliverables here.]*
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. **[Deleted]**
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 *In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.

2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [none] *[List any other Owner responsibilities here.]*

Exhibit B – Owner's Responsibilities

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B2.02 Add the following language to B.2.02:

“Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

(A) Signing loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.

(B) Signing change orders (i.e. C-941 of EJDC) and partial payment estimates (i.e. C-620 of EJDC) and thereby acknowledging responsibility for compliance with American Iron and Steel requirements.

(C) Obtaining the certification letters from the consulting engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.

(D) Where the owner provides their own engineering and/or construction services, providing copies of engineers’, contractors’, and manufacturers’ certification letters (as applicable) to the Agency. All certification letters must be kept in the engineer’s project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.

(E) Where the owner directly procures American Iron and Steel products, including American Iron and Steel clauses in the procurement contracts and obtaining manufacturers’ certification letters and providing copies to consulting engineers and contractors.

This is **EXHIBIT C**, consisting of [5] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Payments to Engineer for Services and Reimbursable Expenses COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$[413,319.75] based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$[53,089.75]
 - b. Preliminary Design Phase \$[123,900.00]
 - c. Final Design Phase \$[130,830.00]
 - d. Bidding and Negotiating Phase \$[17,200.00]
 - e. Construction Phase \$[78,800.00]
 - f. Post-Construction Phase \$[9,500.00]
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [None] ***[List any such expenses here, or indicate “None.” If “None” then the reference to Appendix 1 may be deleted.]***
5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [24] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

**COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer’s Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of \$[114,000.00]. The Lump Sum includes compensation for the Resident Project Representative’s services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative’s Services.

2. *Reimbursable Expenses:* In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges):

a. **If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, “Standard Hourly Rate Schedule,” the Standard Hourly Rate for RPR services is \$_____ per hour.**

[None] [List any such expenses here, or indicate “None.” If “None” then the reference to Appendix 1 may be deleted.] .

3. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a [270] day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

**Exhibit C – Compensation Packet RPR-5: Resident Project Representative Services—
Salary Costs Times a Factor Method of Payment.**

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**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. General: For services of Engineer’s personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer’s Consultant’s charges, if any.

An itemized list of estimated Additional Services is provided below:

a)DNR Water Supply Permitting and Fees	\$7,065.70 (Cost Previously Incurred)
b)Land & Easement Acquisition Coordination	\$11,085.00 (Cost Previously Incurred)
c) Geotechnical Coordination	\$3,800.00 (Cost Previously Incurred)
d)Water Distribution System Model	\$36,700.00 (Cost Previously Incurred)
e)Floodplain Modeling	\$38,000.00 (Cost Previously Incurred)
f) Construction Staking	\$15,500.00
g)Additional Meetings as Requested by Owner	\$3,000.00

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants’ charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.10].

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10 .
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner **at no cost.**

**Exhibit C – Compensation Packet AS-3: Additional Services –
Salary Costs Times a Factor Method of Payment.**

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This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

<u>Equipment</u>	
<u>3D Scanner per Scan</u>	<u>\$30.00</u>
<u>UAV per Flight</u>	<u>\$125.00</u>
<u>Miscellaneous Expenses</u>	
<u>Survey Vehicle Mileage</u>	<u>\$0.70/mile</u>
<u>Automobile Mileage (current IRS rate)</u>	<u>\$0.545/mile</u>
<u>Printing</u>	<u>At Cost</u>
<u>Survey Supplies (Hubs, Lath, Paint, Nails, etc.)</u>	<u>At Cost</u>
<u>Out-of-Pocket Expenses (Meals, Hotels, etc.)</u>	<u>At Cost</u>

This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Administrative	\$70.00/hour
Client Liaison	\$180.00/hour
Engineer I	\$100.00/hour
Engineer II	\$130.00/hour
Engineer III	\$160.00/hour
Engineer IV	\$195.00/hour
Project Manager I	\$160.00/hour
Project Manager II	\$180.00/hour
Principal	\$210.00/hour
Senior Principal	\$265.00/hour
Community Planner I	\$125.00/hour
Community Planner II	\$150.00/hour
Engineering Tech I	\$80.00/hour
Engineering Tech II	\$95.00/hour
Engineering Tech III	\$110.00/hour
Engineering Tech IV	\$145.00/hour
Land Surveyor I	\$120.00/hour
Land Surveyor II	\$150.00/hour
On-Site Representative I	\$95.00/hour
On-Site Representative II	\$135.00/hour
Crew Chief	\$110.00/hour
Crew Member	\$80.00/hour
Intern	\$65.00/hour
Survey Crew	\$190.00/hour

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. **Maintain all Manufacturers' Certification letters in the project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable."**

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. **[Deleted]**
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[1,000,000]
 - 2) Bodily injury by disease, each employee: \$[1,000,000]
 - 3) Bodily injury/disease, aggregate: \$[1,000,000]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[5,000,000]
 - 2) General Aggregate: \$[5,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[2,000,000]
 - 2) Annual Aggregate \$[2,000,000]
- g. Other (specify): \$[]

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[]
- 2) Bodily injury by Disease, Each Employee \$[]
- 3) Bodily injury/Disease, Aggregate \$[]

c. General Liability --

- 1) General Aggregate: \$[]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[]

f. Other (specify):

\$[]

B. Additional Insureds:

- 1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. [McClure Engineering Company]
Engineer

b. [Krishna Engineering Consultants]
Engineer's Consultant

c. []
Engineer's Consultant

d. []
[other]

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by ***[here insert name of mediator, or mediation service]***. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$[] or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.
 2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:
- E. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

|

Exhibit I - Limitations on Liability.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT J**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [] (“Effective Date”) between
[The City of Adel, Iowa] (“Owner”) and
[McClure Engineering Company, Clive, Iowa] (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
[Water System Improvements, new Water Treatment Plant, new High Service Pumping Station, new Ground Storage Reservoir, and new High Pressure Zone Feeder Main] (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: [Preliminary design, final design, bidding and negotiating, construction administration, post-construction administration, resident project representative, and additional services as detailed in Exhibit C.]

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. **Invoices must include a breakdown of services provided.**

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.
- B. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for

modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of

municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of

the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and

the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's

control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and

expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of

Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation

necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

38. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. – Not Used
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 **Federal Requirements**

- A. **Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.**
- B. **Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.**

- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with “Restrictions on Lobbying” if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions,” to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: [City of Adel, Iowa]

Engineer: [McClure Engineering Company]

By: []

By: []

Print name: [Jim Peters]

Print name: [Gary Brons]

Title: [Mayor]

Title: [Project Manager]

Date Signed: []

Date Signed: []

Engineer License or Firm's Certificate No. (if required):

State of: [Iowa]

Address for Owner's receipt of notices:
[301 S. 10th Street, PO Box 248Adel, IA 50003]

Address for Engineer's receipt of notices:
[1360 NW 121st Street, Clive, IA 50325]

Designated Representative (Paragraph 8.03.A):

[]

Title: []

Phone Number: []

E-Mail Address: []

Designated Representative (Paragraph 8.03.A):

[]

Title: []

Phone Number: []

E-Mail Address: []

This is **EXHIBIT A**, consisting of [19] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase* – NOT USED

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**

[Note to User: Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

[none] *[List any such tasks or deliverables here.]*

10. Furnish [3] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [180] days of authorization to proceed with this phase, and review them with Owner. Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [3] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [30] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents,

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revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:

- a. **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**

[Deliver sealed Project Plans and Specifications] *[List any such tasks or deliverables here.]*

10. Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, [3] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [90] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [3] final copies of such documents to Owner within [30] days after receipt of Owner's comments and instructions.
12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.**
13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver *{add project specific waivers as applicable}* apply to this contract.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [3]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance**

with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
 - a. **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**

[Deliver contract documents to owner as identified in Exhibit A 9a.] [List any such tasks or deliverables here.]
 10. **Provide copies of Manufacturers' Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers' Certification Letters are to be included in the Bidding Documents and must be kept in the engineer's project file and on site during construction.**
 11. **Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the engineer's project file and on site during construction.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to

Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]***
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate **and chair** in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* **Maintain** and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to

Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
- 10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the

issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction to ensure compliance with American and Iron Steel**

requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable.

19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- d. **Receive and review all Manufacturers' Certification Letters for materials required to comply with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.**

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

- a.
- b.
- c. **Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

- a. **Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

[[Submit to Agencyexecuted form EJCDC C-625 Certificate of Substantial Completion](#)
] **[List any such tasks or deliverables here.]**

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

- a. **Obtain the Contractors' Certification letter and copies of Manufacturers' Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer's, Contractors', and Manufacturers' Certification letters to the Owner and a copy of Contractor's Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer's name and location, and product(s) to the Agency.**

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation

if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: [***List any such tasks or deliverables here.***]
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule,

character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

Exhibit A – Engineer's Services

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12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. **[Deleted]**
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related

Exhibit A – Engineer's Services

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engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 *In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.

2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [none] *[List any other Owner responsibilities here.]*

Exhibit B – Owner's Responsibilities

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B2.02 Add the following language to B.2.02:

“Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

(A) Signing loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.

(B) Signing change orders (i.e. C-941 of EJDC) and partial payment estimates (i.e. C-620 of EJDC) and thereby acknowledging responsibility for compliance with American Iron and Steel requirements.

(C) Obtaining the certification letters from the consulting engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.

(D) Where the owner provides their own engineering and/or construction services, providing copies of engineers', contractors', and manufacturers' certification letters (as applicable) to the Agency. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.

(E) Where the owner directly procures American Iron and Steel products, including American Iron and Steel clauses in the procurement contracts and obtaining manufacturers' certification letters and providing copies to consulting engineers and contractors.

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [] .

Payments to Engineer for Services and Reimbursable Expenses COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$[1,579,000.00] based on the following estimated distribution of compensation:
 - a. Study and Report Phase Not Used
 - b. Preliminary Design Phase \$[461,000.00]
 - c. Final Design Phase \$[626,000.00]
 - d. Bidding and Negotiating Phase \$[46,000.00]
 - e. Construction Phase \$[434,000.00]
 - f. Post-Construction Phase \$[12,000.00]
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [None] ***[List any such expenses here, or indicate “None.” If “None” then the reference to Appendix 1 may be deleted.]***
5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [36] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

**COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer’s Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of \$460,000. The Lump Sum includes compensation for the Resident Project Representative’s services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative’s Services.

2. *Reimbursable Expenses:* In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges):

a. **If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, “Standard Hourly Rate Schedule,” the Standard Hourly Rate for RPR services is \$_____ per hour.**

[none] [List any such expenses here, or indicate “None.” If “None” then the reference to Appendix 1 may be deleted.] .

3. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a [540] day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. General: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

An itemized list of estimated Additional Services is provided below:

a)DNR Water Supply Permitting and Fees	\$8,500.00
b)Reverse Osmosis Pilot Testing Coordination	\$18,500.00 (Cost Previously Incurred)
c)Geotechnical Coordination	\$4,000.00
d)Construction Staking	\$31,000.00
e)Stormwater Pollution Plan Preparation	\$2,250.00
f) Additional Meetings as Requested by Owner	\$3,000.00

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.1].
4. The Reimbursable Expenses Schedule will be adjusted annually (as of [January 1]) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner **at no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Equipment

<u>3D Scanner per Scan</u>	<u>\$30.00</u>
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<u>UAV per Flight</u>	<u>\$125.00</u>
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Miscellaneous Expenses

<u>Survey Vehicle Mileage</u>	<u>\$0.70/mile</u>
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<u>Automobile Mileage (current IRS rate)</u>	<u>\$0.545/mile</u>
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<u>Printing</u>	<u>At Cost</u>
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<u>Survey Supplies (Hubs, Lath, Paint, Nails, etc.)</u>	<u>At Cost</u>
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<u>Out-of-Pocket Expenses (Meals, Hotels, etc.)</u>	<u>At Cost</u>
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This is **Appendix 2 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Administrative	\$70.00/hour
Client Liaison	\$180.00/hour
Engineer I	\$100.00/hour
Engineer II	\$130.00/hour
Engineer III	\$160.00/hour
Engineer IV	\$195.00/hour
Project Manager I	\$160.00/hour
Project Manager II	\$180.00/hour
Principal	\$210.00/hour
Senior Principal	\$265.00/hour
Community Planner I	\$125.00/hour
Community Planner II	\$150.00/hour
Engineering Tech I	\$80.00/hour
Engineering Tech II	\$95.00/hour
Engineering Tech III	\$110.00/hour
Engineering Tech IV	\$145.00/hour
Land Surveyor I	\$120.00/hour
Land Surveyor II	\$150.00/hour
On-Site Representative I	\$95.00/hour
On-Site Representative II	\$135.00/hour
Crew Chief	\$110.00/hour
Crew Member	\$80.00/hour
Intern	\$65.00/hour
Survey Crew	\$190.00/hour

This is **EXHIBIT D**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

Exhibit D - Resident Project Representative.

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Page 1

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. **Maintain all Manufacturers' Certification letters in the project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable."**

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. **[Deleted]**
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

_____ **Owner**

And To:

_____ **Contractor**

From:

_____ **Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$[].
- B. A bidding or negotiating contingency of [] percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit. **Engineers determinations on types and quality of materials, equipment, and component systems to be included in the Drawings and Specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition.**
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for

Exhibit F – Construction Cost Limit.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[1,000,000]
 - 2) Bodily injury by disease, each employee: \$[1,000,000]
 - 3) Bodily injury/disease, aggregate: \$[1,000,000]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[5,000,000]
 - 2) General Aggregate: \$[5,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[2,000,000]
 - 2) Annual Aggregate \$[2,000,000]
- g. Other (specify): \$[]

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[]
- 2) Bodily injury by Disease, Each Employee \$[]
- 3) Bodily injury/Disease, Aggregate \$[]

c. General Liability --

- 1) General Aggregate: \$[]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[]

f. Other (specify):

\$[]

B. Additional Insureds:

- 1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. [McClure Engineering Company]
Engineer

b. [Krishna Engineering Consultants]
Engineer's Consultant

c. []
Engineer's Consultant

d. []
[other]

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by **[here insert name of mediator, or mediation service]**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$[] or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.
 2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:
- E. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



Ahlers & Cooney, P.C.

Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Steven M. Nadel

515.246.0306

snadel@ahlerslaw.com

October 5, 2018

Via Email & Overnight Delivery

Mr. Anthony Brown

City Administrator

City of Adel

P.O. Box 248 – 301 S. 10th Street

Adel, Iowa 50003

Re: The City of Adel, State of Iowa
- \$16,603,000 Water Revenue Capital Loan Notes Anticipation Project
Note, Series 2018C
- \$6,041,000 Sewer Revenue Capital Loan Notes Anticipation Project
Note, Series 2018D

Dear Anthony:

These instructions apply to both of the Issuance's listed above.

Enclosed are documents to complete Council action in connection with the authorization for the issuance of the above Notes.

1. The Council procedure consists of the following:

(a) Resolution authorizing the issuance of the Notes.

The resolution also incorporates by reference the form of the Tax Exemption Certificate.

There are blank spaces appearing in the form of Note set out in the resolution. These need not be completed but may be left blank as a guide since different amounts, dates and percents will be inserted within the blank spaces.

The resolution must be adopted by an affirmative vote equal to a majority of the full Council membership.

(b) Tax Exemption Certificate. The Tax Exemption Certificate sets out in detail a number of facts, promises and obligations which must be met and agreed to by the City in order to maintain these Notes as tax exempt. This Certificate may contain some blank spaces relating to matters of information dependent upon the resale price of the Notes which are not known and available at this time. The information will be calculated and added to this certificate prior to closing and completed copies of pages with blank spaces will be provided to you. This certificate should be SIGNED BUT NOT DATED. Please return all copies to our office prior to closing.

2. Closing Certificates and Documents:

(a) Loan Agreement. Please execute all copies and return the same to our office prior to closing.

(b) Purchase Agreement. Please execute all copies and return the same to our office prior to closing.

(c) Original Note No. 1. The Note is enclosed to be executed by the Mayor and the Clerk in the spaces provided and impressed with the City's seal. Tabs are attached to the Note showing where signatures and seals should appear on the Note. Please have the executed Note returned to us as soon as possible prior to closing.

(d) Delivery Certificate. This certificate also should be signed, BUT NOT DATED. Please complete and confirm the financial data on page 2, execute and return all copies to us. An executed copy will be provided to you after closing.

(e) Transcript Certificate. This certificate is to be executed and sealed in the manner indicated on the second page and may be dated at the time of completion. A notary attestation for all official signatures is required. Please execute and return all copies to us. An executed copy will be provided to you after closing.

(f) Organizational Certificate. Please execute all copies and return the same to our office. This certificate should be signed, BUT NOT DATED.

(g) Form 8038-G -- Information Return for Tax Exempt Governmental Obligations. Please sign, BUT DO NOT DATE, and return the form to us prior to closing.

(h) Incumbency Certificate. This form is required by CoBank, ACB, is also enclosed for execution.

(i) Form W-9. This form is required by CoBank, ACB, is also enclosed for execution.

(j) Master Agreement for Cash Management and Transaction Services. This form is required by CoBank, ACB, is also enclosed for execution.

Tax Exemption

The Tax Exemption Certificate is an important document and contains important information concerning the calculated yield on the Notes and a number of covenants and obligations on the part of the City. This certificate should be retained along with all of your records regarding the use of proceeds, expenditure dates and investment information needed to comply with IRS guidelines (See exhibit attached). I will not attempt to summarize all of the matters which are included in this certificate but I do want to point out some important ones.

Tax exemption is based in part upon the fact that the use of the facilities to be acquired by the City with the proceeds will be for the benefit of the public and will not be used in the private trade or business of any business or non-tax-exempt entity. The properties acquired with the Note proceeds must not be sold or diverted to any private or nonpublic use unless the significance of that action is reviewed by bond counsel.

October 5, 2018

Page 3

The Tax Exemption Certificate sets forth the best knowledge and belief which you have as of today concerning the timely expenditure of the proceeds as the City reasonably expects expenditures to occur. If for any reason the City finds it will be prevented from expending the Note proceeds fully within three years, that matter should be referred to us.

These Notes (Series 2018D) are also issued under the expectation that the City will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Notes within 18 months of issuance in accordance with the schedule described in Section 3.3 of the Tax Exemption Certificate.

These Notes (Series 2018C and Series 2018D) are also issued under the expectation that the City will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Notes for construction purposes within two (2) years of issuance and meet the other requirements of the two-year expenditure exemption from the rebate provisions.

There are a number of other general promises and commitments by the City to take or refrain from action, which are necessary to maintain the tax exemption of these Notes. You should recognize that these promises and commitments are required of the City on an ongoing basis and that the possibility of some additional future action does exist.

Closing Matters.

As you know, closing of this issue is scheduled to occur on or about October 24, 2018. At the time of closing, the "Purchaser's" copies of the above items and the original Notes will be delivered to the Purchaser of the Notes in exchange for the agreed purchase price. Our legal opinion also will be delivered to the Purchaser at that time.

Should you have any questions, or if we can be of any assistance in completing the enclosed items, please don't hesitate to contact me.

Very truly yours,

AHLERS & COONEY, P.C.

By



Steven M. Nadel

SMN:klb

Encl.

cc: Jon Burmeister, PFM Financial Advisors, LLC
Brittany Sandquist, Finance Director
Jackie Steele, City Clerk

01525582-1\10113-082

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Adel, State of Iowa.
Date of Meeting: October 9, 2018.
Time of Meeting: _____ o'clock _____.M.
Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

\$16,603,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C (USDA #3 – Water).

- Resolution directing sale and delivery.
- Approval of Tax Exemption Certificate.
- Resolution authorizing the issuance of a Water Revenue Capital Loan Notes Anticipation Project Note.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Adel, State of Iowa

October 9, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, at _____ o'clock _____M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Resolution No. 18-67

Council Member _____ introduced the following Resolution and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING THE SALE AND DELIVERY OF \$16,603,000 WATER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2018C, FOR PAYMENT OF PROJECT COSTS OF THE WATER SYSTEM PROJECT.

WHEREAS, the Council of the City of Adel, State of Iowa has held a public hearing on the issuance of not to exceed \$16,603,000 Water Revenue Capital Loan Notes, and has appropriated the anticipated proceeds of the sale of said Notes to pay the Issuer's cost of improvements authorized to be acquired and constructed under the provisions hereof and more particularly described as follows: improvements and extensions to the Municipal Water Utility, including construction of a new water treatment plant, two wells, raw water transmission line, 8” transmission main, Highway 169 ground storage reservoir with booster station, South 14th Street booster station upgrades, water main replacement on Highway 169 and Rapids Street, Old Portland Road water main extension, and related site improvements (the "Water System Project"); and

WHEREAS, the Council has arranged for the sale of the Project Note to CoBank, ACB, Greenwood Village, Colorado, which Note will be paid at a later date from proceeds to be received from the sale of Water Revenue Capital Loan Notes of said Issuer, and/or such other funds of said Issuer as may be available at that time.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ADEL, STATE OF IOWA:

Section 1. That, pursuant to the provisions of Section 76.13 of the Code of Iowa, as amended, the sale of Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C, in the total amount of \$16,603,000, at a price of \$16,603,000 bearing interest at a variable rate per annum upon the principal amount of each disbursement and maturing on December 28, 2020, or such later date as Lender and the City Council may authorize in writing*, or voluntary or mandatory redemption prior thereto, for the public improvement project

hereinabove referred to, to CoBank, ACB, Greenwood Village, Colorado, is hereby approved and confirmed.

* subject to prior approval of Ahlers & Cooney, P.C. as Bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes

Section 2. That the Mayor and Clerk are now hereby authorized and directed to issue and deliver to CoBank, ACB, Greenwood Village, Colorado, certain Project Notes, Series 2018C, dated date of delivery as follows:

<u>PROJECT NOTE</u> <u>NUMBER</u>	<u>INTEREST</u> <u>RATE</u>	<u>AMOUNT</u>	<u>MATURITY</u>
R-1	Variable	\$16,603,000*	December 28, 2020

* Aggregate amount, subject to disbursement installments.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

TAX EXEMPTION CERTIFICATE

of

CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA, ISSUER

\$16,603,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

CITY OF ADEL, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on October 24, 2018, by the City of Adel, County of Dallas, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$16,603,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$16,603,000 aggregate principal amount of Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means the yield on the Bonds computed under Section 1.148-4(c) of the Regulations, which will be computed as a variable rate issue.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Financial Advisor" means PFM Financial Advisors LLC.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$16,603,000, as set forth in Exhibit A.
- "Issuer" means the City of Adel, a municipal corporation in the County of Dallas, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means the improvements and extensions to the Municipal Water Utility, including construction of a new water treatment plant, two wells, raw water transmission line, 8" transmission main, Highway 169 ground storage reservoir with booster station, South 14th Street booster station upgrades, water main replacement on Highway 169 and Rapids Street, Old Portland Road water main extension, and related site improvements, as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.
- "Purchasers" means CoBank, ACB of Greenwood Village, Colorado, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on October 9, 2018, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the Bond Purchase Agreement.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.
- (b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.
- (c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any

Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par) received at Closing are expected to be deposited and expended as follows:

(a) \$ - 0 - representing pre-issuance accrued interest will be deposited into the Bond Fund and will be used to pay a portion of the interest accruing on the Bonds on the first interest payment date; and

(b) \$48,500 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(c) \$16,554,500 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of improvements and extensions to the Municipal Water Utility, including construction of a new water treatment plant, two wells, raw water transmission line, 8" transmission main, Highway 169 ground storage reservoir with booster station, South 14th Street booster station upgrades, water main replacement on Highway 169 and Rapids Street, Old Portland Road water main extension, and related site improvements.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Output Facilities (water facilities)

The Issuer will use all or a portion of the Proceeds of the Bonds to finance an output facility.

The Issuer will comply with the Code and Regulations with respect to output facilities applicable to the Bonds.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Issuer reasonably anticipates that gross earnings on the Bond Fund will not exceed \$100,000 per year, and because the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

- (b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield the yield on the Bonds computed under Section 1.148-4(c) of the Regulations, which will be computed as a variable rate issue.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 3%. Compliance with the final spending period shall be calculated using actual earnings.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should annual gross earnings exceed \$100,000 or should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established

industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by

the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or

supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

City Treasurer, City of Adel, State of Iowa

(SEAL)

EXHIBIT "A"

**\$16,603,000 WATER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT
NOTE, SERIES 2018C**

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of CoBank, ACB (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "Bonds").

1. ***Purchase of the Bonds.*** On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of \$16,603,000. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. ***Defined Terms.***

a) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

b) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

COBANK, ACB, as Purchaser

By: _____

Name: _____

Dated: October 24, 2018

PROJECT NOTE LOAN AND DISBURSEMENT AGREEMENT

This Loan and Disbursement Agreement (the "Agreement") is entered into as of the 24th day of October, 2018, by and between the City of Adel, in the County of Dallas, State of Iowa (the "Issuer") acting through its City Council (the "Council") and CoBank, ACB, Greenwood Village, Colorado (the "Lender"). Capitalized terms used herein but not defined herein shall have the meanings ascribed in the Council resolution authorizing this Agreement. The parties agree as follows:

1. Loan. Lender agrees to loan and disburse to the Issuer the sum of \$16,603,000, and the Issuer agrees to borrow and accept from the Lender, a loan in the principal amount of \$16,603,000 (the "Loan"), to be evidenced by the issuance of a Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C (the "Notes"), in the maximum principal of \$16,603,000, issued as a single Note, authorized by resolution of the Council (the "Resolution"), dated October 9, 2018.

The proceeds of the Loan shall be used to pay costs improvements and extensions to the Municipal Water Utility, including construction of a new water treatment plant, two wells, raw water transmission line, 8" transmission main, Highway 169 ground storage reservoir with booster station, South 14th Street booster station upgrades, water main replacement on Highway 169 and Rapids Street, Old Portland Road water main extension, and related site improvements. Any remaining Loan proceeds, including accrued interest, if any, shall be deposited in the Project Fund and shall be held therein and used, along with other amounts therein, to pay principal of and interest on the Loan at maturity on December 28, 2020, or such later date as Lender and the Issuer may authorize in writing* (the "Maturity"). At Issuer's sole election, the outstanding principal of the Loan, along with accrued interest, may be paid at any time prior to Maturity. Notwithstanding the foregoing, the Issuer will prepay the outstanding principal of the Loan, along with accrued interest, immediately upon the receipt of loan proceeds from the Water Revenue Capital Loan Notes. Full repayment from the Water Revenue Capital Loan Notes or other lawful sources will evidence the Issuer's request for cancellation of the Loan commitment.

* subject to prior approval of Ahlers & Cooney, P.C. as Bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes.

2. Disbursements. Proceeds of the Loan shall be made available to the Issuer in the form of one or more periodic disbursements as provided in this Section and Section 3.1 of the Resolution, beginning with an initial disbursement issued on the date hereof in an amount not less than \$50,001. The Lender's \$2,500 origination fee may be included in the initial disbursement. Lender will maintain a record of all advances under the loan, the interest accrued thereon, and all payments made with respect thereto, and such record will, absent proof of manifest error, be conclusive evidence of the outstanding principal and interest on the loans. The interest rate on the Note shall be a variable rate per annum as provided in the Resolution authorizing the issuance of the Note. Interest shall accrue on the principal of each installment at said rate per annum from the date of delivery of such installment to Maturity or payment prior thereto. Interest will be calculated on the actual number of days each loan is outstanding on the basis of a year consisting of 360 days and will be payable monthly in arrears by the 20th day of

the following month or on such other day as Lender will require in a written 10-day notice to the Issuer. Interest payments will be made by ACH or may be capitalized through disbursements under the Notes at the request of the Issuer. A single Note, in substantially the form outlined in Section 4.0 of the Resolution, shall be issued to evidence the obligations of the Issuer and to record disbursements. Disbursements shall be made in funds immediately payable to the Issuer to the Project Fund by wire transfer, as requested by the Issuer. Disbursement requests shall list the amount of the requested disbursement (the total of all such disbursements shall not exceed the Loan amount), the requested date of disbursement, and shall be signed by the Mayor and City Clerk, and shall be approved by USDA RD/RUS.

3. Repayment. The Issuer agrees to repay the principal amount of the Loan and any unpaid interest thereon on or before Maturity. The Notes shall be executed and delivered to the Lender to evidence the Issuer's obligation to repay the amounts payable hereunder. The Notes shall be dated the date of delivery and shall bear interest from the date of each disbursement until Maturity as specified in Section 2 hereof.

4. The Council has adopted the Resolution authorizing and approving the form of this Agreement and providing for the issuance and securing the payment of the Loan and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The principal of and interest on the Notes shall be payable solely from the Project Fund, on terms outlined in the Resolution.

5. Upon USDA RD/RUS approval of an increase in loan size above \$16,603,000, the Issuer may issue additional Project Notes of equal standing and parity of lien with these Notes for the purpose of paying Project Costs to the extent that funds appropriated to the Project Fund are adequate to pay all Notes so issued and interest thereon. Lender shall first have the option to agree to amend the Notes to increase the principal amount thereof*, on the same terms as the Notes. If Lender declines to amend the Notes under said circumstances, the Issuer may issue Notes to another lender or purchaser up to the additional amount approved by USDA RD/RUS.

* subject to prior approval of Ahlers & Cooney, P.C. as Bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes.

6. In connection with its purchase of the Notes, the Lender represents and agrees as follows:

a. We have sought such advice as we have deemed necessary and have sufficient knowledge, and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits represented by the Notes.

b. We are aware that the operation of the Municipal Water Utility involves certain economic variables and risks that could affect adversely the security of the Notes.

c. We are able to bear the economic risks of such Notes.

d. We understand that no offering statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the Issuer, the Notes, or with respect to the Project and the City is being issued and that, in due diligence, we have sought such advice as we have deemed necessary and have made our own inquiry and analysis with respect to the Issuer, the Notes and the security therefor, the Project, and other material factors affecting the security and payment of the Notes.

e. We acknowledge that we have been supplied with financial information which is adequate for a reasonable investor in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the Project, the Notes and the security therefor, and including purchase and ownership of municipal and other obligations, so that as a reasonable investor, we have been able to make our decision to purchase the Notes.

f. We understand that the Notes (a) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the laws of Iowa or the "Blue Sky" laws and regulations of any other state, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) will not be readily marketable. We will not re-offer, sell or transfer any of the Notes, except in compliance with any applicable federal or state laws. We will hold the loan in our own account.

7. This Agreement is executed by the Issuer pursuant to the provisions of Sections 76.13, Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements of said statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF ADEL, IOWA (Issuer)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

COBANK, ACB, GREENWOOD VILLAGE, COLORADO (Lender)

By:

Signature

Title

PURCHASE AGREEMENT

We hereby agree to purchase the City of Adel, State of Iowa, Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C, (the "Notes "), in the principal amount of \$16,603,000, to be dated October 24, 2018, and to mature as follows:

Principal Amount	Interest Rate	Maturity
\$16,603,000*	Variable	December 28, 2020**

* Aggregate amount, subject to disbursement installments.

** Or such later date as the undersigned Purchaser and the City may authorize in writing, subject to prior approval of Ahlers & Cooney, P.C. as bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes.

Interest will be payable on the 20th day of each month until maturity or payment prior thereto.

The undersigned Purchaser hereby agrees to perform under the terms of this Agreement, and to purchase the Notes from the City of Adel at a price of \$16,603,000 and accrued interest within thirty days upon delivery of the Notes to the Purchaser together with an opinion approving and certifying the legality of the Notes by the firm of Ahlers & Cooney, P.C., Attorneys, Des Moines, Iowa.

The undersigned, for and on behalf of the Purchaser hereby represents, certifies and agrees as follows:

1. We have sought such advice as we have deemed necessary and have sufficient knowledge, and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits represented by the Notes.

2. We are aware that the operation of the City Water Utility involves certain economic variables and risks that could affect adversely the security of the Notes.

3. We are able to bear the economic risks of such Notes

4. We understand that no offering statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the Issuer, the Notes, or with respect to the Project and the City is being issued and that, in due diligence, we have sought such advice as we have deemed necessary and have made our own inquiry and analysis with respect to the Issuer, the Notes and the security therefor, the Project, and other material factors affecting the security and payment of the Notes.

5. We acknowledge that we have been supplied with financial information which is adequate for a reasonable investor in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the

Issuer, the Project, the Notes and the security therefor, and including purchase and ownership of municipal and other obligations, so that as a reasonable investor, we have been able to make our decision to purchase the Notes.

6. We are acquiring the Notes for our own account and not with a view to resale or other distribution thereof, other than by participation with other financial institutions, and we do not presently intend to divide the Notes purchased by us nor to resell or otherwise dispose of all or any part of the Notes.

7. We understand that the Notes (a) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the laws of Iowa or the "Blue Sky" laws and regulations of any other state, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) will not be readily marketable. We will not offer, sell or transfer any of the Notes or make any change in registration of any of the Notes, except in compliance with any applicable federal or state laws. We will hold the loan in our own account.

8. We will not re-offer, sell or transfer any of the Notes, except in compliance with any applicable federal or state laws. We will hold the loan in our own account.

Dated this _____ day of _____, 2018.

COBANK, ACB, Greenwood Village, Colorado

By: _____

Accepted on behalf of the City Council, of the City of Adel, State of Iowa.

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

REGISTERED
Certificate No. R-1

REGISTERED
Principal Amount \$16,603,000

UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF DALLAS
CITY OF ADEL
WATER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE
SERIES 2018C

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Note Date</u>	<u>CUSIP No.</u>
Variable	December 28, 2020*	October 24, 2018	N/A

* or such later date as Lender and the Issuer may authorize in writing, subject to prior approval of Ahlers & Cooney, P.C. as Bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes

The City of Adel, State of Iowa, a public body organized and existing under and by virtue of the constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

CoBank, ACB, Greenwood Village, Colorado

or registered assigns, the principal sum of SIXTEEN MILLION SIX HUNDRED THREE THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the City Treasurer, Paying Agent of this issue, or its successor. If the total principal amount is not advanced at the time of closing, principal shall be advanced as requested by the Issuer and approved by the Lender and interest shall accrue on the principal amount of each advance from its actual date of the advance until paid, at the variable rate per annum as specified below. Interest shall be payable on the 20th day of each month until maturity or payment prior thereto. The Issuer will prepay the loans immediately upon the receipt of loan proceeds from the Water Revenue Capital Loan Notes, which loan funds may be provided from the Water Revenue Capital Loan Notes in phases during the construction period. As partial prepayments are made from phased loan proceeds received from the Water Revenue Capital Loan Notes, the commitment amount under the Note will be reduced by the full amount of the principal prepaid. Full and final prepayment under this provision from the last of the phased loan proceeds received from the Water Revenue Capital Loan Notes or other lawful sources will evidence the Issuer's request for cancellation of the Note and commitment related thereto. Lender will maintain a record of all advances under the loan, the interest accrued thereon, and all payments made with respect thereto, and such record will, absent proof of manifest error, be conclusive evidence of the outstanding principal and interest on the loans.

Variable Rate: The outstanding principal of the Notes shall bear interest at the variable rate (rounded upward to the nearest 1/100th and adjusted for reserves required on Eurocurrency Liabilities (as hereinafter defined) for banks subject to FRB Regulation D (as hereinafter defined) or required by any other federal law or regulation) per annum equal at all times to 1.35% above the higher of: (1) zero percent (0.000%); or (2) the rate reported at 11:00 a.m. London time for the offering of one (1)-month U.S. dollars deposits, by Bloomberg Information Services (or any successor or substitute service providing rate quotations comparable to those currently provided by such service, as determined by Lender from time to time, for the purpose of providing quotations of interest rates applicable to dollar deposits in the London interbank market) on the first U.S. Banking Day (as hereinafter defined) in each week, with such rate to change weekly on such day. The rate will be reset automatically, without the necessity of notice being provided to Lender, the Issuer, or any other party, on the first U.S. Banking Day of each succeeding week, and each change in the rate will be applicable to all balances subject to this option. Information about the then-current rate will be made available by Lender upon telephonic request from the Issuer. For purposes hereof: (a) "U.S. Banking Day" means a day on which Lender is open for business and banks are open for business in New York, New York; (b) "Eurocurrency Liabilities" will have the meaning as set forth in "FRB Regulation D"; and (c) "FRB Regulation D" means Regulation D as promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Part 204, as amended.

Interest will be calculated on the actual number of days each loan is outstanding on the basis of a year consisting of 360 days and will be payable monthly in arrears by the 20th day of the following month or on such other day as Lender will require in a written notice to the Issuer. Interest payments will be made by ACH.

This Note is issued pursuant to the provisions of Section 76.13 of the City Code of Iowa, for the purpose of paying costs of improvements and extensions to the Municipal Water Utility, including construction of a new water treatment plant, two wells, raw water transmission line, 8" transmission main, Highway 169 ground storage reservoir with booster station, South 14th Street booster station upgrades, water main replacement on Highway 169 and Rapids Street, Old Portland Road water main extension, and related site improvements, in conformity to a Resolution of the Council of the City duly passed and approved, for the purpose of defraying part of the cost of acquiring the Project. For a complete statement of the revenues and funds from which, and the conditions under which this Note is payable, a statement of the conditions under which the additional Notes of equal standing may hereafter be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Resolution. Lender's obligation to make advances under this Note (including the initial advance) is subject to the Lender's receipt of evidence satisfactory to Lender that USDA RD/RUS has approved the expenditures and amount requested to be drawn.

All Notes may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Ten days' written notice of redemption shall be given by ordinary mail to the registered owner of the Note. Failure to give such notice by mail to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, other Notes ranking on a parity therewith, and any additional Notes which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution of which notice is hereby given and is hereby made a part hereof, are payable both as to principal and interest solely from the Project Fund as provided in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an officer of the Registrar, the City Treasurer, Adel, Iowa.

Date of authentication: _____

CITY OF ADEL, STATE OF IOWA

This is one of the Notes described in the within mentioned Resolution, as registered by the City Treasurer

By: _____
Mayor

CITY TREASURER, Registrar

ATTEST:

By: _____
Authorized Signature

By: _____
City Clerk

Registrar and Transfer Agent: City Treasurer
Paying Agent: City Treasurer

(SEAL)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

DELIVERY CERTIFICATE

We the undersigned, City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Adel, State of Iowa; that in pursuance of the provisions of Section 76.13, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered and authenticated and delivered fully registered Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C (the "Notes") of the City of Adel, State of Iowa, in the amount of \$16,603,000, dated October 24, 2018, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity</u>
\$16,603,000*	Variable	December 28, 2020**

* Aggregate amount, subject to disbursement installments.

** Or such later date as the undersigned Purchaser and the City may authorize in writing, subject to prior approval of Ahlers & Cooney, P.C. as bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes.

The Note has been executed with the manual signature of the Mayor and the manual signature of the Clerk of the City, duly authorized and authenticated.

The Note has been delivered to the purchaser thereof, namely:

CoBank, ACB of Greenwood Village, Colorado

and has been paid for in accordance with the terms of the contract of sale and at a price of \$16,603,000 and accrued interest.

We further certify that the City did heretofore establish a Municipal Water System (hereinafter referred to as the "Utility"), that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of the Utility.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned officers to their respective positions, or the validity of the Note, or the pledge of the Project Fund, to the payment of the Note or the power and duty of the City to construct, own and operate its Utility as a revenue producing undertaking and to provide, charge and apply adequate rates and charges for the full and prompt payment of the principal and interest of the Note, and that none of the proceedings or authority for the issuance of the Note has been repealed, revoked, rescinded, or modified in any manner.

We further certify that each of the officers whose signatures appear on the Note were in occupancy and possession of their respective offices at the time the Note was executed and do hereby adopt and affirm their signatures appearing in the Note.

We further certify that the present financial condition of the City is as follows:

Total water revenue bonded indebtedness, including above- mentioned Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C	This issue: \$16,603,000 Project Note \$1,025,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018A (SRF P&D)
All other indebtedness of any kind, payable from Water Revenue	\$ _____

IN WITNESS WHEREOF, we have hereunto affixed our hands at Adel, Iowa, this _____ day of _____, 2018.

Mayor

City Clerk

City Treasurer

(SEAL)

Resolution No. 18-68

Council Member _____ moved that the form of Tax Exemption Certificate be placed on file and approved. Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Council Member _____ introduced the following Resolution and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

Resolution No.:

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$16,603,000 WATER REVENUE CAPITAL LOAN NOTES
ANTICIPATION PROJECT NOTE, SERIES 2018C

WHEREAS, the Issuer is a political subdivision duly organized and existing under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of improvements and extensions to the Municipal Water Utility, including construction of a new water treatment plant, two wells, raw water transmission line, 8” transmission main, Highway 169 ground storage reservoir with booster station, South 14th Street booster station upgrades, water main replacement on Highway 169 and Rapids Street, Old Portland Road water main extension, and related site improvements, and it is deemed necessary and advisable that a form of Project Note Loan and Disbursement

Agreement be approved and authorized and Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C, in the amount of \$16,603,000 be issued for said purpose; and

WHEREAS, the Notes will be payable from the Project Fund established herein into which the Issuer pledges proceeds of the not to exceed \$16,603,000 Water Revenue Capital Loan Notes, which Council authorized additional action upon by resolution dated August 14, 2018, said notes to be issued upon completion of the Project; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.83 of the Code of Iowa, as amended, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of the Notes in anticipation of said future financing per Section 76.13:

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, STATE OF IOWA:

Section 1. Definitions. As used in this Resolution:

- ◆ "Acquired" means acquisition by purchase, construction or by any other method.
- ◆ "Additional Project Notes" means additional Project Notes issued as provided in Section 18 of this Resolution.
- "City" or "Issuer" means the City of Adel, State of Iowa.
- ◆ "Governing Body" means the City Council.
- "Issuer" shall mean the City of Adel, State of Iowa.
- "Lender" shall mean CoBank, ACB, Greenwood Village, Colorado
- "Loan and Disbursement Agreement" shall mean the Project Note Loan and Disbursement Agreement between Issuer and Lender, dated the date of delivery.
- ◆ "Investment Securities" means United States Governmental obligations, and also, obligations the principal and interest on which are fully guaranteed by the United States.
- ◆ "Notes" means the Project Note authorized to be issued by Section 3 of this Resolution.
- ◆ "Paying Agent" means the City Treasurer or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuers agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- ◆ "Permitted Investments" shall mean any investments permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Note or project costs.
- ◆ "Project" means the improvements authorized to be acquired and constructed under the provisions hereof and more particularly described as follows: improvements and extensions to the Municipal Water Utility, including construction of a new water treatment plant, two wells, raw water transmission line, 8" transmission main, Highway 169 ground storage reservoir with booster station, South 14th Street booster station upgrades, water main replacement on Highway 169 and Rapids Street, Old Portland Road water main extension, and related site improvements.
- ◆ "Project Cost" or "Costs" means all costs of acquiring the Project, including engineering, legal, accounting, financial, interest during construction and other expenses incidental thereto, and also including the costs of issuance of Project Notes.
- ◆ "Project Fund" means the Project Fund established by Section 6 of this Resolution.
- ◆ "Rebate Fund" means the fund so defined and established pursuant to the Tax Exemption Certificate.
- ◆ "Registrar" means City Treasurer of Adel, Iowa or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- ◆ "Resolution" means this Resolution of the City.
- ◆ "Tax Exemption Certificate" means the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- ◆ "Treasurer" means the Finance Director of the City or such other officers as the governing body may from time to time designate.
- ◆ "USDA RD/RUS" means the United States Department of Agriculture, acting through Rural Development or the Rural Utilities Service.

Section 2. Payment of Cost. To pay the Project Costs it is hereby determined that the Issuer borrow the sum of \$16,603,000, and that Project Notes be issued therefor pursuant to the provisions of Section 76.13 of the Code of Iowa, as amended, pledging for the payment thereof the Project Fund of the City.

Section 3. Note Details, Execution, Redemption and Registration.

(a) Note Details. The Notes shall be designated Water Revenue Capital Loan Notes Anticipation Project Note, Series 2018C, may be issued and delivered in one or more installments, shall consist of a single Note, in the par amount of the loan, bearing interest from the date of each advance under the Notes, at a variable rate per annum, said interest payable monthly until maturity or payment prior thereto. The Issuer will prepay the loans immediately upon the receipt of loan proceeds from the Water Revenue Capital Loan Notes, which loan funds may be provided from the Water Revenue Capital Loan Notes in phases during the construction period. As partial prepayments are made from phased loan proceeds received from the Water Revenue Capital Loan Notes, the commitment amount under the Note will be reduced by the full amount of the principal prepaid. Full and final prepayment under this provision from the last of the phased loan proceeds received from the Water Revenue Capital Loan Notes or other lawful sources will evidence the Issuer's request for cancellation of the Note and commitment related thereto.

If the proceeds of the loan are disbursed in installments, the principal amount and date of disbursement shall be recorded in Lender's records, and interest shall accrue on the principal of each installment from the date of delivery of the installment to maturity or payment prior thereto. Lender will maintain a record of all advances under the loan, the interest accrued thereon, and all payments made with respect thereto, and such record will, absent proof of manifest error, be conclusive evidence of the outstanding principal and interest on the loans. The Notes shall mature on December 28, 2020, or such later date as Lender and the Issuer may authorize in writing.

Variable Rate: The outstanding principal of the Notes shall bear interest at the variable rate (rounded upward to the nearest 1/100th and adjusted for reserves required on Eurocurrency Liabilities (as hereinafter defined) for banks subject to FRB Regulation D (as hereinafter defined) or required by any other federal law or regulation) per annum equal at all times to 1.35% above the higher of: (1) zero percent (0.000%); or (2) the rate reported at 11:00 a.m. London time for the offering of one (1)-month U.S. dollars deposits, by Bloomberg Information Services (or any successor or substitute service providing rate quotations comparable to those currently provided by such service, as determined by Lender from time to time, for the purpose of providing quotations of interest rates applicable to dollar deposits in the London interbank market) on the first U.S. Banking Day (as hereinafter defined) in each week, with such rate to change weekly on such day. The rate will be reset automatically, without the necessity of notice being provided to Lender, the Issuer, or any other party, on the first U.S. Banking Day of each succeeding week, and each change in the rate will be applicable to all balances subject to this option. Information about the then-current rate will be made available by Lender upon telephonic request from the Issuer. For purposes hereof: (a) "U.S. Banking Day" means a day on which Lender is open for business and banks are open for business in New York, New York; (b) "Eurocurrency Liabilities" will have the meaning as set forth in "FRB Regulation D"; and (c) "FRB Regulation D" means Regulation D as

promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Part 204, as amended.

Interest will be calculated on the actual number of days each advance is outstanding on the basis of a year consisting of 360 days and will be payable monthly in arrears by the 20th day of the following month or on such other day as Lender will require in a 10-day written notice to the Issuer. Each interest payment shall be calculated for the period from the first day of the month through the last day of the month, subject to the day of the advance(s) and the day of maturity or redemption, said interest payments to be invoiced by Lender each month showing the calculation of the interest payments. Interest payments will be made by ACH or may be capitalized through disbursements under the Notes at the request of the Issuer.

(b) Execution. The Notes shall be executed by the manual signature of the Mayor and countersigned by the manual signature of the City Clerk and shall have the seal of the Issuer impressed or printed thereon and shall be fully registered as to both principal and interest as provided in this Resolution; principal; interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note or otherwise in accordance with the Note. In the absence of the Mayor, the Mayor Pro Tem is authorized to act in the capacity of the Mayor to carry out the provisions of this Resolution. In the absence of the City Clerk, the Deputy City Clerk is authorized to act in the capacity of the City Clerk to carry out the provisions of this Resolution. After execution, the Notes shall be held by the City Clerk for delivery.

(c) Redemption. All Notes may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Ten days' written notice of redemption shall be given by ordinary mail to the registered owner of the Note. Failure to give such notice by mail to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

(d) Loan and Disbursement Agreement; Closing Documents. There is hereby authorized to be executed on behalf of the Issuer, the Loan and Disbursement Agreement with the Lender, substantially in the form attached hereto as Exhibit A, providing for a loan to the Issuer of up to \$16,603,000, to be evidenced by one or more Notes, as authorized herein. The principal amount of the loan will be advanced in installments and shall bear interest per annum on the principal amount of each installment from the date of delivery for each installment to maturity.

The Loan and Disbursement Agreement shall be executed by the Mayor of the City and attested by the City Clerk of said City on behalf of the Council, and when so executed and also executed by the Lender, shall be binding on the parties thereto.

The Mayor, City Clerk, Deputy City Clerk and Finance Director are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 3.1. Authorized Project Costs and Advances; Conditions Precedent to Closing and Advances.

(a) Authorized Project Costs and Advances. Subject to the conditions precedent set forth in Section 3.1 hereof, advances under the Notes shall be deposited in the Project Fund from time to time by the Lender upon the written request of the Issuer and expended in order to pay or as reimbursement to the Issuer for payments made by it for the costs of the Project, including the payment or reimbursement to the Issuer of such amounts as shall be necessary to pay for or reimburse the Issuer for expenditures in connection with (i) the preparation of plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof), and payment of any architectural, engineering or surveying fees and expenses, (ii) costs of demolition of any existing structure, (iii) the acquisition of the land (if any) for and the construction of the Project, including but not limited to labor, services, materials and supplies used in construction, and all construction, acquisition and installation expenses required to provide utility services or other facilities, and all real or personal properties deemed necessary in connection with the Project (including architectural, engineering and surveying services with respect to any of the foregoing), (iv) the acquisition of equipment, (v) costs of issuance of the Notes including but not limited to the origination fee (if any), and attorney fees and expenses of the Issuer, and (vi) any other costs and expenses relating to the Project and approved by Lender.

(b) Conditions Precedent to Closing. The Lender's obligation to close the Notes is subject to Lender's receipt of copies of the (i) USDA RD/RUS letter of conditions to be met by the Issuer; (ii) Issuer's letter of intent to meet the conditions contained in the USDA RD/RUS letter of conditions; and (iii) USDA RD/RUS obligation of funds for the full loan amount of \$16,603,000.

(c) Conditions Precedent to Initial Advance. The Lender's obligation to make the initial advance contemplated by Section 3 hereof, is subject to the Lender's receipt of the USDA RD/RUS Commitment to Lend.

(d) Conditions Precedent to Any Advances. The Lender's obligation to make any advances under the Notes (including the initial advance) is subject to the Lender's receipt of evidence satisfactory to Lender that USDA RD/RUS has approved the expenditures and amount requested to be drawn.

Section 4. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

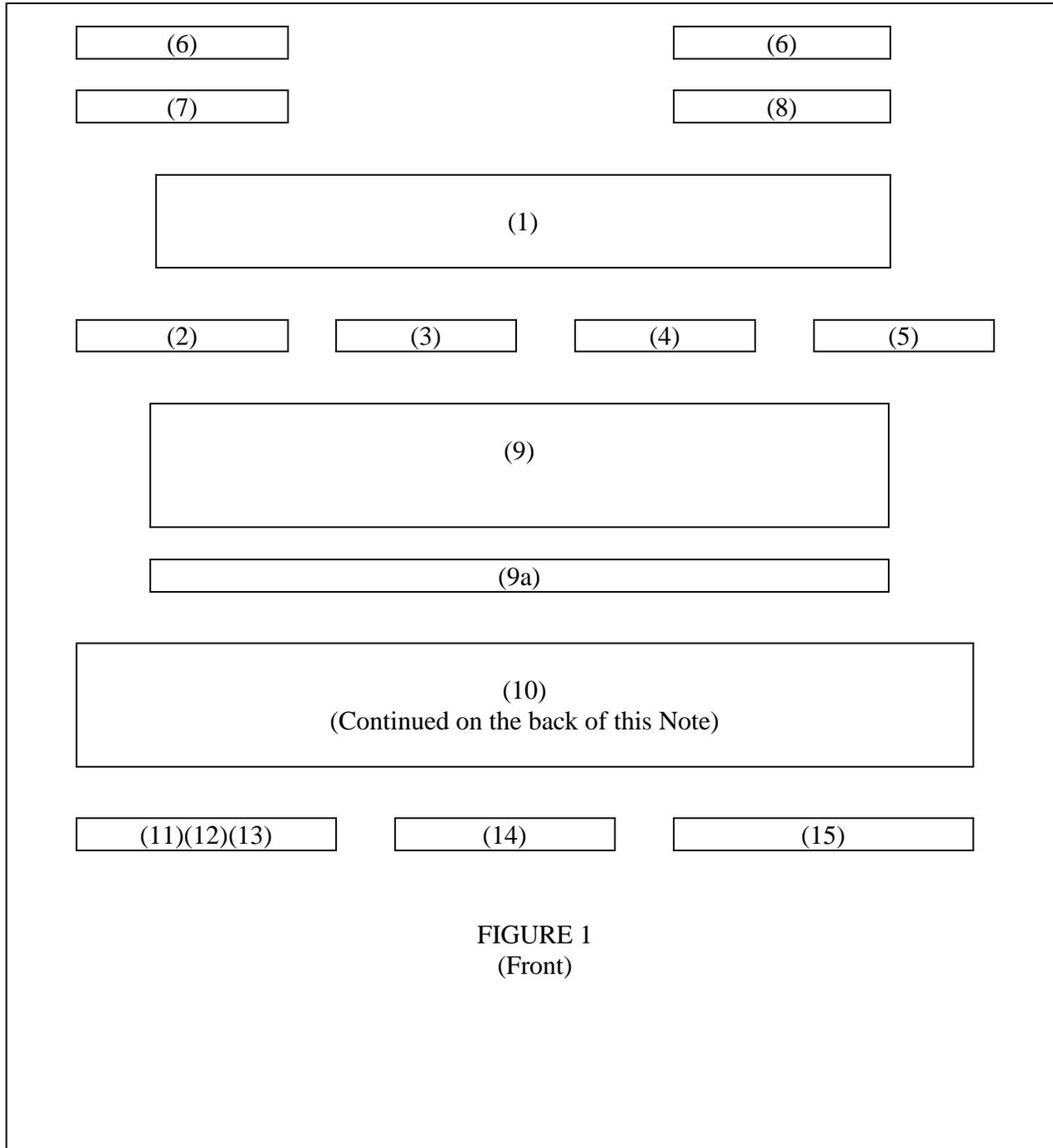


FIGURE 1
(Front)

(10) (Continued)		(16)
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FIGURE 2
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"
"COUNTY OF DALLAS"
"CITY OF ADEL"
"WATER REVENUE CAPITAL LOAN NOTES
ANTICIPATION PROJECT NOTE"
"SERIES 2018C"

Item 2, figure 1= Rate: Variable
Item 3, figure 1= Maturity: December 28, 2020*
Item 4, figure 1= Note Date: October 24, 2018
Item 5, figure 1= CUSIP No.: N/A
Item 6, figure 1= "Registered"
Item 7, figure 1= Note No. R-1
Item 8, figure 1= Principal Amount: \$16,603,000

* or such later date as Lender and the Issuer may authorize in writing, subject to prior approval of Ahlers & Cooney, P.C. as Bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes

Item 9, figure 1= The City of Adel, State of Iowa, a public body organized and existing under and by virtue of the constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of SIXTEEN MILLION SIX HUNDRED THREE THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the City Treasurer, Paying Agent of this issue, or its successor. If the total principal amount is not advanced at the time of closing, principal shall be advanced as requested by the Issuer and approved by the Lender and interest shall accrue on the principal amount of each advance from its actual date of the advance until paid, at the variable rate per annum as specified below. Interest shall be payable on the 20th day of each month until maturity or payment prior thereto. The Issuer will prepay the loans immediately upon the receipt of loan proceeds from the Water Revenue Capital Loan Notes, which loan funds may be provided from the Water Revenue Capital Loan Notes in phases during the construction period. As partial prepayments are made from phased loan proceeds received from the Water Revenue Capital Loan Notes, the commitment amount under the Note will be reduced by the full amount of the principal prepaid. Full and final prepayment under this provision from the last of the phased loan proceeds received from the Water Revenue Capital Loan Notes or other lawful sources will evidence the Issuer's request for cancellation of the Note and commitment related thereto. Lender will maintain a

record of all advances under the loan, the interest accrued thereon, and all payments made with respect thereto, and such record will, absent proof of manifest error, be conclusive evidence of the outstanding principal and interest on the loans.

Variable Rate: The outstanding principal of the Notes shall bear interest at the variable rate (rounded upward to the nearest 1/100th and adjusted for reserves required on Eurocurrency Liabilities (as hereinafter defined) for banks subject to FRB Regulation D (as hereinafter defined) or required by any other federal law or regulation) per annum equal at all times to 1.35% above the higher of: (1) zero percent (0.000%); or (2) the rate reported at 11:00 a.m. London time for the offering of one (1)-month U.S. dollars deposits, by Bloomberg Information Services (or any successor or substitute service providing rate quotations comparable to those currently provided by such service, as determined by Lender from time to time, for the purpose of providing quotations of interest rates applicable to dollar deposits in the London interbank market) on the first U.S. Banking Day (as hereinafter defined) in each week, with such rate to change weekly on such day. The rate will be reset automatically, without the necessity of notice being provided to Lender, the Issuer, or any other party, on the first U.S. Banking Day of each succeeding week, and each change in the rate will be applicable to all balances subject to this option. Information about the then-current rate will be made available by Lender upon telephonic request from the Issuer. For purposes hereof: (a) "U.S. Banking Day" means a day on which Lender is open for business and banks are open for business in New York, New York; (b) "Eurocurrency Liabilities" will have the meaning as set forth in "FRB Regulation D"; and (c) "FRB Regulation D" means Regulation D as promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Part 204, as amended.

Interest will be calculated on the actual number of days each loan is outstanding on the basis of a year consisting of 360 days and will be payable monthly in arrears by the 20th day of the following month or on such other day as Lender will require in a written notice to the Issuer. Interest payments will be made by ACH.

This Note is issued pursuant to the provisions of Section 76.13 of the City Code of Iowa, for the purpose of paying costs of improvements and extensions to the Municipal Water Utility, including construction of a new water treatment plant, two wells, raw water transmission line, 8" transmission main, Highway 169 ground storage reservoir with booster station, South 14th Street booster station upgrades, water main replacement on Highway 169 and Rapids Street, Old Portland Road water main extension, and related site improvements, in conformity to a Resolution of the Council of the City duly passed and approved, for the purpose of defraying part of the cost of acquiring the Project. For a complete statement of the revenues and funds from which, and the conditions under which this Note is payable, a statement of the conditions under which the additional Notes of equal standing may hereafter be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Resolution. Lender's obligation to make advances under this Note (including the initial advance) is subject to the Lender's receipt of evidence satisfactory to Lender that USDA RD/RUS has approved the expenditures and amount requested to be drawn.

All Notes may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in any order of

maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Ten days' written notice of redemption shall be given by ordinary mail to the registered owner of the Note. Failure to give such notice by mail to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, other Notes ranking on a parity therewith, and any additional Notes which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution of which notice is hereby given and is hereby made a part hereof, are payable both as to principal and interest solely from the Project Fund as provided in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an officer of the Registrar, the City Treasurer, Adel, Iowa.

- Item 11, figure 1 = Date of authentication:
- Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by the City Treasurer.

CITY TREASURER, Registrar

By: _____
Authorized Signature

Item 13, figure 1 = Registrar and Transfer Agent: City Treasurer
Paying Agent: City Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

Item 14, figure 1 = (Seal)
Item 15, figure 1 = [Signature Block]

CITY OF ADEL, STATE OF IOWA

By: _____ (manual signature)
Mayor

ATTEST:

By: _____ (manual signature)
City Clerk

Item 16, figure 2 = [Assignment Block]
[Information Required for Registration]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
 Address of Transferee(s) _____
 Social Security or Tax Identification _____
 Number of Transferee(s) _____
 Transferee is a(n):
 Individual* _____ Corporation _____
 Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
 (Cust) (Minor)
 Under Iowa Uniform Transfers
 to Minors Act.....
 (State)

Section 5. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The City Treasurer is hereby appointed as Note Registrar under the terms of this. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be canceled by the Registrar. All Notes which are canceled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the canceled Notes to the Issuer.

(f) Non-Presentation of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any Note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period

equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 6. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 7. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Note to the Paying Agent.

Section 8. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and City Clerk shall execute and deliver the Notes to the City Treasurer who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a certificate of authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 9. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 10. Security for Notes. The Notes, together with interest thereon, shall be payable solely from the Project Fund. To pay the principal and interest on the Notes when it becomes due, there is hereby created a pledge of the receipts anticipated in such Fund to continue until the payment in full of the principal and interest on the Notes.

Section 11. Establishment of Project Fund. The Issuer hereby creates and establishes a USDA Water System Project Fund, into which Fund are hereby appropriated the following:

Proceeds of the Notes and also proceeds from the sale of not to exceed \$16,603,000 Water Revenue Capital Loan Notes heretofore authorized to be issued by Council action August 14, 2018

The funds so appropriated shall include in addition thereto all funds of the Issuer, including proceeds realized on the reinvestment of proceeds of the Notes, from which the Issuer is or may become obligated to pay under contracts for the construction of the project to the extent that proceeds of the Notes are applied to the payment thereof.

Section 12. Application of Project Fund. The proceeds of the sale of the Notes shall be deposited in the Project Fund for application to payment of Project Costs and the costs of issuance of the Notes to pay the principal of or interest on these Notes when due.

Disbursements for the payment of Project Costs shall be made by the City Treasurer upon receipt of vouchers approved by the Governing Body.

After completion of the Project, any moneys remaining in the Project Fund shall be held for the retirement of Notes. When all Notes are paid or payment is provided for, remaining moneys in the Project Fund may be withdrawn and used for any lawful purpose.

Section 13. Investments. Moneys in the Project Fund shall at all times be invested, to the extent practicable in Investment Securities maturing at such times and in such amounts as will make cash available for the purposes of such Fund as needed.

Section 14. Covenants with Noteholders. Issuer covenants and agrees, so long as any Notes herein authorized remain unpaid, that it:

- a. Will proceed to complete with all practicable dispatch the construction and acquisition of the Project;
- b. Will not make or cause or permit to be made any application of the proceeds of the Notes or of any moneys held in the Project Fund, except in accordance with the provisions of this Resolution;
- c. Will from time to time increase the amount of the appropriations to the Project Fund, to the extent necessary to assure that the expected receipts thereafter forthcoming, together with the Funds appropriated and held in trust for the purpose will be sufficient to pay when due the Notes as to both principal and interest.
- d. Will obtain the collection of funds and the proceeds of the sale of bonds anticipated to be received in the Project Fund and, if not paid from other sources, apply the same to the payment of the Notes and interest thereon; and
- e. For the prompt and full performance of the terms and provisions of this Resolution and contract with the noteholders, the Issuer pledges its full diligence and the exercise of its lawful powers.

f. Furnish to Lender, within one hundred eighty (180) days after the close of each fiscal year of Issuer, a copy of the Issuer's Financial Report on Form F-66 (IA-2) for such fiscal year as filed with the Office of the Auditor of the State of Iowa.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between the Issuer and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Notes it will comply with the requirements of the statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are not facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 18. Additional Notes. Upon USDA RD/RUS approval of an increase in loan size above \$16,603,000, the Issuer may issue additional Project Notes of equal standing and parity of lien with these Notes for the purpose of paying Project Costs to the extent that funds appropriated to the Project Fund are adequate to pay all Notes so issued and interest thereon. Lender shall first have the option to agree to amend the Notes to increase the principal amount thereof*, on the same terms as the Notes. If Lender declines to amend the Notes under said circumstances, the Issuer may issue Notes to another lender or purchaser up to the additional amount approved by USDA RD/RUS.

* subject to prior approval of Ahlers & Cooney, P.C. as Bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes.

The holder or holders of the Notes shall have all other rights and remedies given by law for the payment and enforcement of the Notes and the security therefor.

Section 19. Not Qualified Tax-Exempt Obligations. The Notes shall not be designated as qualified tax-exempt obligations as defined by Section 265(b) of the Internal Revenue Code of the United States, as amended.

Section 20. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 21. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 22. Repeal of Conflicting Resolutions or Ordinances. That all ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Paragraph Headings. The paragraph headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Steven M. Nadel
515.246.0306
snadel@ahlerslaw.com

October 4, 2018

Mr. Anthony Brown
City Administrator
City of Adel
P.O. Box 248 - 301 S. 10th Street
Adel, IA 50003

Re: The City of Adel, State of Iowa – Contract Proceedings for USDA #3 and #4

- Bryan & Rapids Street Water Main Replacement
- Phase 1 – Part B Section 1 (Raw Water Transmission Main)
- Phase 1 – Part B Sections 2 & 3 (Wells 5 & 6 Drilling and Site Work)
- Bid Package No. 1 – Lift Station
- Bid Package No. 2 – Sanitary Sewer and Force Main

Dear Mr. Brown:

These instructions apply to all of the five (5) bid lettings listed above.

Enclosed are proceedings to be used for ordering construction, setting the hearing date, and approving publication of notice of public hearing and posting of notice to bidders. Proceedings to be used on the date fixed for the hearing on plans and specifications, proceedings with respect to receipt of bids, and subsequent proceedings to be used thereafter through the final approval of the execution of contract and bond of the contractor, and a resolution accepting the work when it is completed, are also enclosed.

As a first step in the contract procedure, the plans, specifications, form of contract and the engineer's preliminary estimate of costs must be placed on file in the City Clerk's office prior to publication of the Notice of Public Hearing and posting of the Notice to Bidders.

Before construction bids are acted upon, the Council must hold a hearing on the proposed plans, specifications and contract, as well as on the cost of the proposed improvement project.

Code Section 26.12 provides at public hearing any interested person may appear and file objections to the proposed plans, specifications, contract or estimated cost of the public improvement. After hearing all objections, this section provides that the governing body shall, by resolution, enter its decision on such items above mentioned. The proceedings enclosed have been prepared on the basis that the hearing will be held and the decision made before construction bids are considered by the Council.

October 4, 2018

Page 2

The proceedings enclosed have also been prepared on the basis that no written objections were filed and/or that no oral objections were made by any interested person. If this assumption on our part proves to be incorrect on the date of the hearing and letting, I would then suggest that, after written objections are received and/or oral objections heard, that after considering all objections filed and/or made, if the Council feels that such objections are without merit, that they proceed to pass the resolution adopting the plans, specifications, form of contract and estimate of costs, but that the minutes be changed by indicating the number of written or oral objections AND by inserting a summary of written or oral objections made at the hearing.

The contract may be awarded to the lowest bidder or all bids may be rejected and a date set for a new letting. After awarding the contract, and when the contractor has returned an executed contract and bond, the Council can act upon the undated proceedings enclosed herewith entitled "Resolution Approving Construction Contract and Bond".

If any questions arise concerning the sufficiency of the bids or the action to be taken in respect to them, the Council can adjourn the consideration of the bids within the period specified in the specifications and meet at a later date to make the award.

An extra copy of the procedures are enclosed to be completed as originals and certified back to this office.

If you have any questions concerning the above procedure or any matters which may arise regarding this project, please contact our office.

Very truly yours,

AHLERS & COONEY, P.C.

By



Steven M. Nadel

SMN:kls

Encl.

01525201-1\10113-081

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of Adel, Iowa.
Date of Meeting: October 9, 2018
Time of Meeting: 6:00 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Bryan & Rapids Street Water Main Replacement

- Resolution ordering construction of the Bryan & Rapids Street Water Main Replacement, and fixing a date for hearing thereon and taking of bids therefor.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Adel, State of Iowa

October 9, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 118 S. Main, Adel, Iowa, at 6:00 o'clock P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Resolution No. 18-71

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted.

Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Bryan & Rapids Street Water Main Replacement; and

WHEREAS, the City of Adel has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Council for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26 of the Code of Iowa, to hold a public hearing and to advertise for bids:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Bryan & Rapids Street Water Main Replacement, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Hearing; the public improvements being more generally described as follows:

Bryan & Rapids Street Water Main Replacement

RAPIDS STREET WATER MAIN – North 19th St. to North 15th St.

- 1) *Construction of temporary water main.*
- 2) *Installation of new water main along Rapids Street from 19th Street to 15th Street.*
- 3) *Connection of new main to existing water distribution system.*
- 4) *Connection of existing water services along Rapids Street to the newly constructed water main.*
- 5) *Removal of the temporary water main on Rapids Street.*
- 6) *Replacement of storm sewer and structures removed for installation of water main on Rapids St.*
- 7) *Replacement of PCC street paving, driveways, and sidewalks along Rapids Street.*

BRYAN STREET WATER MAIN – South 10th Street to US Highway 169 & Cottage Street to Bryan Street

- 1) *Installation of new water main along Bryan Street from S 10th Street to US Highway 169.*
- 2) *Connection of new main to existing water distribution system and construct new water services.*
- 3) *Replacement of storm sewer and structures removed for installation of water main on Bryan St.*
- 4) *Replacement of PCC street paving, driveways, and sidewalks along Bryan Street and Highway 169.*
- 5) *Final site grading and seeding at both locations.*
- 6) *All other work as required by the Contract Documents.*

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

Section 3. That the City Clerk be and is hereby directed to post a notice to bidders once in each of the following: (i) a relevant contractor plan room service with statewide circulation; (ii) a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to November 14, 2018, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 1:00 P.M., on such date.

Section 4. That the City Council hereby delegates to the City Clerk the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on November 27, 2018, at 6:00 o'clock P.M.

Section 5. That the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. The publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 6:00 o'clock P.M. on October 22, 2018.

Section 6. That the City Clerk shall cause the notices described in Section 3 and Section 5 hereof to be posted and published, the posting and publication to be within the posting and publication timeline for each notice outlined above.

Section 7. That the Notice to Bidders and Notice of Public Hearing shall be substantially in the forms attached hereto:

**CITY OF ADEL, IOWA
BRYAN STREET & RAPIDS STREET WATER MAIN REPLACEMENT**

NOTICE TO BIDDERS

Sealed Bids for the construction of the **BRYAN STREET & RAPIDS STREET WATER MAIN REPLACEMENT, ADEL, IOWA**, will be received, by the **City of Adel, Iowa**, at the office of the City Clerk at **City Hall**, located at **301 South 10th Street, Adel, Iowa, 50003**, before **1:00 P.M.** local time on **November 14, 2018**, at which time the bids received will be publicly opened and read in the Council Chambers at City Hall, **301 South 10th Street, Adel, Iowa, 50003**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

The tabulated results of the bid opening will be considered by the Adel City Council at their meeting in the Council Chambers at City Hall, **301 South 10th Street, Adel, Iowa, 50003** on **November 27, 2018, at 6:00 P.M.** at which time the Council may take action on the proposals submitted or at such time as may then be fixed.

The City Council of Adel, Iowa, will hold a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of said improvements at **6:00 P.M. on Monday, October 22, 2018**, in the Council Chambers at **City Hall** located at **301 South 10th Street, Adel, Iowa, 50003**. At said hearing, any interested person may appear and file objections thereto or to the cost of the improvements.

A pre-bid conference will be held at **1:00 P.M.** local time on **Tuesday, October 30, 2018** at **City Hall** located at **301 South 10th Street, Adel, Iowa, 50003**. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of the improvements, including:

RAPIDS STREET WATER MAIN – North 19th St. to North 15th St.

- 1) Construction of temporary water main.
- 2) Installation of new water main along Rapids Street from 19th Street to 15th Street.
- 3) Connection of new main to existing water distribution system.
- 4) Connection of existing water services along Rapids Street to the newly constructed water main.
- 5) Removal of the temporary water main on Rapids Street.
- 6) Replacement of storm sewer and structures removed for installation of water main on Rapids St.
- 7) Replacement of PCC street paving, driveways, and sidewalks along Rapids Street.

BRYAN STREET WATER MAIN – South 10th Street to US Highway 169 & Cottage Street to Bryan Street

- 1) Installation of new water main along Bryan Street from S 10th Street to US Highway 169.
- 2) Connection of new main to existing water distribution system and construct new water services.
- 3) Replacement of storm sewer and structures removed for installation of water main on Bryan St.

- 4) Replacement of PCC street paving, driveways, and sidewalks along Bryan Street and Highway 169.
- 5) Final site grading and seeding at both locations.
- 6) All other work as required by the Contract Documents.

The Owner will receive and consider bids on the Project and will award a separate Contract for Section 1 and a separate contract for Section 2. Proposals can be submitted for Section 1 only, Section 2 only, or both Sections. The award of the Contracts will be made to the lowest responsive, responsible Bidder(s), based on the Bid Proposal Form with the lowest TOTAL BID PRICE for each Section. Combined bid price totals for Sections 1 & 2 will not be used to determine the low bidder. Tied bids will not be accepted. **As Section 1 and Section 2 are being considered separately for both Bidding and Contracting, a separate Bid Bond shall accompany each Bid Form if bidding on both sections.** Notwithstanding the foregoing, the owner reserves the right to award the contract as it deems to be in the best interests of the City.

All Work is to be in strict compliance with the Plans and Specifications prepared by McClure Engineering Company, P.C., of Clive, Iowa, which together with the proposed form of contract and estimate of cost have heretofore been approved by the Owner. By reference, they are made a part hereof as though fully set out and incorporated herein.

All bids shall be made on a form furnished by the City and shall be filed on or before the time herein set, in a sealed envelope addressed to the City Clerk of Adel, Iowa, clearly stating that the envelope contains a bid on this project. All Bidders must submit and sign the Bid Proposal Form in the Specifications (Section 00 41 00). All attachments included in Section 00 41 00 – Bid Proposal Form, shall be signed and submitted with the Bid Package.

By virtue of statutory authority, a preference will be given to products and provisions and coal produced within the State of Iowa.

Each bid shall be accompanied by a bid security as defined in Iowa Code Section 26.8, in the form of a Bid Bond, Certified Check, Cashier's Check or a Certified Share Draft in a separate sealed envelope in an amount equal to five (5) percent of the total amount bid. A Bid Bond must be on the form provided with the Contract Documents. The Certified Check or Cashier's Check shall be drawn on a state-chartered or federally-chartered bank. A Certified Share Draft shall be drawn on a state-chartered or federally-chartered credit union. Certified Checks, Cashier's Checks or Certified Share Drafts shall be made payable to the CITY OF ADEL, as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required Performance and Payment Bonds and Certificate of Insurance.

Bid security shall be furnished in accordance with the Instructions to Bidders. The Certified Check, Cashier's Check or Certified Share Draft may be cashed, or the Bid Bond forfeited and the proceeds retained as liquidated damages if the Bidder fails to execute a contract or file acceptable Performance and Payment Bonds or provide an acceptable Certificate of Insurance within ten (10) days after the acceptance of his proposal by resolution of the Owner. No bidder may withdraw a proposal within ninety (90) days after the date set for opening bids. The checks of the unsuccessful bidders will be promptly returned to them after award of the Contract.

The method of construction of all improvements shall be by contract in accordance with the Plans and Specifications and general stipulations for said improvements approved by the Owner. Payment for the cost of such improvements will be made in cash to be derived from such fund or funds as are legally

available for such purpose.

Payment to Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five (95) percent of the Contract value of the Work completed during the preceding calendar month. Estimates will be prepared on the first day of each month by the Contractor. Subject to the approval of the Engineer, who will certify each approved estimate to the City for payment on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after the final acceptance of the work by the Owner, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. Payment must also be in accordance with Chapter 26 of the Code of Iowa and will be made "after the completion and final acceptance of the improvement" as provided in Section 573.14 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid for in accordance with requirements stated in the Specifications.

Before final payment will be made on this project, the Contractor(s) and subcontractor(s) shall provide lien waivers as required in these Specifications.

Owner will issue special exemption certificates to Contractors and subcontractors, allowing them to purchase, or withdraw from inventory, building materials for the contract free from sales tax. Refer to Article 22 of the Instructions to Bidders.

The successful Bidder will be required to furnish a corporate surety bond in an amount equal to one-hundred (100) percent of the Contract Price. Said Bond to be issued by a responsible surety approved by the Owner and authorized to do business in the State of Iowa, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for not less than two (2) years from the date of Substantial Completion. Successful bidder shall also be required to provide Payment Bond as provided in the Specifications. All Bonds subject to the appropriate requirements in Code of Iowa 573.2 through 573.5.

Work on the improvement shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract and bonds by the Council, and be completed as stated below. The Work shall be substantially completed on or before **September 15, 2019** and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before **September 30, 2019**. Failure to meet the final completion date will result in liquidated damages of \$500.00 per calendar day.

The Issuing Office for the Bidding Documents is: **McClure Engineering Company, 1360 NW 121st Street, Clive, Iowa, 50325, (Phone 515-964-1229)**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **8:00 a.m. and 5:00 p.m.**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Complete digital project Bidding Documents and Contract Documents and Plans are available at www.questcdn.com. You may download the digital documents for free by inputting Quest project number **Quest CDN #5975021** on the website's Project Search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading, and working in this digital project information.

Printed copies of the Bidding Documents may be obtained from the Issuing Office during the hours indicated above. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of \$25 per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met. 1. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within 14 days after award of the project will receive a full refund. If they are not returned, or returned past the deadline, or are not in a reusable condition as judged by the Engineer, the deposit shall be forfeited. Checks for Bidding Documents shall be payable to "McClure Engineering Company".

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities as it may deem to be for the best interests of the Owner.

To the extent required by Iowa law, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. Failure to submit a fully completed Bidder Status Form with the Proposal may result in the proposal being deemed nonresponsive and rejected.

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver apply to this contract.

Published by the order of the City Council of Adel, Iowa.

Owner: CITY OF ADEL, IOWA

By: Brittany Sandquist

Title: Deputy City Clerk

Date: _____

+ + END OF ADVERTISEMENT FOR BIDS + +

CITY OF ADEL, IOWA
BRYAN STREET & RAPIDS STREET WATER MAIN REPLACEMENT

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Council of the City of Adel, Iowa, will hold a public hearing on **Monday, October 22, 2018, at 6:00 P.M.** in the Council Chambers of Adel City Hall, 301 S. 10th Street, Adel, Iowa, at which meeting the Council proposes to hear comments from the public on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of the **BRYAN STREET & RAPIDS STREET WATER MAIN REPLACEMENT, ADEL, IOWA** project. At said hearing, any interested person may appear and file objections thereto or to the cost of the proposed improvements.

The extent of work on this proposed project is the furnishing of all labor, equipment, and materials for the construction of the improvements, which consist of constructing:

Replacement of water main on Bryan Street from South 10th Street to US Highway 169 and replacement of water main on Rapids Street from North 19th Street to North 15th Street. Included in this work is installation of approximately 2100 LF of water main, 9 water main gate valves, 5 fire hydrants, and replacement or reconnection of 36 water service connections. Also included in the scope of construction work is the removal and replacement of storm sewer and paved surfaces which will be affected by the water main construction activities. In addition, erosion control, field testing, traffic control, mobilization, and other miscellaneous construction activities will be necessary to complete the scope of construction services.

Section 8. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

PASSED AND APPROVED, this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of Adel, Iowa.
Date of Meeting: October 9, 2018
Time of Meeting: 6:00 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Phase 1 - Part B Section 1 (Raw Water Transmission Main)

- Resolution ordering construction of the Phase 1 - Part B Section 1 (Raw Water Transmission Main), and fixing a date for hearing thereon and taking of bids therefor.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Adel, State of Iowa

October 9, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 118 S. Main, Adel, Iowa, at 6:00 o'clock P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Resolution No. 18-72

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted.

Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Phase 1 - Part B Section 1 (Raw Water Transmission Main); and

WHEREAS, the City of Adel has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Council for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26 of the Code of Iowa, to hold a public hearing and to advertise for bids:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Phase 1 - Part B Section 1 (Raw Water Transmission Main), in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Hearing; the public improvements being more

generally described as follows:

Phase 1 - Part B Section 1 (Raw Water Transmission Main)

- 1) *Construction of new 12-inch (internal diameter) raw water transmission main from the existing well field to near the existing water treatment plant, including listed appurtenances.*
- 2) *Extend new raw water main to the new Well #5 and Well #6 locations.*
- 3) *Utilize horizontal directional drilling to install raw water transmission main under Mill Slough.*
- 4) *Connect to existing water transmission main at both terminal ends.*
- 5) *Repair and/or replace any drainage tile and sanitary or storm sewer and structures damaged or removed in the process of raw water transmission main installation.*
- 6) *Repair and/or replace any HMA pavement disturbed or damaged in the process of raw water transmission main construction.*
- 7) *Repair and/or replace any aggregate pavement or surface disturbed or damaged in the process of raw water transmission main construction.*
- 8) *Final site grading and seeding at designated locations, including urban, rural, agricultural, and wetland areas.*
- 9) *All other work as required by the Contract Documents.*

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

Section 3. That the City Clerk be and is hereby directed to post a notice to bidders once in each of the following: (i) a relevant contractor plan room service with statewide circulation; (ii) a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to November 14, 2018, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 2:00 P.M., on such date.

Section 4. That the City Council hereby delegates to the City Clerk the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on November 27, 2018, at 6:00 o'clock P.M.

Section 5. That the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. The publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 6:00 o'clock P.M. on October 22, 2018.

Section 6. That the City Clerk shall cause the notices described in Section 3 and Section 5 hereof to be posted and published, the posting and publication to be within the posting and publication timeline for each notice outlined above.

Section 7. That the Notice to Bidders and Notice of Public Hearing shall be substantially in the forms attached hereto:

**CITY OF ADEL, IOWA
ADEL WATER UTILITY IMPROVEMENTS
PHASE 1 – PART B SECTION 1**

NOTICE TO BIDDERS

Sealed Bids for the construction of the **ADEL WATER UTILITY IMPROVEMENTS PHASE 1 – PART B SECTIONS 1, ADEL, IOWA**, will be received, by the **City of Adel, Iowa**, at the office of **City Hall**, located at **301 South 10th Street, Adel, Iowa, 50003**, before **2:00 P.M.** local time on **November 14, 2018**, at which time the bids received will be publicly opened and read in the Council Chambers at City Hall, **301 South 10th Street, Adel, Iowa, 50003**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

The tabulated results of the bid opening will be considered by the Adel City Council at their meeting in the Council Chambers at City Hall, **301 South 10th Street, Adel, Iowa, 50003** on **November 27, 2018, at 6:00 P.M.** at which time the Council may take action on the proposals submitted or at such time as may then be fixed.

The City Council of Adel, Iowa, will hold a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of said improvements at **6:00 P.M.** on **Monday, October 22, 2018**, in Council Chambers at **City Hall** located at **301 South 10th Street, Adel, Iowa, 50003**. At said hearing, any interested person may appear and file objections thereto or to the cost of the improvements.

A pre-bid conference will be held at **1:00 P.M.** local time on **Tuesday, October 30, 2018** at **City Hall** located at **301 South 10th Street, Adel, Iowa, 50003**. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of the improvements, which consist of:

- 1) Construction of new 12-inch (internal diameter) raw water transmission main from the existing well field to near the existing water treatment plant, including listed appurtenances.**
- 2) Extend new raw water main to the new Well #5 and Well #6 locations.**
- 3) Utilize horizontal directional drilling to install raw water transmission main under Mill Slough.**
- 4) Connect to existing water transmission main at both terminal ends.**
- 5) Repair and/or replace any drainage tile and sanitary or storm sewer and structures damaged or removed in the process of raw water transmission main installation.**
- 6) Repair and/or replace any HMA pavement disturbed or damaged in the process of raw water transmission main construction.**

- 7) Repair and/or replace any aggregate pavement or surface disturbed or damaged in the process of raw water transmission main construction.**
- 8) Final site grading and seeding at designated locations, including urban, rural, agricultural, and wetland areas.**
- 9) All other work as required by the Contract Documents.**

The Owner will receive and consider bids on the Project and will award a single Contract. The award of the Contract will be made to the lowest responsive, responsible bidder, based on the Bid Proposal Form with the lowest TOTAL BID PRICE. Notwithstanding the foregoing, the owner reserves the right to award the contract as it deems to be in the best interests of the City.

All Work is to be in strict compliance with the Plans and Specifications prepared by McClure Engineering Company, P.C., of Clive, Iowa, which together with the proposed form of contract and estimate of cost have heretofore been approved by the Owner. By reference, they are made a part hereof as though fully set out and incorporated herein.

All bids shall be made on a form furnished by the City and shall be filed on or before the time herein set, in a sealed envelope addressed to the City Clerk of Adel, Iowa, clearly stating that the envelope contains a bid on this project. All Bidders must submit and sign the Bid Proposal Form in the Specifications (Section 00 41 00). All attachments included in Section 00 41 00 – Bid Proposal Form, shall be signed and submitted with the Bid Package.

By virtue of statutory authority, a preference will be given to products and provisions and coal produced within the State of Iowa.

Each bid shall be accompanied by a bid security as defined in Iowa Code Section 26.8, in the form of a Bid Bond, Certified Check, Cashier's Check or a Certified Share Draft in a separate sealed envelope in an amount equal to five (5) percent of the total amount bid. A Bid Bond must be on the form provided with the Contract Documents. The Certified Check or Cashier's Check shall be drawn on a state-chartered or federally-chartered bank. A Certified Share Draft shall be drawn on a state-chartered or federally-chartered credit union. Certified Checks, Cashier's Checks or Certified Share Drafts shall be made payable to the CITY OF ADEL, as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required Performance and Payment Bonds and Certificate of Insurance.

Bid security shall be furnished in accordance with the Instructions to Bidders. The Certified Check, Cashier's Check or Certified Share Draft may be cashed, or the Bid Bond forfeited and the proceeds retained as liquidated damages if the Bidder fails to execute a contract or file acceptable Performance and Payment Bonds or provide an acceptable Certificate of Insurance within ten (10) days after the acceptance of his proposal by resolution of the Owner. No bidder may withdraw a proposal within ninety (90) days after the date set for opening bids. The checks of the unsuccessful bidders will be promptly returned to them after award of the Contract.

The method of construction of all improvements shall be by contract in accordance with the Plans and Specifications and general stipulations for said improvements approved by the Owner. Payment for the

cost of such improvements will be made in cash to be derived from such fund or funds as are legally available for such purpose.

Payment to Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five (95) percent of the Contract value of the Work completed during the preceding calendar month. Estimates will be prepared on the first day of each month by the Contractor. Subject to the approval of the Engineer, who will certify each approved estimate to the City for payment on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after the final acceptance of the work by the Owner, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. Payment must also be in accordance with Chapter 26 of the Code of Iowa and will be made "after the completion and final acceptance of the improvement" as provided in Section 573.14 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid for in accordance with requirements stated in the Specifications.

Before final payment will be made on this project, the Contractor(s) and subcontractor(s) shall provide lien waivers as required in these Specifications.

Owner will issue special exemption certificates to Contractors and subcontractors, allowing them to purchase, or withdraw from inventory, building materials for the contract free from sales tax. Refer to Article 22 of the Instructions to Bidders.

The successful Bidder will be required to furnish a corporate surety bond in an amount equal to one-hundred (100) percent of the Contract Price. Said Bond to be issued by a responsible surety approved by the Owner and authorized to do business in the State of Iowa, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for not less than two (2) years from the date of Substantial Completion.

Successful bidder shall also be required to provide Payment Bond as provided in the Specifications. All Bonds subject to the appropriate requirements in Code of Iowa 573.2 through 573.5.

Work on the improvement shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract and bonds by the Council, and be completed as stated below. The work shall be substantially completed on or before **September 15, 2019**, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before **September 30, 2019**. Failure to meet either the Substantial Completion date or Final Completion date will result in liquidated damages of \$500.00 per calendar day.

The Issuing Office for the Bidding Documents is: **McClure Engineering Company, 1360 NW 121st Street, Clive, Iowa, 50325, (Phone 515-964-1229)**. Prospective Bidders may examine the Bidding

Documents at the Issuing Office on Mondays through Fridays between the hours of **8:00 a.m. and 5:00 p.m.**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Printed copies of the Bidding Documents may be obtained from the Issuing Office during the hours indicated above. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of \$25 per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met.

1. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within 14 days after award of the project will receive a full refund. If they are not returned, or returned past the deadline, or are not in a reusable condition as judged by the Engineer, the deposit shall be forfeited. Checks for Bidding Documents shall be payable to "McClure Engineering Company".

Complete digital project Bidding Documents and Contract Documents and Plans are available at www.questcdn.com. You may download the digital documents for free by inputting Quest project number **Quest CDN #5975083** on the website's Project Search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading, and working in this digital project information.

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities as it may deem to be for the best interests of the Owner.

To the extent required by Iowa law, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. Failure to submit a fully completed Bidder Status Form with the Proposal may result in the proposal being deemed nonresponsive and rejected.

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver apply to this contract.

Published by the order of the City Council of Adel, Iowa.

Owner: CITY OF ADEL, IOWA

By: Brittany Sandquist

Title: Deputy City Clerk

Date: _____

+ + END OF ADVERTISEMENT FOR BIDS + +

**CITY OF ADEL, IOWA
ADEL WATER UTILITY IMPROVEMENTS
PHASE 1 – PART B SECTION 1**

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Council of the City of Adel, Iowa, will hold a public hearing on **Monday, October 22, 2018, at 6:00 P.M.** in the Council Chambers of Adel City Hall, 301 S. 10th Street, Adel, Iowa, at which meeting the Council proposes to hear comments from the public on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of the **NEW RAW WATER TRANSMISSION MAIN, ADEL, IOWA** project. At said hearing, any interested person may appear and file objections thereto or to the cost of the proposed improvements.

The construction of the Adel Water Utility Improvements Phase 1 Part B Section 1 project, which is generally located north of U.S. Highway 6 in the City of Adel, Iowa, ranging from the Water Treatment Plant located on North 5th Street and terminating approximately 1 mile northeast of the Water Treatment Plant within the existing City of Adel water supply well field. The extent of work on this proposed project is the furnishing of all labor, equipment, and materials for the construction of the improvements, which consist of constructing:

Construction of new 12-inch (internal diameter) raw water transmission main from the existing well field to near the existing water treatment plant, including listed appurtenances. Extension of new raw water main to the newly constructed Well #5 and #6 locations. Utilization of horizontal directional drilling to install raw water transmission main under Mill Slough. Connection of the newly constructed raw water main to the existing raw water main at both terminal ends. Repair and/or replacement of any drainage tile and sanitary or storm sewer and structures damaged or removed in the process of raw water transmission main installation. Repair and/or replacement of any HMA pavement disturbed or damaged in the process of raw water transmission main construction. Repair and/or replace any aggregate pavement or surface disturbed or damaged in the process of raw water transmission main construction. Final site grading and seeding at designated locations, including urban, rural, agricultural, and wetland areas. In addition, erosion control, field testing, mobilization, and other miscellaneous construction activities will be necessary to complete the scope of construction services.

Section 8. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

PASSED AND APPROVED, this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of Adel, Iowa.
Date of Meeting: October 9, 2018
Time of Meeting: 6:00 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Phase 1 - Part B Sections 2 & 3 (Wells 5 & 6 Drilling & Site Work)

- Resolution ordering construction of the Phase 1 - Part B Sections 2 & 3 (Wells 5 & 6 Drilling & Site Work), and fixing a date for hearing thereon and taking of bids therefor.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Adel, State of Iowa

October 9, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 118 S. Main, Adel, Iowa, at 6:00 o'clock P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Resolution No. 18-73

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted.

Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Phase 1 - Part B Sections 2 & 3 (Wells 5 & 6 Drilling & Site Work); and

WHEREAS, the City of Adel has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Council for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26 of the Code of Iowa, to hold a public hearing and to advertise for bids:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Phase 1 - Part B Sections 2 & 3 (Wells 5 & 6 Drilling & Site Work), in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Hearing; the public improvements being

more generally described as follows:

Phase 1 - Part B Sections 2 & 3 (Wells 5 & 6 Drilling & Site Work)

The work involved includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, transportation, permits, certificates, and temporary protection necessary for, or incidental to, the development and construction of two (2) new groundwater supply wells, well houses and associated site improvements, as indicated in the Contract Documents.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

Section 3. That the City Clerk be and is hereby directed to post a notice to bidders once in each of the following: (i) a relevant contractor plan room service with statewide circulation; (ii) a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to November 14, 2018, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 3:00 P.M., on such date.

Section 4. That the City Council hereby delegates to the City Clerk the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on November 27, 2018, at 6:00 o'clock P.M.

Section 5. That the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. The publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 6:00 o'clock P.M. on October 22, 2018.

Section 6. That the City Clerk shall cause the notices described in Section 3 and Section 5 hereof to be posted and published, the posting and publication to be within the posting and publication timeline for each notice outlined above.

Section 7. That the Notice to Bidders and Notice of Public Hearing shall be substantially in the forms attached hereto:

**CITY OF ADEL, IOWA
ADEL WATER UTILITY IMPROVEMENTS
PHASE 1 – PART B SECTIONS 2 & 3**

NOTICE TO BIDDERS

Sealed Bids for the construction of the **ADEL WATER UTILITY IMPROVEMENTS PHASE 1 – PART B SECTIONS 2 & 3, ADEL, IOWA**, will be received, by the **City of Adel, Iowa**, at the office of the City Clerk at **City Hall**, located at **301 South 10th Street, Adel, Iowa, 50003**, before **3:00 P.M.** local time on **November 14, 2018**, at which time the bids received will be publicly opened and read in the Council Chambers at City Hall, **301 South 10th Street, Adel, Iowa, 50003**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

The tabulated results of the bid opening will be considered by the Adel City Council at their meeting in the Council Chambers at City Hall, **301 South 10th Street, Adel, Iowa, 50003** on **November 27, 2018, at 6:00 P.M.** at which time the Council may take action on the proposals submitted or at such time as may then be fixed.

The City Council of Adel, Iowa, will hold a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of said improvements at **6:00 P.M.** on **Monday, October 22, 2018**, in the Council Chambers at **City Hall** located at **301 South 10th Street, Adel, Iowa, 50003**. At said hearing, any interested person may appear and file objections thereto or to the cost of the improvements.

A pre-bid conference will be held at **1:00 P.M.** local time on **Tuesday, October 30, 2018** at **City Hall** located at **301 South 10th Street, Adel, Iowa, 50003**. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

The Work involved includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, transportation, permits, certificates, and temporary protection necessary for, or incidental to, the development and construction of two (2) new groundwater supply wells, well houses and associated site improvements, as indicated in the Contract Documents.

The Owner will receive and consider bids on the Project and will award a single Contract. The award of the Contract will be made to the lowest responsive, responsible bidder, based on the Bid Proposal Form with the lowest TOTAL BID PRICE. Notwithstanding the foregoing, the owner reserves the right to award the contract as it deems to be in the best interests of the City.

All Work is to be in strict compliance with the Plans and Specifications prepared by McClure Engineering Company, P.C., of Clive, Iowa, which together with the proposed form of contract and estimate of cost have heretofore been approved by the Owner. By reference, they are made a part hereof as though fully set out and incorporated herein.

All bids shall be made on a form furnished by the City and shall be filed on or before the time herein set, in a sealed envelope addressed to the City Clerk of Adel, Iowa, clearly stating that the envelope contains a bid on this project. All Bidders must submit and sign the Bid Proposal Form in the Specifications (Section 00 41 00). All attachments included in Section 00 41 00 – Bid Proposal Form, shall be signed and submitted with the Bid Package.

By virtue of statutory authority, a preference will be given to products and provisions and coal produced within the State of Iowa.

Each bid shall be accompanied by a bid security as defined in Iowa Code Section 26.8, in the form of a Bid Bond, Certified Check, Cashier's Check or a Certified Share Draft in a separate sealed envelope in an amount equal to five (5) percent of the total amount bid. A Bid Bond must be on the form provided with the Contract Documents. The Certified Check or Cashier's Check shall be drawn on a state-chartered or federally-chartered bank. A Certified Share Draft shall be drawn on a state-chartered or federally-chartered credit union. Certified Checks, Cashier's Checks or Certified Share Drafts shall be made payable to the CITY OF ADEL, as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required Performance and Payment Bonds and Certificate of Insurance.

Bid security shall be furnished in accordance with the Instructions to Bidders. The Certified Check, Cashier's Check or Certified Share Draft may be cashed, or the Bid Bond forfeited and the proceeds retained as liquidated damages if the Bidder fails to execute a contract or file acceptable Performance and Payment Bonds or provide an acceptable Certificate of Insurance within ten (10) days after the acceptance of his proposal by resolution of the Owner. No bidder may withdraw a proposal within sixty (60) days after the date set for opening bids. The checks of the unsuccessful bidders will be promptly returned to them after award of the Contract.

The method of construction of all improvements shall be by contract in accordance with the Plans and Specifications and general stipulations for said improvements approved by the Owner. Payment for the cost of such improvements will be made in cash to be derived from such fund or funds as are legally available for such purpose.

Payment to Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five (95) percent of the Contract value of the Work completed during the preceding calendar month. Estimates will be prepared on the first day of each month by the Contractor. Subject to the approval of the Engineer, who will certify each approved estimate to the City for payment on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after the final acceptance of the work by the Owner, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. Payment must also be in accordance with Chapter 26 of the Code of Iowa and will be made "after the completion and final acceptance of the improvement" as provided in Section 573.14 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid

for in accordance with requirements stated in the Specifications.

Before final payment will be made on this project, the Contractor(s) and subcontractor(s) shall provide lien waivers as required in these Specifications.

Owner will issue special exemption certificates to Contractors and subcontractors, allowing them to purchase, or withdraw from inventory, building materials for the contract free from sales tax. Refer to Article 22 of the Instructions to Bidders.

The successful Bidder will be required to furnish a corporate surety bond in an amount equal to one-hundred (100) percent of the Contract Price. Said Bond to be issued by a responsible surety approved by the Owner and authorized to do business in the State of Iowa, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for not less than two (2) years from the date of Substantial Completion.

Successful bidder shall also be required to provide Payment Bond as provided in the Specifications. All Bonds subject to the appropriate requirements in Code of Iowa 573.2 through 573.5.

The Work performed under the proposed Contract for Section 2 shall be commenced within ten (10) days after the issuance of the "Notice to Proceed". The Work for Section 2 shall be substantially completed on or before **April 1, 2019**, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before **November 1, 2019**. Failure to meet the final completion date will result in liquidated damages of \$500.00 per calendar day.

The Work performed under the proposed Contract for Section 3 shall be commenced within ten (10) days after the issuance of the "Notice to Proceed". The Work for Section 3 shall be substantially completed on or before **November 1, 2019**, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before **November 30, 2019**. Failure to meet the final completion date will result in liquidated damages of \$500.00 per calendar day.

The Owner will receive and consider bids on the Project and will award a separate Contract for Section 2 and a separate contract for Section 3. Proposals can be submitted for Section 2 only, Section 3 only, or both Sections. The award of the Contracts will be made to the lowest responsive, responsible Bidder(s), based on the Bid Proposal Form with the lowest TOTAL BID PRICE for each Section. Combined bid price totals for Sections 2 & 3 will not be used to determine the low bidder. Tied bids will not be accepted.

The Issuing Office for the Bidding Documents is: **McClure Engineering Company, 1360 NW 121st Street, Clive, Iowa, 50325, (Phone 515-964-1229)**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **8:00 a.m. and 5:00 p.m.** and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Printed copies of the Bidding Documents may be obtained from the Issuing Office during the hours

indicated above. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of \$25.00 per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met. 1. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within 14 days after award of the project will receive a full refund. If they are not returned, or returned past the deadline, or are not in a reusable condition as judged by the Engineer, the deposit shall be forfeited. Checks for Bidding Documents shall be payable to "McClure Engineering Company".

Complete digital project Bidding Documents and Contract Documents and Plans are available at www.questcdn.com. You may download the digital documents for free by inputting Quest project number **Quest CDN #5975123** on the website's Project Search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading, and working in this digital project information.

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities as it may deem to be for the best interests of the Owner.

To the extent required by Iowa law, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. Failure to submit a fully completed Bidder Status Form with the Proposal may result in the proposal being deemed nonresponsive and rejected.

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver apply to this contract.

Published by the order of the City Council of Adel, Iowa.

Owner: CITY OF ADEL, IOWA

By: Brittany Sandquist

Title: Deputy City Clerk

Date: _____

END OF ADVERTISEMENT FOR BIDS

**CITY OF ADEL, IOWA
ADEL WATER UTILITY IMPROVEMENTS
PHASE 1 – PART B SECTIONS 2 & 3**

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Council of the City of Adel, Iowa, will hold a public hearing on **Monday, October 22, 2018, at 6:00 P.M.** in the Council Chambers of Adel City Hall, 301 S. 10th Street, Adel, Iowa, at which meeting the Council proposes to hear comments from the public on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of the **ADEL WATER UTILITY IMPROVEMENTS PHASE 1 – PART B SECTIONS 2 & 3, ADEL, IOWA** project. At said hearing, any interested person may appear and file objections thereto or to the cost of the proposed improvements.

The construction of the Adel Water Utility Improvements Phase 1 Part B Sections 2 & 3 projects, will be constructed within the existing City of Adel water supply well field. The well field is generally located north of U.S. Highway 6 approximately 1 mile northeast of the Water Treatment Plant located on North 5th Street. The extent of work on this proposed project is the furnishing of all labor, materials, tools, equipment, transportation, permits, certificates, and temporary protection necessary for, or incidental to, the following work:

The development and construction of two (2) groundwater supply wells, well houses, and associated site improvements, as indicated in the project Plans, Specifications, and Contract Documents.

Section 8. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

PASSED AND APPROVED, this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
City of Adel, Iowa (“Owner”) and
McClure Engineering Company (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Adel East Annex Sanitary Utility Extension (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Design, Advertise, and Bid Sanitary Sewer, Lift Station, and Forced Sewer Main Improvements on behalf of the Owner. Perform Construction Administration, Resident Project Representative, and Construction Staking services during construction. Additional services included under this Agreement: Schematic Design and Financial Feasibility, Land and Easement Acquisition services, Soil Boring Coordination, Loan Application and Administrative Services, Construction Staking, and Additional Meetings at the Request of the Owner, as detailed in Exhibit C. This Agreement replaces all previous agreements.**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. **Invoices must include a breakdown of services provided.**

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

- B. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;

- b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment,

subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and

in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution,

code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall:
(a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Contractor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contract*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 **Federal Requirements**

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal

department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Adel, Iowa**

Engineer: **McClure Engineering Company**

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: _____
Print name: **Gary Brons**
Title: **Project Manager**
Date Signed: _____

Engineer License or Firm's Certificate No. (if required): _____

State of: **Iowa**

Address for Owner's receipt of notices:
301 S. 10th Street
Adel, Iowa 50003
Designated Representative (Paragraph 8.03.A): _____

Address for Engineer's receipt of notices:
1360 NW 121st Street, Suite A
Clive, Iowa 50325
Designated Representative (Paragraph 8.03.A): _____

Title: _____
Phone Number: _____
E-Mail Address: _____

Title: _____
Phone Number: _____
E-Mail Address: _____

This is **EXHIBIT A**, consisting of **19** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **Please refer to the Facility Plan Report submitted November 2017. [List the specific potential solutions here.]**
 - b. **In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.**
 - c.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. **Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency.**

[] *[List any such tasks or deliverables here.]*

15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. **Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's and Agency's comments.**
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 10. Furnish **three (3)** review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within **180** days of authorization to proceed with this phase, and review them with Owner. Within **seven (7)** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **three (3)** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **30** days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**
10. Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, **three (3)** copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **180** days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **seven (7)** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, **and applicable regulatory agencies** as appropriate, and submit **three (3)** final copies of such documents to Owner within **30** days after receipt of Owner's **and applicable regulatory agencies'** comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment J of the RUS Bulletin 1780-26) for this purpose.**
 13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The deminimis and minor components waiver *{add project specific waivers as applicable}* apply to this contract.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **two (2)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.**
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

- a. **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
10. **Provide copies of Manufacturers' Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers' Certification Letters are to be included in the Bidding Documents and must be kept in the engineer's project file and on site during construction.**
11. **Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the engineer's project file and on site during construction.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate **and chair** in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so, maintain~~ **Maintain** and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as

indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals*: **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable.**
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction

Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
 - d. **Receive and review all Manufacturers' Certification Letters for materials required to comply with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.**
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. **(c) Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final

determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.** ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- a. **Obtain the Contractors’ Certification letter and copies of Manufacturers’ Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer’s, Contractors’, and Manufacturers’ Certification letters to the Owner and a copy of Contractor’s Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer’s name and location, and product(s) to the Agency.**
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
None.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;

- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. **[Deleted]**
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. **Soil Boring Coordination: Engineer shall prepare a Request for Proposals to Geotechnical Engineering Firms for soil borings at the proposed lift station site, and along the proposed sanitary sewer and forced sewer main alignments. Engineer shall review proposal and recommend firm to Owner for contract award. Costs for geotechnical investigations are not included in this Agreement.**

30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of **4** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 *In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following:

1. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in the work of any Contractor.
- B2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following: Signing loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
- B. Signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledging responsibility for compliance with American Iron and Steel requirements.
 - C. Obtaining the certification letters from the consulting engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.
 - D. Where the owner provides their own engineering and/or construction services, providing copies of engineers', contractors', and manufacturers' certification letters (as applicable) to the Agency. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.
 - E. Where the owner directly procures American Iron and Steel products, including American Iron and Steel clauses in the procurement contracts and obtaining manufacturers' certification letters and providing copies to consulting engineers and contractors.

This is **EXHIBIT C**, consisting of **5** pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [REDACTED].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **\$666,290** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$14,590 (Previously Incurred Cost)
b. Preliminary Design Phase	\$167,700 (Previously Incurred Cost)
c. Final Design Phase	\$249,800 (Previously Incurred Cost)
d. Bidding and Negotiating Phase	\$18,700
e. Construction Phase	\$211,500
f. Post-Construction Phase	\$4,000

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None**.

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **16** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

**COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment

C. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer’s Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of **\$225,000**. The Lump Sum includes compensation for the Resident Project Representative’s services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative’s Services.
2. *Reimbursable Expenses:* In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges):
 - a. **If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, “Standard Hourly Rate Schedule,” the Standard Hourly Rate for RPR services is \$_____ per hour.**
 - b. **RPR Reimbursable Expenses include, but are not limited to mileage, meals, hotels, materials, etc.**
3. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a **240** day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer’s personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer’s Consultant’s charges, if any.

An itemized list of estimated Additional Services is provided below:

a. Schematic Design and Financial Feasibility	\$50,000 (Cost Previously Incurred)
b. Land and Easement Acquisition (Phase 1)	\$4,750 (Cost Previously Incurred)
c. Land and Easement Acquisition (Phase 2)	\$17,500 (Cost Previously Incurred)
d. Land and Easement Acquisition (Phase 3)	\$30,000
e. Geotechnical Coordination	\$4,000 (Cost Previously Incurred)
f. Loan Application and Administrative Services	\$6,500 (Cost Previously Incurred)
g. Construction Staking	\$17,500
h. Wetland Delineation	\$10,000
i. Additional Meeting as Requested by Owner	\$6,000
j. Connection Fee District Development & Meetings	\$7,000

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants’ charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.10**.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.10**.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner **at no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Equipment	
3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Miscellaneous Expenses	
Survey Vehicle Mileage	\$0.70/mile
Automobile Mileage (current IRS rate)	\$0.545/mile
Printing	At Cost
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	At Cost
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Administrative	\$70.00/hour
Client Liaison	\$180.00/hour
Engineer I	\$100.00/hour
Engineer II	\$130.00/hour
Engineer III	\$160.00/hour
Engineer IV	\$195.00/hour
Project Manager I	\$160.00/hour
Project Manager II	\$180.00/hour
Principal	\$210.00/hour
Senior Principal	\$265.00/hour
Community Planner I	\$125.00/hour
Community Planner II	\$150.00/hour
Engineering Tech I	\$80.00/hour
Engineering Tech II	\$95.00/hour
Engineering Tech III	\$110.00/hour
Engineering Tech IV	\$145.00/hour
Land Surveyor I	\$120.00/hour
Land Surveyor II	\$150.00/hour
On-Site Representative I	\$95.00/hour
On-Site Representative II	\$135.00/hour
Crew Chief	\$110.00/hour
Crew Member	\$80.00/hour
Intern	\$65.00/hour
Survey Crew	\$190.00/hour

This is **EXHIBIT D**, consisting of **5** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**

- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

Exhibit D - Resident Project Representative.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

Exhibit D - Resident Project Representative.

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- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. **Maintain all Manufacturers' Certification letters in the project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable."**

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. **[Deleted]**
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: **\$1,000,000**
 - 2) Bodily injury by disease, each employee: **\$1,000,000**
 - 3) Bodily injury/disease, aggregate: **\$1,000,000**
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): **\$1,000,000**
 - 2) General Aggregate: **\$2,000,000**
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: **\$5,000,000**
 - 2) General Aggregate: **\$5,000,000**
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made **\$2,000,000**
 - 2) Annual Aggregate **\$2,000,000**
- g. Other (specify): \$N/A

Exhibit G – Insurance.

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2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, Each Accident \$[]
 - 2) Bodily injury by Disease, Each Employee \$[]
 - 3) Bodily injury/Disease, Aggregate \$[]
- c. General Liability --
 - 1) General Aggregate: \$[]
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$[]
- d. Excess Umbrella Liability
 - 1) Per Occurrence: \$[]
 - 2) General Aggregate: \$[]
- e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):
\$[]
- f. Other (specify): \$[]

B. *Additional Insureds:*

- 1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. **McClure Engineering Company**

Engineer
 - b. **Krishna Engineering Consultants**

Engineer's Consultant
 - c. **[]**

Engineer's Consultant
 - d. **Dallas County, Iowa**

Property/ROW Owner
- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. ~~by **[here insert name of mediator, or mediation service]**~~—Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of **\$50,000** or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.,-including but not limited to:
3. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.



Ahlers & Cooney, P.C.

Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Steven M. Nadel

515.246.0306

snadel@ahlerslaw.com

October 5, 2018

Via Email & Overnight Delivery

Mr. Anthony Brown

City Administrator

City of Adel

P.O. Box 248 – 301 S. 10th Street

Adel, Iowa 50003

Re: The City of Adel, State of Iowa
- \$16,603,000 Water Revenue Capital Loan Notes Anticipation Project
Note, Series 2018C
- \$6,041,000 Sewer Revenue Capital Loan Notes Anticipation Project
Note, Series 2018D

Dear Anthony:

These instructions apply to both of the Issuance's listed above.

Enclosed are documents to complete Council action in connection with the authorization for the issuance of the above Notes.

1. The Council procedure consists of the following:

(a) Resolution authorizing the issuance of the Notes.

The resolution also incorporates by reference the form of the Tax Exemption Certificate.

There are blank spaces appearing in the form of Note set out in the resolution. These need not be completed but may be left blank as a guide since different amounts, dates and percents will be inserted within the blank spaces.

The resolution must be adopted by an affirmative vote equal to a majority of the full Council membership.

(b) Tax Exemption Certificate. The Tax Exemption Certificate sets out in detail a number of facts, promises and obligations which must be met and agreed to by the City in order to maintain these Notes as tax exempt. This Certificate may contain some blank spaces relating to matters of information dependent upon the resale price of the Notes which are not known and available at this time. The information will be calculated and added to this certificate prior to closing and completed copies of pages with blank spaces will be provided to you. This certificate should be SIGNED BUT NOT DATED. Please return all copies to our office prior to closing.

2. Closing Certificates and Documents:

- (a) Loan Agreement. Please execute all copies and return the same to our office prior to closing.
- (b) Purchase Agreement. Please execute all copies and return the same to our office prior to closing.
- (c) Original Note No. 1. The Note is enclosed to be executed by the Mayor and the Clerk in the spaces provided and impressed with the City's seal. Tabs are attached to the Note showing where signatures and seals should appear on the Note. Please have the executed Note returned to us as soon as possible prior to closing.
- (d) Delivery Certificate. This certificate also should be signed, BUT NOT DATED. Please complete and confirm the financial data on page 2, execute and return all copies to us. An executed copy will be provided to you after closing.
- (e) Transcript Certificate. This certificate is to be executed and sealed in the manner indicated on the second page and may be dated at the time of completion. A notary attestation for all official signatures is required. Please execute and return all copies to us. An executed copy will be provided to you after closing.
- (f) Organizational Certificate. Please execute all copies and return the same to our office. This certificate should be signed, BUT NOT DATED.
- (g) Form 8038-G -- Information Return for Tax Exempt Governmental Obligations. Please sign, BUT DO NOT DATE, and return the form to us prior to closing.
- (h) Incumbency Certificate. This form is required by CoBank, ACB, is also enclosed for execution.
- (i) Form W-9. This form is required by CoBank, ACB, is also enclosed for execution.
- (j) Master Agreement for Cash Management and Transaction Services. This form is required by CoBank, ACB, is also enclosed for execution.

Tax Exemption

The Tax Exemption Certificate is an important document and contains important information concerning the calculated yield on the Notes and a number of covenants and obligations on the part of the City. This certificate should be retained along with all of your records regarding the use of proceeds, expenditure dates and investment information needed to comply with IRS guidelines (See exhibit attached). I will not attempt to summarize all of the matters which are included in this certificate but I do want to point out some important ones.

Tax exemption is based in part upon the fact that the use of the facilities to be acquired by the City with the proceeds will be for the benefit of the public and will not be used in the private trade or business of any business or non-tax-exempt entity. The properties acquired with the Note proceeds must not be sold or diverted to any private or nonpublic use unless the significance of that action is reviewed by bond counsel.

October 5, 2018

Page 3

The Tax Exemption Certificate sets forth the best knowledge and belief which you have as of today concerning the timely expenditure of the proceeds as the City reasonably expects expenditures to occur. If for any reason the City finds it will be prevented from expending the Note proceeds fully within three years, that matter should be referred to us.

These Notes (Series 2018D) are also issued under the expectation that the City will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Notes within 18 months of issuance in accordance with the schedule described in Section 3.3 of the Tax Exemption Certificate.

These Notes (Series 2018C and Series 2018D) are also issued under the expectation that the City will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Notes for construction purposes within two (2) years of issuance and meet the other requirements of the two-year expenditure exemption from the rebate provisions.

There are a number of other general promises and commitments by the City to take or refrain from action, which are necessary to maintain the tax exemption of these Notes. You should recognize that these promises and commitments are required of the City on an ongoing basis and that the possibility of some additional future action does exist.

Closing Matters.

As you know, closing of this issue is scheduled to occur on or about October 24, 2018. At the time of closing, the "Purchaser's" copies of the above items and the original Notes will be delivered to the Purchaser of the Notes in exchange for the agreed purchase price. Our legal opinion also will be delivered to the Purchaser at that time.

Should you have any questions, or if we can be of any assistance in completing the enclosed items, please don't hesitate to contact me.

Very truly yours,

AHLERS & COONEY, P.C.

By



Steven M. Nadel

SMN:kls

Encl.

cc: Jon Burmeister, PFM Financial Advisors, LLC
Brittany Sandquist, Finance Director
Jackie Steele, City Clerk

01525582-1\10113-082

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Adel, State of Iowa.
Date of Meeting: October 9, 2018.
Time of Meeting: _____ o'clock _____.M.
Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

\$6,041,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D (USDA #4 - Sewer).

- Resolution directing sale and delivery.
- Approval of Tax Exemption Certificate.
- Resolution authorizing the issuance of a Sewer Revenue Capital Loan Notes Anticipation Project Note.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Adel, State of Iowa

October 9, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa, at _____ o'clock _____M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Resolution No. 18-69

Council Member _____ introduced the following Resolution and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING THE SALE AND DELIVERY OF \$6,041,000 SEWER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2018D, FOR PAYMENT OF PROJECT COSTS OF THE SEWER SYSTEM PROJECT.

WHEREAS, the Council of the City of Adel, State of Iowa has held a public hearing on the issuance of not to exceed \$7,500,000 Sewer Revenue Capital Loan Notes, and has appropriated the anticipated proceeds of the sale of said Notes to pay the Issuer's cost of improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and gravity sewer, related site improvements; and

WHEREAS, the Council has arranged for the sale of the Project Note to CoBank, ACB, Greenwood Village, Colorado, which Note will be paid at a later date from proceeds to be received from the sale of Sewer Revenue Capital Loan Notes of said Issuer, and/or such other funds of said Issuer as may be available at that time.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ADEL, STATE OF IOWA:

Section 1. That, pursuant to the provisions of Section 76.13 of the Code of Iowa, as amended, the sale of Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D, in the total amount of \$6,041,000, at a price of \$6,041,000 bearing interest at a variable rate per annum upon the principal amount of each disbursement and maturing on December 28, 2019, or such later date as Lender and the City Council may authorize in writing*, or voluntary or mandatory redemption prior thereto, for the public improvement project hereinabove referred to, to CoBank, ACB, Greenwood Village, Colorado, is hereby approved and confirmed.

* subject to prior approval of Ahlers & Cooney, P.C. as Bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes

Section 2. That the Mayor and Clerk are now hereby authorized and directed to issue and deliver to CoBank, ACB, Greenwood Village, Colorado, certain Project Notes, Series 2018D, dated date of delivery as follows:

<u>PROJECT NOTE</u> <u>NUMBER</u>	<u>INTEREST</u> <u>RATE</u>	<u>AMOUNT</u>	<u>MATURITY</u>
R-1	Variable	\$6,041,000*	December 28, 2019

* Aggregate amount, subject to disbursement installments.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

TAX EXEMPTION CERTIFICATE

of

CITY OF ADEL, COUNTY OF DALLAS, STATE OF IOWA, ISSUER

\$6,041,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

CITY OF ADEL, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on October 24, 2018, by the City of Adel, County of Dallas, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$6,041,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$6,041,000 aggregate principal amount of Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means the yield on the Bonds computed under Section 1.148-4(c) of the Regulations, which will be computed as a variable rate issue.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Financial Advisor" means PFM Financial Advisors LLC.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$6,041,000, as set forth in Exhibit A.
- "Issuer" means the City of Adel, a municipal corporation in the County of Dallas, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means the improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and gravity sewer, related site improvements, as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.
- "Purchasers" means CoBank, ACB of Greenwood Village, Colorado, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.
- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on October 9, 2018, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the Bond Purchase Agreement.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.
- (b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.
- (c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.
- (d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for

such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will

be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par) received at Closing are expected to be deposited and expended as follows:

(a) \$ - 0 - representing pre-issuance accrued interest will be deposited into the Bond Fund and will be used to pay a portion of the interest accruing on the Bonds on the first interest payment date; and

(b) \$37,500 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(c) \$6,003,500 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and gravity sewer, related site improvements, and related site improvements.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Output Facilities (water facilities)

The Issuer will use all or a portion of the Proceeds of the Bonds to finance an output facility.

The Issuer will comply with the Code and Regulations with respect to output facilities applicable to the Bonds.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Issuer reasonably anticipates that gross earnings on the Bond Fund will not exceed \$100,000 per year, and because the Bonds are expected to

meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

- (b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield the yield on the Bonds computed under Section 1.148-4(c) of the Regulations, which will be computed as a variable rate issue.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 3%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 3%. Compliance with the final spending period shall be calculated using actual earnings.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should annual gross earnings exceed \$100,000 or should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all

calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer

will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a

courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the

effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

City Treasurer, City of Adel, State of Iowa

(SEAL)

01525264-1\10113-088

EXHIBIT "A"

**\$6,041,000 SEWER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT
NOTE, SERIES 2018D**

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of CoBank, ACB (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "Bonds").

1. *Purchase of the Bonds.* On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of \$6,041,000. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. *Defined Terms.*

a) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

b) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

COBANK, ACB, as Purchaser

By: _____

Name: _____

Dated: October 24, 2018

PROJECT NOTE LOAN AND DISBURSEMENT AGREEMENT

This Loan and Disbursement Agreement (the "Agreement") is entered into as of the 24th day of October, 2018, by and between the City of Adel, in the County of Dallas, State of Iowa (the "Issuer") acting through its City Council (the "Council") and CoBank, ACB, Greenwood Village, Colorado (the "Lender"). Capitalized terms used herein but not defined herein shall have the meanings ascribed in the Council resolution authorizing this Agreement. The parties agree as follows:

1. Loan. Lender agrees to loan and disburse to the Issuer the sum of \$6,041,000, and the Issuer agrees to borrow and accept from the Lender, a loan in the principal amount of \$6,041,000 (the "Loan"), to be evidenced by the issuance of a Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D (the "Notes"), in the maximum principal of \$6,041,000, issued as a single Note, authorized by resolution of the Council (the "Resolution"), dated October 9, 2018.

The proceeds of the Loan shall be used to pay costs improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and gravity sewer, related site improvements. Any remaining Loan proceeds, including accrued interest, if any, shall be deposited in the Project Fund and shall be held therein and used, along with other amounts therein, to pay principal of and interest on the Loan at maturity on December 28, 2019, or such later date as Lender and the Issuer may authorize in writing* (the "Maturity"). At Issuer's sole election, the outstanding principal of the Loan, along with accrued interest, may be paid at any time prior to Maturity. Notwithstanding the foregoing, the Issuer will prepay the outstanding principal of the Loan, along with accrued interest, immediately upon the receipt of loan proceeds from the Sewer Revenue Capital Loan Notes. Full repayment from the Sewer Revenue Capital Loan Notes or other lawful sources will evidence the Issuer's request for cancellation of the Loan commitment.

* subject to prior approval of Ahlers & Cooney, P.C. as Bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes.

2. Disbursements. Proceeds of the Loan shall be made available to the Issuer in the form of one or more periodic disbursements as provided in this Section and Section 3.1 of the Resolution, beginning with an initial disbursement issued on the date hereof in an amount not less than \$50,001. The Lender's \$2,500 origination fee may be included in the initial disbursement. Lender will maintain a record of all advances under the loan, the interest accrued thereon, and all payments made with respect thereto, and such record will, absent proof of manifest error, be conclusive evidence of the outstanding principal and interest on the loans. The interest rate on the Note shall be a variable rate per annum as provided in the Resolution authorizing the issuance of the Note. Interest shall accrue on the principal of each installment at said rate per annum from the date of delivery of such installment to Maturity or payment prior thereto. Interest will be calculated on the actual number of days each loan is outstanding on the basis of a year consisting of 360 days and will be payable monthly in arrears by the 20th day of the following month or on such other day as Lender will require in a written 10-day notice to the Issuer. Interest payments will be made by ACH or may be capitalized through disbursements

under the Notes at the request of the Issuer. A single Note, in substantially the form outlined in Section 4.0 of the Resolution, shall be issued to evidence the obligations of the Issuer and to record disbursements. Disbursements shall be made in funds immediately payable to the Issuer to the Project Fund by wire transfer, as requested by the Issuer. Disbursement requests shall list the amount of the requested disbursement (the total of all such disbursements shall not exceed the Loan amount), the requested date of disbursement, and shall be signed by the Mayor and City Clerk, and shall be approved by USDA RD/RUS.

3. Repayment. The Issuer agrees to repay the principal amount of the Loan and any unpaid interest thereon on or before Maturity. The Notes shall be executed and delivered to the Lender to evidence the Issuer's obligation to repay the amounts payable hereunder. The Notes shall be dated the date of delivery and shall bear interest from the date of each disbursement until Maturity as specified in Section 2 hereof.

4. The Council has adopted the Resolution authorizing and approving the form of this Agreement and providing for the issuance and securing the payment of the Loan and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The principal of and interest on the Notes shall be payable solely from the Project Fund, on terms outlined in the Resolution.

5. Upon USDA RD/RUS approval of an increase in loan size above \$6,041,000, the Issuer may issue additional Project Notes of equal standing and parity of lien with these Notes for the purpose of paying Project Costs to the extent that funds appropriated to the Project Fund are adequate to pay all Notes so issued and interest thereon. Lender shall first have the option to agree to amend the Notes to increase the principal amount thereof*, on the same terms as the Notes. If Lender declines to amend the Notes under said circumstances, the Issuer may issue Notes to another lender or purchaser up to the additional amount approved by USDA RD/RUS.

* subject to prior approval of Ahlers & Cooney, P.C. as Bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes.

6. In connection with its purchase of the Notes, the Lender represents and agrees as follows:

a. We have sought such advice as we have deemed necessary and have sufficient knowledge, and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits represented by the Notes.

b. We are aware that the operation of the Municipal Sewer Utility involves certain economic variables and risks that could affect adversely the security of the Notes.

c. We are able to bear the economic risks of such Notes.

d. We understand that no offering statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the Issuer, the Notes, or with respect to the Project and the City is being issued and that, in due diligence, we have sought such advice as we have deemed necessary and have made our own inquiry and analysis with respect to the Issuer, the Notes and the security therefor, the Project, and other material factors affecting the security and payment of the Notes.

e. We acknowledge that we have been supplied with financial information which is adequate for a reasonable investor in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the Project, the Notes and the security therefor, and including purchase and ownership of municipal and other obligations, so that as a reasonable investor, we have been able to make our decision to purchase the Notes.

f. We understand that the Notes (a) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the laws of Iowa or the "Blue Sky" laws and regulations of any other state, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) will not be readily marketable. We will not re-offer, sell or transfer any of the Notes, except in compliance with any applicable federal or state laws. We will hold the loan in our own account.

7. This Agreement is executed by the Issuer pursuant to the provisions of Sections 76.13, Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements of said statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF ADEL, IOWA (Issuer)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

COBANK, ACB, GREENWOOD VILLAGE, COLORADO (Lender)

By: _____
Signature

Title

PURCHASE AGREEMENT

We hereby agree to purchase the City of Adel, State of Iowa, Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D, (the "Notes"), in the principal amount of \$6,041,000, to be dated October 24, 2018, and to mature as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity</u>
\$6,041,000*	Variable	December 28, 2019**

* Aggregate amount, subject to disbursement installments.

** Or such later date as the undersigned Purchaser and the City may authorize in writing, subject to prior approval of Ahlers & Cooney, P.C. as bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes.

Interest will be payable on the 20th day of each month until maturity or payment prior thereto.

The undersigned Purchaser hereby agrees to perform under the terms of this Agreement, and to purchase the Notes from the City of Adel at a price of \$6,041,000 and accrued interest within thirty days upon delivery of the Notes to the Purchaser together with an opinion approving and certifying the legality of the Notes by the firm of Ahlers & Cooney, P.C., Attorneys, Des Moines, Iowa.

The undersigned, for and on behalf of the Purchaser hereby represents, certifies and agrees as follows:

1. We have sought such advice as we have deemed necessary and have sufficient knowledge, and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits represented by the Notes.

2. We are aware that the operation of the City Sewer Utility involves certain economic variables and risks that could affect adversely the security of the Notes.

3. We are able to bear the economic risks of such Notes

4. We understand that no offering statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the Issuer, the Notes, or with respect to the Project and the City is being issued and that, in due diligence, we have sought such advice as we have deemed necessary and have made our own inquiry and analysis with respect to the Issuer, the Notes and the security therefor, the Project, and other material factors affecting the security and payment of the Notes.

5. We acknowledge that we have been supplied with financial information which is adequate for a reasonable investor in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the

Issuer, the Project, the Notes and the security therefor, and including purchase and ownership of municipal and other obligations, so that as a reasonable investor, we have been able to make our decision to purchase the Notes.

6. We are acquiring the Notes for our own account and not with a view to resale or other distribution thereof, other than by participation with other financial institutions, and we do not presently intend to divide the Notes purchased by us nor to resell or otherwise dispose of all or any part of the Notes.

7. We understand that the Notes (a) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the laws of Iowa or the "Blue Sky" laws and regulations of any other state, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) will not be readily marketable. We will not offer, sell or transfer any of the Notes or make any change in registration of any of the Notes, except in compliance with any applicable federal or state laws. We will hold the loan in our own account.

8. We will not re-offer, sell or transfer any of the Notes, except in compliance with any applicable federal or state laws. We will hold the loan in our own account.

Dated this _____ day of _____, 2018.

COBANK, ACB, Greenwood Village, Colorado

By: _____

Accepted on behalf of the City Council, of the City of Adel, State of Iowa.

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

REGISTERED
Certificate No. R-1

REGISTERED
Principal Amount \$6,041,000

UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF DALLAS
CITY OF ADEL
SEWER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE
SERIES 2018D

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Note Date</u>	<u>CUSIP No.</u>
Variable	December 28, 2019*	October 24, 2018	N/A

* or such later date as Lender and the Issuer may authorize in writing, subject to prior approval of Ahlers & Cooney, P.C. as Bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes

The City of Adel, State of Iowa, a public body organized and existing under and by virtue of the constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

CoBank, ACB, Greenwood Village, Colorado

or registered assigns, the principal sum of SIX MILLION FORTY ONE THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the City Treasurer, Paying Agent of this issue, or its successor. If the total principal amount is not advanced at the time of closing, principal shall be advanced as requested by the Issuer and approved by the Lender and interest shall accrue on the principal amount of each advance from its actual date of the advance until paid, at the variable rate per annum as specified below. Interest shall be payable on the 20th day of each month until maturity or payment prior thereto. The Issuer will prepay the loans immediately upon the receipt of loan proceeds from the Sewer Revenue Capital Loan Notes, which loan funds may be provided from the Water Revenue Capital Loan Notes in phases during the construction period. As partial prepayments are made from phased loan proceeds received from the Water Revenue Capital Loan Notes, the commitment amount under the Note will be reduced by the full amount of the principal prepaid. Full and final prepayment under this provision from the last of the phased loan proceeds received from the Water Revenue Capital Loan Notes or other lawful sources will evidence the Issuer's request for cancellation of the Note and commitment related thereto. Lender will maintain a record of all advances under the loan, the interest accrued thereon, and all payments made with respect thereto, and such record will, absent proof of manifest error, be conclusive evidence of the outstanding principal and interest on the loans.

Variable Rate: The outstanding principal of the Notes shall bear interest at the variable rate (rounded upward to the nearest 1/100th and adjusted for reserves required on Eurocurrency Liabilities (as hereinafter defined) for banks subject to FRB Regulation D (as hereinafter defined) or required by any other federal law or regulation) per annum equal at all times to 1.35% above the higher of: (1) zero percent (0.000%); or (2) the rate reported at 11:00 a.m. London time for the offering of one (1)-month U.S. dollars deposits, by Bloomberg Information Services (or any successor or substitute service providing rate quotations comparable to those currently provided by such service, as determined by Lender from time to time, for the purpose of providing quotations of interest rates applicable to dollar deposits in the London interbank market) on the first U.S. Banking Day (as hereinafter defined) in each week, with such rate to change weekly on such day. The rate will be reset automatically, without the necessity of notice being provided to Lender, the Issuer, or any other party, on the first U.S. Banking Day of each succeeding week, and each change in the rate will be applicable to all balances subject to this option. Information about the then-current rate will be made available by Lender upon telephonic request from the Issuer. For purposes hereof: (a) "U.S. Banking Day" means a day on which Lender is open for business and banks are open for business in New York, New York; (b) "Eurocurrency Liabilities" will have the meaning as set forth in "FRB Regulation D"; and (c) "FRB Regulation D" means Regulation D as promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Part 204, as amended.

Interest will be calculated on the actual number of days each loan is outstanding on the basis of a year consisting of 360 days and will be payable monthly in arrears by the 20th day of the following month or on such other day as Lender will require in a written notice to the Issuer. Interest payments will be made by ACH.

This Note is issued pursuant to the provisions of Section 76.13 of the City Code of Iowa, for the purpose of paying costs of improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and gravity sewer, related site improvements, in conformity to a Resolution of the Council of the City duly passed and approved, for the purpose of defraying part of the cost of acquiring the Project. For a complete statement of the revenues and funds from which, and the conditions under which this Note is payable, a statement of the conditions under which the additional Notes of equal standing may hereafter be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Resolution. Lender's obligation to make advances under this Note (including the initial advance) is subject to the Lender's receipt of evidence satisfactory to Lender that USDA RD/RUS has approved the expenditures and amount requested to be drawn.

All Notes may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Ten days' written notice of redemption shall be given by ordinary mail to the registered owner of the Note. Failure to give such notice by mail to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, other Notes ranking on a parity therewith, and any additional Notes which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution of which notice is hereby given and is hereby made a part hereof, are payable both as to principal and interest solely from the Project Fund as provided in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an officer of the Registrar, the City Treasurer, Adel, Iowa.

Date of authentication: _____

CITY OF ADEL, STATE OF IOWA

This is one of the Notes described in the within mentioned Resolution, as registered by the City Treasurer

By: _____
Mayor

CITY TREASURER, Registrar

ATTEST:

By: _____
Authorized Signature

By: _____
City Clerk

(SEAL)

Registrar and Transfer Agent: City Treasurer
Paying Agent: City Treasurer

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n): _____

Individual* _____ Corporation _____

Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

DELIVERY CERTIFICATE

We the undersigned, City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Adel, State of Iowa; that in pursuance of the provisions of Section 76.13, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered and authenticated and delivered fully registered Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D (the "Notes") of the City of Adel, State of Iowa, in the amount of \$6,041,000, dated October 24, 2018, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity</u>
\$6,041,000*	Variable	December 28, 2019**

* Aggregate amount, subject to disbursement installments.

** Or such later date as the undersigned Purchaser and the City may authorize in writing, subject to prior approval of Ahlers & Cooney, P.C. as bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes.

The Note has been executed with the manual signature of the Mayor and the manual signature of the Clerk of the City, duly authorized and authenticated.

The Note has been delivered to the purchaser thereof, namely:

CoBank, ACB of Greenwood Village, Colorado

and has been paid for in accordance with the terms of the contract of sale and at a price of \$6,041,000 and accrued interest.

We further certify that the City did heretofore establish a Municipal Sewer System (hereinafter referred to as the "Utility"), that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of the Utility.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned officers to their respective positions, or the validity of the Note, or the pledge of the Project Fund, to the payment of the Note or the power and duty of the City to construct, own and operate its Utility as a revenue producing undertaking and to provide, charge and apply adequate rates and charges for the full and prompt payment of the principal and interest of the Note, and that none of the proceedings or authority for the issuance of the Note has been repealed, revoked, rescinded, or modified in any manner.

We further certify that each of the officers whose signatures appear on the Note were in occupancy and possession of their respective offices at the time the Note was executed and do hereby adopt and affirm their signatures appearing in the Note.

We further certify that the present financial condition of the City is as follows:

Total sewer revenue bonded indebtedness, including above- mentioned Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D	This issue: \$6,041,000 Project Note \$300,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2015 \$1,163,000 Sewer Revenue Capital Loan Note, Taxable Series 2018 \$580,050 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018B (SRF P&D)
All other indebtedness of any kind, payable from Sewer Revenue	\$ _____

IN WITNESS WHEREOF, we have hereunto affixed our hands at Adel, Iowa, this _____ day of _____, 2018.

Mayor

City Clerk

City Treasurer

(SEAL)

Resolution No. 18-70

Council Member _____ moved that the form of Tax Exemption Certificate be placed on file and approved. Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Council Member _____ introduced the following Resolution and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

Resolution No.:

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$6,041,000 SEWER REVENUE CAPITAL LOAN NOTES
ANTICIPATION PROJECT NOTE, SERIES 2018D

WHEREAS, the Issuer is a political subdivision duly organized and existing under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and gravity sewer, related site improvements, and it is deemed necessary and advisable that a form of Project Note Loan and Disbursement Agreement be approved and authorized and Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D, in the amount of \$6,041,000 be issued for said purpose; and

WHEREAS, the Notes will be payable from the Project Fund established herein into which the Issuer pledges proceeds of the not to exceed \$7,500,000 Sewer Revenue Capital Loan Notes, which Council authorized additional action upon by resolution dated September 11, 2018, said notes to be issued upon completion of the Project; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.83 of the Code of Iowa, as amended, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of the Notes in anticipation of said future financing per Section 76.13:

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, STATE OF IOWA:

Section 1. Definitions. As used in this Resolution:

- ◆ "Acquired" means acquisition by purchase, construction or by any other method.
- ◆ "Additional Project Notes" means additional Project Notes issued as provided in Section 18 of this Resolution.
- "City" or "Issuer" means the City of Adel, State of Iowa.
- ◆ "Governing Body" means the City Council.
- "Issuer" shall mean the City of Adel, State of Iowa.
- "Lender" shall mean CoBank, ACB, Greenwood Village, Colorado
- "Loan and Disbursement Agreement" shall mean the Project Note Loan and Disbursement Agreement between Issuer and Lender, dated the date of delivery.
- ◆ "Investment Securities" means United States Governmental obligations, and also, obligations the principal and interest on which are fully guaranteed by the United States.
- ◆ "Notes" means the Project Note authorized to be issued by Section 3 of this Resolution.
- ◆ "Paying Agent" means the City Treasurer or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuers agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- ◆ "Permitted Investments" shall mean any investments permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on

which the moneys are required for payment of principal and interest on the Note or project costs.

- ◆ "Project" means the improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and gravity sewer, related site improvements.
- ◆ "Project Cost" or "Costs" means all costs of acquiring the Project, including engineering, legal, accounting, financial, interest during construction and other expenses incidental thereto, and also including the costs of issuance of Project Notes.
- ◆ "Project Fund" means the Project Fund established by Section 6 of this Resolution.
- ◆ "Rebate Fund" means the fund so defined and established pursuant to the Tax Exemption Certificate.
- ◆ "Registrar" means City Treasurer of Adel, Iowa or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- ◆ "Resolution" means this Resolution of the City.
- ◆ "Tax Exemption Certificate" means the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- ◆ "Treasurer" means the Finance Director of the City or such other officers as the governing body may from time to time designate.
- ◆ "USDA RD/RUS" means the United States Department of Agriculture, acting through Rural Development or the Rural Utilities Service.

Section 2. Payment of Cost. To pay the Project Costs it is hereby determined that the Issuer borrow the sum of \$6,041,000, and that Project Notes be issued therefor pursuant to the provisions of Section 76.13 of the Code of Iowa, as amended, pledging for the payment thereof the Project Fund of the City.

Section 3. Note Details, Execution, Redemption and Registration.

(a) Note Details. The Notes shall be designated Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2018D, may be issued and delivered in one or more installments, shall consist of a single Note, in the par amount of the loan, bearing interest from the date of each advance under the Notes, at a variable rate per annum, said interest payable monthly until maturity or payment prior thereto. The Issuer will prepay the loans immediately upon the receipt of loan proceeds from the Sewer Revenue Capital

Loan Notes, which loan funds may be provided from the Water Revenue Capital Loan Notes in phases during the construction period. As partial prepayments are made from phased loan proceeds received from the Water Revenue Capital Loan Notes, the commitment amount under the Note will be reduced by the full amount of the principal prepaid. Full and final prepayment under this provision from the last of the phased loan proceeds received from the Water Revenue Capital Loan Notes or other lawful sources will evidence the Issuer's request for cancellation of the Note and commitment related thereto.

If the proceeds of the loan are disbursed in installments, the principal amount and date of disbursement shall be recorded in Lender's records, and interest shall accrue on the principal of each installment from the date of delivery of the installment to maturity or payment prior thereto. Lender will maintain a record of all advances under the loan, the interest accrued thereon, and all payments made with respect thereto, and such record will, absent proof of manifest error, be conclusive evidence of the outstanding principal and interest on the loans. The Notes shall mature on December 28, 2019, or such later date as Lender and the Issuer may authorize in writing.

Variable Rate: The outstanding principal of the Notes shall bear interest at the variable rate (rounded upward to the nearest 1/100th and adjusted for reserves required on Eurocurrency Liabilities (as hereinafter defined) for banks subject to FRB Regulation D (as hereinafter defined) or required by any other federal law or regulation) per annum equal at all times to 1.35% above the higher of: (1) zero percent (0.000%); or (2) the rate reported at 11:00 a.m. London time for the offering of one (1)-month U.S. dollars deposits, by Bloomberg Information Services (or any successor or substitute service providing rate quotations comparable to those currently provided by such service, as determined by Lender from time to time, for the purpose of providing quotations of interest rates applicable to dollar deposits in the London interbank market) on the first U.S. Banking Day (as hereinafter defined) in each week, with such rate to change weekly on such day. The rate will be reset automatically, without the necessity of notice being provided to Lender, the Issuer, or any other party, on the first U.S. Banking Day of each succeeding week, and each change in the rate will be applicable to all balances subject to this option. Information about the then-current rate will be made available by Lender upon telephonic request from the Issuer. For purposes hereof: (a) "U.S. Banking Day" means a day on which Lender is open for business and banks are open for business in New York, New York; (b) "Eurocurrency Liabilities" will have the meaning as set forth in "FRB Regulation D"; and (c) "FRB Regulation D" means Regulation D as promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Part 204, as amended.

Interest will be calculated on the actual number of days each advance is outstanding on the basis of a year consisting of 360 days and will be payable monthly in arrears by the 20th day of the following month or on such other day as Lender will require in a 10-day written notice to the Issuer. Each interest payment shall be calculated for the period from the first day of the month through the last day of the month, subject to the day of the advance(s) and the day of maturity or redemption, said interest payments to

be invoiced by Lender each month showing the calculation of the interest payments. Interest payments will be made by ACH or may be capitalized through disbursements under the Notes at the request of the Issuer.

(b) Execution. The Notes shall be executed by the manual signature of the Mayor and countersigned by the manual signature of the City Clerk and shall have the seal of the Issuer impressed or printed thereon and shall be fully registered as to both principal and interest as provided in this Resolution; principal; interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note or otherwise in accordance with the Note. In the absence of the Mayor, the Mayor Pro Tem is authorized to act in the capacity of the Mayor to carry out the provisions of this Resolution. In the absence of the City Clerk, the Deputy City Clerk is authorized to act in the capacity of the City Clerk to carry out the provisions of this Resolution. After execution, the Notes shall be held by the City Clerk for delivery.

(c) Redemption. All Notes may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Ten days' written notice of redemption shall be given by ordinary mail to the registered owner of the Note. Failure to give such notice by mail to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

(d) Loan and Disbursement Agreement; Closing Documents. There is hereby authorized to be executed on behalf of the Issuer, the Loan and Disbursement Agreement with the Lender, substantially in the form attached hereto as Exhibit A, providing for a loan to the Issuer of up to \$6,041,000, to be evidenced by one or more Notes, as authorized herein. The principal amount of the loan will be advanced in installments and shall bear interest per annum on the principal amount of each installment from the date of delivery for each installment to maturity.

The Loan and Disbursement Agreement shall be executed by the Mayor of the City and attested by the City Clerk of said City on behalf of the Council, and when so executed and also executed by the Lender, shall be binding on the parties thereto.

The Mayor, City Clerk, Deputy City Clerk and Finance Director are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 3.1. Authorized Project Costs and Advances; Conditions Precedent to Closing and Advances.

(a) Authorized Project Costs and Advances. Subject to the conditions precedent set forth in Section 3.1 hereof, advances under the Notes shall be deposited in the Project Fund from time to time by the Lender upon the written request of the Issuer and expended in order to pay or as reimbursement to the Issuer for payments made by it for the costs of the Project, including the payment or reimbursement to the Issuer of such amounts as shall be necessary to pay for or reimburse the Issuer for expenditures in connection with (i) the preparation of plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof), and payment of any architectural, engineering or surveying fees and expenses, (ii) costs of demolition of any existing structure, (iii) the acquisition of the land (if any) for and the construction of the Project, including but not limited to labor, services, materials and supplies used in construction, and all construction, acquisition and installation expenses required to provide utility services or other facilities, and all real or personal properties deemed necessary in connection with the Project (including architectural, engineering and surveying services with respect to any of the foregoing), (iv) the acquisition of equipment, (v) costs of issuance of the Notes including but not limited to the origination fee (if any), and attorney fees and expenses of the Issuer, and (vi) any other costs and expenses relating to the Project and approved by Lender.

(b) Conditions Precedent to Closing. The Lender's obligation to close the Notes is subject to Lender's receipt of copies of the (i) USDA RD/RUS letter of conditions to be met by the Issuer; (ii) Issuer's letter of intent to meet the conditions contained in the USDA RD/RUS letter of conditions; and (iii) USDA RD/RUS obligation of funds for the full loan amount of \$6,041,000.

(c) Conditions Precedent to Initial Advance. The Lender's obligation to make the initial advance contemplated by Section 3 hereof, is subject to the Lender's receipt of the USDA RD/RUS Commitment to Lend.

(d) Conditions Precedent to Any Advances. The Lender's obligation to make any advances under the Notes (including the initial advance) is subject to the Lender's receipt of evidence satisfactory to Lender that USDA RD/RUS has approved the expenditures and amount requested to be drawn.

Section 4. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

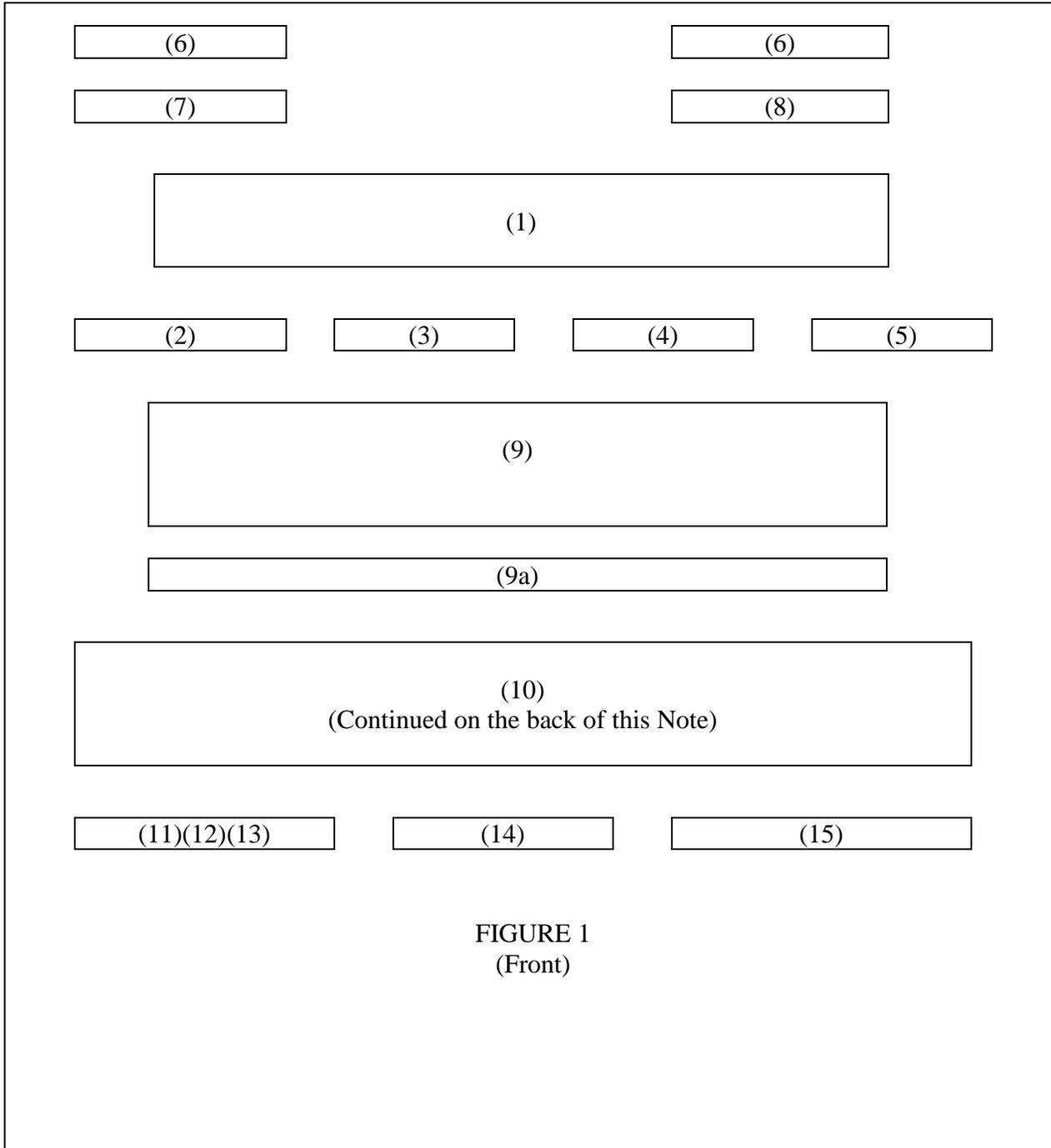


FIGURE 1
(Front)

<p>(10) (Continued)</p>		<p>(16)</p>
-----------------------------	--	-------------

FIGURE 2
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"
"COUNTY OF DALLAS"
"CITY OF ADEL"
"SEWER REVENUE CAPITAL LOAN NOTES ANTICIPATION
PROJECT NOTE"
"SERIES 2018D"

Item 2, figure 1= Rate: Variable
Item 3, figure 1= Maturity: December 28, 2019*
Item 4, figure 1= Note Date: October 24, 2018
Item 5, figure 1= CUSIP No.: N/A
Item 6, figure 1= "Registered"
Item 7, figure 1= Note No. R-1
Item 8, figure 1= Principal Amount: \$6,041,000

* or such later date as Lender and the Issuer may authorize in writing, subject to prior approval of Ahlers & Cooney, P.C. as Bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes

Item 9, figure 1= The City of Adel, State of Iowa, a public body organized and existing under and by virtue of the constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of SIX MILLION FORTY ONE THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the City Treasurer, Paying Agent of this issue, or its successor. If the total principal amount is not advanced at the time of closing, principal shall be advanced as requested by the Issuer and approved by the Lender and interest shall accrue on the principal amount of each advance from its actual date of the advance until paid, at the variable rate per annum as specified below. Interest shall be payable on the 20th day of each month until maturity or payment prior thereto. The Issuer will prepay the loans immediately upon the receipt of loan proceeds from the Sewer Revenue Capital Loan Notes, which loan funds may be provided from the Water Revenue Capital Loan Notes in phases during the construction period. As partial prepayments are made from phased loan proceeds received from the Water Revenue Capital Loan Notes, the commitment amount under the Note will be reduced by the full amount of the principal prepaid. Full and final prepayment under this provision from the last of the phased loan proceeds received from the Water Revenue Capital Loan Notes or other lawful sources will evidence the Issuer's request for cancellation of the Note and commitment related thereto. Lender will maintain a

record of all advances under the loan, the interest accrued thereon, and all payments made with respect thereto, and such record will, absent proof of manifest error, be conclusive evidence of the outstanding principal and interest on the loans.

Variable Rate: The outstanding principal of the Notes shall bear interest at the variable rate (rounded upward to the nearest 1/100th and adjusted for reserves required on Eurocurrency Liabilities (as hereinafter defined) for banks subject to FRB Regulation D (as hereinafter defined) or required by any other federal law or regulation) per annum equal at all times to 1.35% above the higher of: (1) zero percent (0.000%); or (2) the rate reported at 11:00 a.m. London time for the offering of one (1)-month U.S. dollars deposits, by Bloomberg Information Services (or any successor or substitute service providing rate quotations comparable to those currently provided by such service, as determined by Lender from time to time, for the purpose of providing quotations of interest rates applicable to dollar deposits in the London interbank market) on the first U.S. Banking Day (as hereinafter defined) in each week, with such rate to change weekly on such day. The rate will be reset automatically, without the necessity of notice being provided to Lender, the Issuer, or any other party, on the first U.S. Banking Day of each succeeding week, and each change in the rate will be applicable to all balances subject to this option. Information about the then-current rate will be made available by Lender upon telephonic request from the Issuer. For purposes hereof: (a) "U.S. Banking Day" means a day on which Lender is open for business and banks are open for business in New York, New York; (b) "Eurocurrency Liabilities" will have the meaning as set forth in "FRB Regulation D"; and (c) "FRB Regulation D" means Regulation D as promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Part 204, as amended.

Interest will be calculated on the actual number of days each loan is outstanding on the basis of a year consisting of 360 days and will be payable monthly in arrears by the 20th day of the following month or on such other day as Lender will require in a written notice to the Issuer. Interest payments will be made by ACH.

This Note is issued pursuant to the provisions of Section 76.13 of the City Code of Iowa, for the purpose of paying costs of improvements and extensions to the Municipal Sewer Utility, including acquisition, construction, and installation of a lift station, force main and gravity sewer, related site improvements, in conformity to a Resolution of the Council of the City duly passed and approved, for the purpose of defraying part of the cost of acquiring the Project. For a complete statement of the revenues and funds from which, and the conditions under which this Note is payable, a statement of the conditions under which the additional Notes of equal standing may hereafter be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Resolution. Lender's obligation to make advances under this Note (including the initial advance) is subject to the Lender's receipt of evidence satisfactory to Lender that USDA RD/RUS has approved the expenditures and amount requested to be drawn.

All Notes may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Ten days' written notice of redemption shall be given by ordinary mail to the registered owner of the Note. Failure to give such notice by mail to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, other Notes ranking on a parity therewith, and any additional Notes which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution of which notice is hereby given and is hereby made a part hereof, are payable both as to principal and interest solely from the Project Fund as provided in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an officer of the Registrar, the City Treasurer, Adel, Iowa.

- Item 11, figure 1 = Date of authentication:
- Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by the City Treasurer.

CITY TREASURER, Registrar

By: _____
Authorized Signature

- Item 13, figure 1 = Registrar and Transfer Agent: City Treasurer
- Paying Agent: City Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

Item 14, figure 1 = (Seal)
Item 15, figure 1 = [Signature Block]

CITY OF ADEL, STATE OF IOWA

By: _____ (manual signature)
Mayor

ATTEST:

By: _____ (manual signature)
City Clerk

Item 16, figure 2 = [Assignment Block]
[Information Required for Registration]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
 Address of Transferee(s) _____
 Social Security or Tax Identification _____
 Number of Transferee(s) _____
 Transferee is a(n):
 Individual* _____ Corporation _____
 Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
 (Cust) (Minor)
 Under Iowa Uniform Transfers
 to Minors Act.....
 (State)

Section 5. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The City Treasurer is hereby appointed as Note Registrar under the terms of this. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be canceled by the Registrar. All Notes which are canceled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the canceled Notes to the Issuer.

(f) Non-Presentation of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any Note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period

equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 6. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 7. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Note to the Paying Agent.

Section 8. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and City Clerk shall execute and deliver the Notes to the City Treasurer who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a certificate of authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 9. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 10. Security for Notes. The Notes, together with interest thereon, shall be payable solely from the Project Fund. To pay the principal and interest on the Notes when it becomes due, there is hereby created a pledge of the receipts anticipated in such Fund to continue until the payment in full of the principal and interest on the Notes.

Section 11. Establishment of Project Fund. The Issuer hereby creates and establishes a USDA Sewer System Project Fund, into which Fund are hereby appropriated the following:

Proceeds of the Notes and also proceeds from the sale of not to exceed \$7,500,000 Sewer Revenue Capital Loan Notes heretofore authorized to be issued by Council action September 11, 2018

The funds so appropriated shall include in addition thereto all funds of the Issuer, including proceeds realized on the reinvestment of proceeds of the Notes, from which the Issuer is or may become obligated to pay under contracts for the construction of the project to the extent that proceeds of the Notes are applied to the payment thereof.

Section 12. Application of Project Fund. The proceeds of the sale of the Notes shall be deposited in the Project Fund for application to payment of Project Costs and the costs of issuance of the Notes to pay the principal of or interest on these Notes when due.

Disbursements for the payment of Project Costs shall be made by the City Treasurer upon receipt of vouchers approved by the Governing Body.

After completion of the Project, any moneys remaining in the Project Fund shall be held for the retirement of Notes. When all Notes are paid or payment is provided for, remaining moneys in the Project Fund may be withdrawn and used for any lawful purpose.

Section 13. Investments. Moneys in the Project Fund shall at all times be invested, to the extent practicable in Investment Securities maturing at such times and in such amounts as will make cash available for the purposes of such Fund as needed.

Section 14. Covenants with Noteholders. Issuer covenants and agrees, so long as any Notes herein authorized remain unpaid, that it:

- a. Will proceed to complete with all practicable dispatch the construction and acquisition of the Project;
- b. Will not make or cause or permit to be made any application of the proceeds of the Notes or of any moneys held in the Project Fund, except in accordance with the provisions of this Resolution;
- c. Will from time to time increase the amount of the appropriations to the Project Fund, to the extent necessary to assure that the expected receipts thereafter forthcoming, together with the Funds appropriated and held in trust for the purpose will be sufficient to pay when due the Notes as to both principal and interest.
- d. Will obtain the collection of funds and the proceeds of the sale of bonds anticipated to be received in the Project Fund and, if not paid from other sources, apply the same to the payment of the Notes and interest thereon; and
- e. For the prompt and full performance of the terms and provisions of this Resolution and contract with the noteholders, the Issuer pledges its full diligence and the exercise of its lawful powers.

f. Furnish to Lender, within one hundred eighty (180) days after the close of each fiscal year of Issuer, a copy of the Issuer's Financial Report on Form F-66 (IA-2) for such fiscal year as filed with the Office of the Auditor of the State of Iowa.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between the Issuer and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Notes it will comply with the requirements of the statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are not facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 18. Additional Notes. Upon USDA RD/RUS approval of an increase in loan size above \$6,041,000, the Issuer may issue additional Project Notes of equal standing and parity of lien with these Notes for the purpose of paying Project Costs to the extent that funds appropriated to the Project Fund are adequate to pay all Notes so issued and interest thereon. Lender shall first have the option to agree to amend the Notes to increase the principal amount thereof*, on the same terms as the Notes. If Lender declines to amend the Notes under said circumstances, the Issuer may issue Notes to another lender or purchaser up to the additional amount approved by USDA RD/RUS.

* subject to prior approval of Ahlers & Cooney, P.C. as Bond Counsel, and compliance with all actions deemed necessary by Bond Counsel due to reissuance of the Notes.

The holder or holders of the Notes shall have all other rights and remedies given by law for the payment and enforcement of the Notes and the security therefor.

Section 19. Not Qualified Tax-Exempt Obligations. The Notes shall not be designated as qualified tax-exempt obligations as defined by Section 265(b) of the Internal Revenue Code of the United States, as amended.

Section 20. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 21. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 22. Repeal of Conflicting Resolutions or Ordinances. That all ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Paragraph Headings. The paragraph headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Steven M. Nadel
515.246.0306
snadel@ahlerslaw.com

October 4, 2018

Mr. Anthony Brown
City Administrator
City of Adel
P.O. Box 248 - 301 S. 10th Street
Adel, IA 50003

- Re: The City of Adel, State of Iowa – Contract Proceedings for USDA #3 and #4
- Bryan & Rapids Street Water Main Replacement
 - Phase 1 – Part B Section 1 (Raw Water Transmission Main)
 - Phase 1 – Part B Sections 2 & 3 (Wells 5 & 6 Drilling and Site Work)
 - Bid Package No. 1 – Lift Station
 - Bid Package No. 2 – Sanitary Sewer and Force Main

Dear Mr. Brown:

These instructions apply to all of the five (5) bid lettings listed above.

Enclosed are proceedings to be used for ordering construction, setting the hearing date, and approving publication of notice of public hearing and posting of notice to bidders. Proceedings to be used on the date fixed for the hearing on plans and specifications, proceedings with respect to receipt of bids, and subsequent proceedings to be used thereafter through the final approval of the execution of contract and bond of the contractor, and a resolution accepting the work when it is completed, are also enclosed.

As a first step in the contract procedure, the plans, specifications, form of contract and the engineer's preliminary estimate of costs must be placed on file in the City Clerk's office prior to publication of the Notice of Public Hearing and posting of the Notice to Bidders.

Before construction bids are acted upon, the Council must hold a hearing on the proposed plans, specifications and contract, as well as on the cost of the proposed improvement project.

Code Section 26.12 provides at public hearing any interested person may appear and file objections to the proposed plans, specifications, contract or estimated cost of the public improvement. After hearing all objections, this section provides that the governing body shall, by resolution, enter its decision on such items above mentioned. The proceedings enclosed have been prepared on the basis that the hearing will be held and the decision made before construction bids are considered by the Council.

October 4, 2018

Page 2

The proceedings enclosed have also been prepared on the basis that no written objections were filed and/or that no oral objections were made by any interested person. If this assumption on our part proves to be incorrect on the date of the hearing and letting, I would then suggest that, after written objections are received and/or oral objections heard, that after considering all objections filed and/or made, if the Council feels that such objections are without merit, that they proceed to pass the resolution adopting the plans, specifications, form of contract and estimate of costs, but that the minutes be changed by indicating the number of written or oral objections AND by inserting a summary of written or oral objections made at the hearing.

The contract may be awarded to the lowest bidder or all bids may be rejected and a date set for a new letting. After awarding the contract, and when the contractor has returned an executed contract and bond, the Council can act upon the undated proceedings enclosed herewith entitled "Resolution Approving Construction Contract and Bond".

If any questions arise concerning the sufficiency of the bids or the action to be taken in respect to them, the Council can adjourn the consideration of the bids within the period specified in the specifications and meet at a later date to make the award.

An extra copy of the procedures are enclosed to be completed as originals and certified back to this office.

If you have any questions concerning the above procedure or any matters which may arise regarding this project, please contact our office.

Very truly yours,

AHLERS & COONEY, P.C.

By



Steven M. Nadel

SMN:kls

Encl.

01525201-110113-081

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of Adel, Iowa.
Date of Meeting: October 9, 2018
Time of Meeting: 6:00 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Bid Package No. 1 - Lift Station

- Resolution ordering construction of the Bid Package No. 1 - Lift Station, and fixing a date for hearing thereon and taking of bids therefor.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Adel, State of Iowa

October 9, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 118 S. Main, Adel, Iowa, at 6:00 o'clock P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Resolution No. 18-74

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted.

Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Bid Package No. 1 - Lift Station; and

WHEREAS, the City of Adel has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Council for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26 of the Code of Iowa, to hold a public hearing and to advertise for bids:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Bid Package No. 1 - Lift Station, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Hearing; the public improvements being more generally described as follows:

Bid Package No. 1 - Lift Station

1. *Construction of a precast concrete sanitary sewer lift station, including submersible pumps and vertical spiral screen;*
2. *Construction of a precast concrete valve vault, including process piping and valves;*
3. *Construction of a masonry lift station building and associated electrical and mechanical components;*
4. *Installation of a standby generator and associated electrical controls;*
5. *Installation of approximately 80 linear feet of new 24" diameter sanitary sewer, sanitary sewer manholes, and related appurtenances;*
6. *Installation of approximately 120 linear feet of new 8" and 12" diameter sanitary force main, including approximately 70 linear feet of trenchless construction;*
7. *Approximately 850 square yards of Portland Cement Concrete (PCC) paving, associated subbase, and subgrade preparation;*
8. *Site dewatering as required for construction; and*
9. *All other work as required by the contract documents.*

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

Section 3. That the City Clerk be and is hereby directed to post a notice to bidders once in each of the following: (i) a relevant contractor plan room service with statewide circulation; (ii) a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to November 14, 2018, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:00 A.M., on such date.

Section 4. That the City Council hereby delegates to the City Clerk the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on November 27, 2018, at 6:00 o'clock P.M.

Section 5. That the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. The publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 6:00 o'clock P.M. on October 22, 2018.

Section 6. That the City Clerk shall cause the notices described in Section 3 and Section 5 hereof to be posted and published, the posting and publication to be within the posting and publication timeline for each notice outlined above.

Section 7. That the Notice to Bidders and Notice of Public Hearing shall be substantially in the forms attached hereto:

**EAST ANNEX SANITARY UTILITY IMPROVEMENTS
BID PACKAGE NO. 1 – LIFT STATION
CITY OF ADEL, IOWA**

NOTICE TO BIDDERS

Sealed Bids for the construction of the **EAST ANNEX SANITARY UTILITY IMPROVEMENTS, BID PACKAGE NO. 1 – LIFT STATION**, will be received, by the **City of Adel, Iowa**, at the office of the City Clerk at **City Hall**, located at **301 South 10th Street, Adel, Iowa, 50003**, before **10:00 A.M.** local time on **November 14, 2018**, at which time the bids received will be publicly opened and read in the Council Chambers at City Hall, **301 South 10th Street, Adel, Iowa, 50003**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

The tabulated results of the bid opening will be considered by the Adel City Council at their meeting in the Council Chambers at City Hall, **301 South 10th Street, Adel, Iowa, 50003** on **November 27, 2018 at 6:00 P.M.** at which time the Council may take action on the proposals submitted or at such time as may then be fixed.

The City Council of Adel, Iowa, will hold a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of said improvements at **6:00 P.M.** on **Monday, October 22, 2018**, in the Council Chambers at **City Hall** located at **301 South 10th Street, Adel, Iowa, 50003**. At said hearing, any interested person may appear and file objections thereto or to the cost of the improvements.

A pre-bid conference will be held at **10:00 A.M.** local time on **Tuesday, October 30, 2018** at **City Hall** located at **301 South 10th Street, Adel, Iowa, 50003**. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of the improvements, which consist of:

- 1. Construction of a precast concrete sanitary sewer lift station, including submersible pumps and vertical spiral screen;**
- 2. Construction of a precast concrete valve vault, including process piping and valves;**
- 3. Construction of a masonry lift station building and associated electrical and mechanical components;**
- 4. Installation of a standby generator and associated electrical controls;**
- 5. Installation of approximately 80 linear feet of new 24" diameter sanitary sewer, sanitary sewer manholes, and related appurtenances;**
- 6. Installation of approximately 120 linear feet of new 8" and 12" diameter sanitary force main, including approximately 70 linear feet of trenchless construction;**

- 7. Approximately 850 square yards of Portland Cement Concrete (PCC) paving, associated subbase, and subgrade preparation;**
- 8. Site dewatering as required for construction; and**
- 9. All other work as required by the contract documents.**

The Owner will receive and consider bids on the Project and will award a single Contract. The award of the Contract will be made to the lowest responsive, responsible bidder, based on the Bid Proposal Form with the lowest TOTAL BID PRICE. Notwithstanding the foregoing, the owner reserves the right to award the contract as it deems to be in the best interests of the City.

All Work is to be in strict compliance with the Plans and Specifications prepared by McClure Engineering Company, P.C., of Clive, Iowa, which together with the proposed form of contract and estimate of cost have heretofore been approved by the Owner. By reference, they are made a part hereof as though fully set out and incorporated herein.

All bids shall be made on a form furnished by the City and shall be filed on or before the time herein set, in a sealed envelope addressed to the City Clerk of Adel, Iowa, clearly stating that the envelope contains a bid on this project. All Bidders must submit and sign the Bid Proposal Form in the Specifications (Section 00 41 00). All attachments included in Section 00 41 00 – Bid Proposal Form, shall be signed and submitted with the Bid Package.

By virtue of statutory authority, a preference will be given to products and provisions and coal produced within the State of Iowa.

Each bid shall be accompanied by a bid security as defined in Iowa Code Section 26.8, in the form of a Bid Bond, Certified Check, Cashier's Check or a Certified Share Draft in a separate sealed envelope in an amount equal to five (5) percent of the total amount bid. A Bid Bond must be on the form provided with the Contract Documents. The Certified Check or Cashier's Check shall be drawn on a state-chartered or federally-chartered bank. A Certified Share Draft shall be drawn on a state-chartered or federally-chartered credit union. Certified Checks, Cashier's Checks or Certified Share Drafts shall be made payable to the CITY OF ADEL, as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required Performance and Payment Bonds and Certificate of Insurance.

Bid security shall be furnished in accordance with the Instructions to Bidders. The Certified Check, Cashier's Check or Certified Share Draft may be cashed, or the Bid Bond forfeited and the proceeds retained as liquidated damages if the Bidder fails to execute a contract or file acceptable Performance and Payment Bonds or provide an acceptable Certificate of Insurance within ten (10) days after the acceptance of his proposal by resolution of the Owner. No bidder may withdraw a proposal within ninety (90) days after the date set for opening bids. The checks of the unsuccessful bidders will be promptly returned to them after award of the Contract.

The method of construction of all improvements shall be by contract in accordance with the Plans and Specifications and general stipulations for said improvements approved by the Owner. Payment for the cost of such improvements will be made in cash to be derived from such fund or funds as are legally available for such purpose.

Payment to Contractor will be made in monthly estimates and one final payment. Monthly estimates will

be equivalent to ninety-five (95) percent of the Contract value of the Work completed during the preceding calendar month. Estimates will be prepared on the first day of each month by the Contractor. Subject to the approval of the Engineer, who will certify each approved estimate to the City for payment on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after the final acceptance of the work by the Owner, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. Payment must also be in accordance with Chapter 26 of the Code of Iowa and will be made "after the completion and final acceptance of the improvement" as provided in Section 573.14 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid for in accordance with requirements stated in the Specifications.

Before final payment will be made on this project, the Contractor(s) and subcontractor(s) shall provide lien waivers as required in these Specifications. Owner will issue special exemption certificates to Contractors and subcontractors, allowing them to purchase, or withdraw from inventory, building materials for the contract free from sales tax. Refer to Article 22 of the Instructions to Bidders.

The successful Bidder will be required to furnish a corporate surety bond in an amount equal to one-hundred (100) percent of the Contract Price. Said Bond to be issued by a responsible surety approved by the Owner and authorized to do business in the State of Iowa, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for not less than two (2) years from the date of Substantial Completion.

Successful bidder shall also be required to provide Payment Bond as provided in the Specifications. All Bonds subject to the appropriate requirements in Code of Iowa 573.2 through 573.5.

Work on the improvement shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract and bonds by the Council, and be completed as stated below. The work shall be substantially completed on or before **August 31, 2019, Milestone 1 shall be completed by March 31, 2019**, and the work shall be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before **October 31, 2019**. Failure to meet either the Substantial Completion date or Final Completion date will result in liquidated damages of **\$1,000.00** per calendar day.

The Issuing Office for the Bidding Documents is: **McClure Engineering Company, 1360 NW 121st Street, Clive, Iowa, 50325, (Phone 515-964-1229)**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **8:00 a.m. and 5:00 p.m.**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Printed copies of the Bidding Documents may be obtained from the Issuing Office during the hours indicated above. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of \$25 per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met. 1. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within

14 days after award of the project will receive a full refund. If they are not returned, or returned past the deadline, or are not in a reusable condition as judged by the Engineer, the deposit shall be forfeited. Checks for Bidding Documents shall be payable to “McClure Engineering Company”.

Complete digital project Bidding Documents and Contract Documents and Plans are available at www.questcdn.com. You may download the digital documents for free by inputting Quest project number **Quest CDN# 5969909** on the website’s Project Search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading, and working in this digital project information.

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities as it may deem to be for the best interests of the Owner.

To the extent required by Iowa law, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. Failure to submit a fully completed Bidder Status Form with the Proposal may result in the proposal being deemed nonresponsive and rejected.

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver apply to this contract.

Published by the order of the City Council of Adel, Iowa.

Owner: CITY OF ADEL, IOWA

By: Brittany Sandquist

Title: Deputy City Clerk

Date: _____

+ + END OF ADVERTISEMENT FOR BIDS + +

**EAST ANNEX SANITARY UTILITY IMPROVEMENTS
BID PACKAGE NO. 1 – LIFT STATION
CITY OF ADEL, IOWA**

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Council of the City of Adel, Iowa, will hold a public hearing on **Monday, October 22, 2018, at 6:00 PM** in the Council Chambers of Adel City Hall, 301 S. 10th Street, Adel, Iowa, at which meeting the Council proposes to hear comments from the public on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of the **EAST ANNEX SANITARY UTILITY IMPROVEMENTS, BID PACKAGE NO. 1 – LIFT STATION** project. At said hearing, any interested person may appear and file objections thereto or to the cost of the proposed improvements.

The extent of work on this proposed project is the furnishing of all labor, equipment, and materials for the construction of the improvements, which consist of:

The scope of work includes the construction of a precast concrete sanitary sewer lift station on City-owned property located west of Prospect Avenue and south of U.S. Highway 6, including submersible pumps and vertical spiral screen equipment. Additional construction items include a precast concrete valve vault, including process piping and valves, a masonry lift station building and associated electrical and mechanical components, the installation of a standby generator and associated electrical controls, the installation of approximately 80 linear feet of new 24" diameter sanitary sewer, sanitary sewer manholes, and related appurtenances, and the installation of approximately 120 linear feet of new 8" and 12" diameter sanitary force main, including approximately 70 linear feet of trenchless construction. Site dewatering as required for construction, Portland Cement Concrete (PCC) paving, erosion control, site restoration and seeding, field testing, and other miscellaneous construction activities, and all other work as required by the contract documents are necessary to complete the scope of work.

Section 8. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

PASSED AND APPROVED, this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of Adel, Iowa.
Date of Meeting: October 9, 2018
Time of Meeting: 6:00 o'clock P.M.
Place of Meeting: Council Chambers, City Hall, 301 S. 10th Street, Adel, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Bid Package No. 2 - Sanitary Sewer and Force Main

- Resolution ordering construction of the Bid Package No. 2 - Sanitary Sewer and Force Main, and fixing a date for hearing thereon and taking of bids therefor.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Adel, State of Iowa

October 9, 2018

The City Council of the City of Adel, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 118 S. Main, Adel, Iowa, at 6:00 o'clock P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Resolution No. 18-75

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted.

Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Bid Package No. 2 - Sanitary Sewer and Force Main; and

WHEREAS, the City of Adel has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Council for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26 of the Code of Iowa, to hold a public hearing and to advertise for bids:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Bid Package No. 2 - Sanitary Sewer and Force Main, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Hearing; the public improvements being more generally

described as follows:

Bid Package No. 2 - Sanitary Sewer and Force Main

1. *Installation of approximately 4,550 linear feet of new 24" diameter gravity sanitary sewer, sanitary sewer manholes, and related appurtenances;*
2. *Installation of approximately 2,800 linear feet of new 16" diameter gravity sanitary sewer, sanitary sewer manholes, and related appurtenances;*
3. *Installation of approximately 110 linear feet of new 24" diameter trenchless gravity sanitary sewer in a steel casing, sanitary sewer manholes, and related appurtenances;*
4. *Installation of approximately 310 linear feet of new 16" diameter trenchless gravity sanitary sewer in a steel casing, sanitary sewer manholes, and related appurtenances;*
5. *Installation of approximately 4,310 linear feet of new 8" diameter sanitary sewer force main, and related appurtenances;*
6. *Installation of approximately 90 linear feet of new 12" diameter sanitary sewer force main, and related appurtenances;*
7. *Installation of approximately 240 linear feet of new 16" diameter sanitary sewer force main, and related appurtenances;*
8. *Installation of approximately 425 linear feet of new 8" diameter trenchless sanitary sewer force main and 425 linear feet of new 12" diameter trenchless sanitary sewer in a single casing under the Raccoon River, and related appurtenances;*
9. *Construction of a force main junction box and air release manhole, including air release valves, and access hatches;*
10. *Bid Alternate #1 includes installation of approximately 900 linear feet of new 12" diameter gravity sanitary sewer, sanitary sewer manholes, and related appurtenances;*
11. *Bid Alternate #1 includes installation of approximately 115 linear feet of new 12" diameter trenchless gravity sanitary sewer in a steel casing, sanitary sewer manholes, and related appurtenances;*
12. *Site dewatering as required for construction; and*
13. *All other work as required by the contract documents.*

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

Section 3. That the City Clerk be and is hereby directed to post a notice to bidders once in each of the following: (i) a relevant contractor plan room service with statewide circulation; (ii) a relevant construction lead generating service with statewide circulation; and (iii) on an internet site

sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to November 14, 2018, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 11:00 A.M., on such date.

Section 4. That the City Council hereby delegates to the City Clerk the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on November 27, 2018, at 6:00 o'clock P.M.

Section 5. That the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. The publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 6:00 o'clock P.M. on October 22, 2018.

Section 6. That the City Clerk shall cause the notices described in Section 3 and Section 5 hereof to be posted and published, the posting and publication to be within the posting and publication timeline for each notice outlined above.

Section 7. That the Notice to Bidders and Notice of Public Hearing shall be substantially in the forms attached hereto:

**EAST ANNEX SANITARY UTILITY IMPROVEMENTS
BID PACKAGE NO. 2 – SANITARY SEWER AND FORCE MAIN
CITY OF ADEL, IOWA**

NOTICE TO BIDDERS

Sealed Bids for the construction of the **EAST ANNEX SANITARY UTILITY IMPROVEMENTS, BID PACKAGE NO. 2 – SANITARY SEWER AND FORCE MAIN**, will be received, by the **City of Adel, Iowa**, at the office of the City Clerk at **City Hall**, located at **301 South 10th Street, Adel, Iowa, 50003**, before **11:00 A.M.** local time on **November 14, 2018**, at which time the bids received will be publicly opened and read in the Council Chambers at City Hall, **301 South 10th Street, Adel, Iowa, 50003**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

The tabulated results of the bid opening will be considered by the Adel City Council at their meeting in the Council Chambers at City Hall, **301 South 10th Street, Adel, Iowa, 50003** on **November 27, 2018 at 6:00 P.M.** at which time the Council may take action on the proposals submitted or at such time as may then be fixed.

The City Council of Adel, Iowa, will hold a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of said improvements at **6:00 P.M.** on **Monday, October 22, 2018**, in the Council Chambers at **City Hall** located at **301 South 10th Street, Adel, Iowa, 50003**. At said hearing, any interested person may appear and file objections thereto or to the cost of the improvements.

A pre-bid conference will be held at **10:00 A.M.** local time on **Tuesday, October 30, 2018** at **City Hall** located at **301 South 10th Street, Adel, Iowa, 50003**. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of the improvements, which consist of:

- 1. Installation of approximately 4,550 linear feet of new 24" diameter gravity sanitary sewer, sanitary sewer manholes, and related appurtenances;**
- 2. Installation of approximately 2,800 linear feet of new 16" diameter gravity sanitary sewer, sanitary sewer manholes, and related appurtenances;**
- 3. Installation of approximately 110 linear feet of new 24" diameter trenchless gravity sanitary sewer in a steel casing, sanitary sewer manholes, and related appurtenances;**
- 4. Installation of approximately 310 linear feet of new 16" diameter trenchless gravity sanitary sewer in a steel casing, sanitary sewer manholes, and related appurtenances;**
- 5. Installation of approximately 4,310 linear feet of new 8" diameter sanitary sewer force main, and related appurtenances;**
- 6. Installation of approximately 90 linear feet of new 12" diameter sanitary sewer force main, and related appurtenances;**

- 7. Installation of approximately 240 linear feet of new 16" diameter sanitary sewer force main, and related appurtenances;**
- 8. Installation of approximately 425 linear feet of new 8" diameter trenchless sanitary sewer force main and 425 linear feet of new 12" diameter trenchless sanitary sewer in a single casing under the Raccoon River, and related appurtenances;**
- 9. Construction of a force main junction box and air release manhole, including air release valves, and access hatches;**
- 10. Bid Alternate #1 includes installation of approximately 900 linear feet of new 12" diameter gravity sanitary sewer, sanitary sewer manholes, and related appurtenances;**
- 11. Bid Alternate #1 includes installation of approximately 115 linear feet of new 12" diameter trenchless gravity sanitary sewer in a steel casing, sanitary sewer manholes, and related appurtenances;**
- 12. Site dewatering as required for construction; and**
- 13. All other work as required by the contract documents.**

The Owner will receive and consider bids on the Project and will award a single Contract. Bids shall be on a unit price basis, with additive alternate bid items as indicated in the Bid Form. Award of the Contract will be made to the lowest responsive, responsible bidder, based on the Bid Proposal Form with the lowest TOTAL BID PRICE. Notwithstanding the foregoing, the owner reserves the right to award the contract as it deems to be in the best interests of the City.

All Work is to be in strict compliance with the Plans and Specifications prepared by McClure Engineering Company, P.C., of Clive, Iowa, which together with the proposed form of contract and estimate of cost have heretofore been approved by the Owner. By reference, they are made a part hereof as though fully set out and incorporated herein.

All bids shall be made on a form furnished by the City and shall be filed on or before the time herein set, in a sealed envelope addressed to the City Clerk of Adel, Iowa, clearly stating that the envelope contains a bid on this project. All Bidders must submit and sign the Bid Proposal Form in the Specifications (Section 00 41 00). All attachments included in Section 00 41 00 – Bid Proposal Form, shall be signed and submitted with the Bid Package.

By virtue of statutory authority, a preference will be given to products and provisions and coal produced within the State of Iowa.

Each bid shall be accompanied by a bid security as defined in Iowa Code Section 26.8, in the form of a Bid Bond, Certified Check, Cashier's Check or a Certified Share Draft in a separate sealed envelope in an amount equal to five (5) percent of the total amount bid. A Bid Bond must be on the form provided with the Contract Documents. The Certified Check or Cashier's Check shall be drawn on a state-chartered or federally-chartered bank. A Certified Share Draft shall be drawn on a state-chartered or federally-chartered credit union. Certified Checks, Cashier's Checks or Certified Share Drafts shall be made payable to the CITY OF ADEL, as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required Performance and Payment Bonds and Certificate of Insurance.

Bid security shall be furnished in accordance with the Instructions to Bidders. The Certified Check, Cashier's Check or Certified Share Draft may be cashed, or the Bid Bond forfeited and the proceeds retained as liquidated damages if the Bidder fails to execute a contract or file acceptable Performance and Payment Bonds or provide an acceptable Certificate of Insurance within ten (10) days after the acceptance of his proposal by resolution of the Owner. No bidder may withdraw a proposal within ninety (90) days after the date set for opening bids. The checks of the unsuccessful bidders will be promptly returned to them after award of the Contract.

The method of construction of all improvements shall be by contract in accordance with the Plans and Specifications and general stipulations for said improvements approved by the Owner. Payment for the cost of such improvements will be made in cash to be derived from such fund or funds as are legally available for such purpose.

Payment to Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five (95) percent of the Contract value of the Work completed during the preceding calendar month. Estimates will be prepared on the first day of each month by the Contractor. Subject to the approval of the Engineer, who will certify each approved estimate to the City for payment on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after the final acceptance of the work by the Owner, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. Payment must also be in accordance with Chapter 26 of the Code of Iowa and will be made "after the completion and final acceptance of the improvement" as provided in Section 573.14 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid for in accordance with requirements stated in the Specifications.

Before final payment will be made on this project, the Contractor(s) and subcontractor(s) shall provide lien waivers as required in these Specifications. Owner will issue special exemption certificates to Contractors and subcontractors, allowing them to purchase, or withdraw from inventory, building materials for the contract free from sales tax. Refer to Article 22 of the Instructions to Bidders.

The successful Bidder will be required to furnish a corporate surety bond in an amount equal to one-hundred (100) percent of the Contract Price. Said Bond to be issued by a responsible surety approved by the Owner and authorized to do business in the State of Iowa, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for not less than two (2) years from the date of Substantial Completion.

Successful bidder shall also be required to provide Payment Bond as provided in the Specifications. All Bonds subject to the appropriate requirements in Code of Iowa 573.2 through 573.5.

Work on the improvement shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract and bonds by the Council, and be completed as stated below. The work shall be substantially completed on or before **August 31, 2019**, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before **October 31, 2019**. Failure to meet either the Substantial Completion date or Final Completion date will result in liquidated damages of **\$1,000.00** per calendar

day.

The Issuing Office for the Bidding Documents is: **McClure Engineering Company, 1360 NW 121st Street, Clive, Iowa, 50325, (Phone 515-964-1229)**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **8:00 a.m. and 5:00 p.m.**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Printed copies of the Bidding Documents may be obtained from the Issuing Office during the hours indicated above. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of \$25 per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met. 1. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within 14 days after award of the project will receive a full refund. If they are not returned, or returned past the deadline, or are not in a reusable condition as judged by the Engineer, the deposit shall be forfeited. Checks for Bidding Documents shall be payable to "McClure Engineering Company".

Complete digital project Bidding Documents and Contract Documents and Plans are available at www.questcdn.com. You may download the digital documents for free by inputting Quest project number **Quest CDN# 5969990** on the website's Project Search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading, and working in this digital project information.

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities as it may deem to be for the best interests of the Owner.

To the extent required by Iowa law, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. Failure to submit a fully completed Bidder Status Form with the Proposal may result in the proposal being deemed nonresponsive and rejected.

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver apply to this contract.

Published by the order of the City Council of Adel, Iowa.

Owner: CITY OF ADEL, IOWA

By: Brittany Sandquist

Title: Deputy City Clerk

Date: _____

+ + END OF ADVERTISEMENT FOR BIDS + +

**EAST ANNEX SANITARY UTILITY IMPROVEMENTS
BID PACKAGE NO. 2 – SANITARY SEWER AND FORCE MAIN
CITY OF ADEL, IOWA**

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Council of the City of Adel, Iowa, will hold a public hearing on **Monday, October 22, 2018, at 6:00 PM** in the Council Chambers of Adel City Hall, 301 S. 10th Street, Adel, Iowa, at which meeting the Council proposes to hear comments from the public on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of the **EAST ANNEX SANITARY UTILITY IMPROVEMENTS, BID PACKAGE NO. 2 – SANITARY SEWER AND FORCE MAIN** project. At said hearing, any interested person may appear and file objections thereto or to the cost of the proposed improvements.

The construction of the East Annex Sanitary Utility Improvements, Bid Package No. 2 – Sanitary Sewer and Force Main project, which is generally located south of U.S. Highway 6 in the City of Adel, Iowa, ranging from the Wastewater Treatment Plant which is located just east of Old Portland Road, east across the Raccoon River, Prospect Avenue, and Puckerbrush Road, and north across U.S. Highway 6 to the Ortonville Business Park Lift Station. The extent of work on this proposed project is the furnishing of all labor, equipment, and materials for the construction of the improvements, which consist of:

The scope of work includes the installation of approximately 4,550 linear feet of new 24" diameter gravity sewer, 2,800 linear feet of new 16" diameter gravity sewer, 110 linear feet of new 24" trenchless gravity sanitary sewer in a steel casing pipe, 310 linear feet of new 16" diameter trenchless gravity sanitary sewer in a steel casing pipe, sanitary sewer manholes and related appurtenances. The scope of work also includes the installation of approximately 4,310 linear feet of new 8" diameter sanitary sewer force main, 90 linear feet of new 12" diameter sanitary sewer force main, 240 linear feet of new 16" diameter sanitary sewer force main, 425 linear feet of new 8" diameter trenchless sanitary sewer force main and 12" diameter trenchless sanitary sewer force main in a single steel casing under the Raccoon River, and related 8" diameter, 12" diameter, and 16" diameter appurtenances. The scope of work also includes the construction of a force main junction box and air release manhole, including air release valves and access hatches. Bid Alternate #1 includes the installation of approximately 900 linear feet of new 12" diameter gravity sanitary sewer, 115 linear feet of new 12" diameter trenchless gravity sanitary sewer in a steel casing pipe, sanitary sewer manholes, and related appurtenances. Site dewatering as required for construction, erosion control, site restoration and seeding, field testing, and other miscellaneous construction activities, and all other work as required by the contract documents are necessary to complete the scope of work.

Section 8. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

PASSED AND APPROVED, this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

	CONTRACT CHANGE ORDER	Change Order Number:	#1
		MEC Project Number:	ADL 20318001-00
For Contracted Project:	Adel Emergency Water Connection	Contract Date:	7/13/2018
		Date of Issuance:	9/25/2018
		Effective Date:	9/25/2018
		Original Contract Price:	\$ 39,415.00
Owner:	City of Adel, Iowa	Current Contract Price:	\$ 39,415.00
Contractor:	Thorpe Water Development Co.	Current Contingency Allowance:	\$ -
		Current Final Completion Date:	10/19/2018

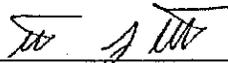
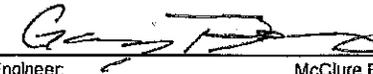
You are hereby requested to comply with the following changes below from the original contracted plans and specifications.

Description of Changes	ADJUSTMENT to Contingency Allowance	DECREASE in Contract Price	INCREASE in Contract Price
Dissassemble manifold, fuse spool to accomdate check valve (valve and gasket kit to be provided by City of Adel), reverse location of PRV and spool, install cl2 feed tap, remove and replace pipe support. Item 1. - Parts Item 2. - Labor	\$ -		\$ 195.40 \$ 1,680.00
Totals:	\$ -	\$ -	\$ 1,875.40
Contingency Allowance Remaining:	\$ -		
Net Change to Contract Price:		\$	1,875.40
Updated Contract Price:		\$	41,290.40

Justification:

The Amount of the Contingency Allowance will be INCREASED / DECREASED by the Sum of:	\$0.00
<i>00/100 Dollars</i>	
The Total Remaining Contingency Allowance including this and previous Change Orders will be:	\$0.00
<i>00/100 Dollars</i>	
The Amount of the Contract will be INCREASED / DECREASED / UNCHANGED by the Sum of:	\$1,875.40
<i>00/100 Dollars</i>	
The Total Contract Price including this and previous Change Orders will be:	\$41,290.40
<i>00/100 Dollars</i>	
The Contract Period provided for Substantial Completion will be INCREASED / UNCHANGED:	

This Document will become a Supplement to the Contract dated (CONTRACT DATE), and all Provisions will apply hereto.

Requested By:		9/25/18
	Contractor:	Date
Recommended By:		9/28/18
	Engineer: McClure Engineering Co.	Date
Accepted By:	_____	Date
	Owner:	Date
Approved by Funding Agency: (if applicable)	_____	Date

This information will be used as a record of any changes to the Original Construction Contract.

Contractor's Application for Payment No. 1

Application Period: 7/13/18 to 9/25/18 Application Date: 9/25/18

To (Owner):	City of Adel	From (Contractor):	Thorpe Water Development Co.	Via (Engineer):	McClure Engineering Co.
Owner's Contract Number:	NA	Contractor's Contract Number:	Adel Emergency Water Connection	Engineer's Contract Number:	20318001-00
Project:	Adel Emergency Water Connection		Contract:	ADL 20318001-00	

Application For Payment - Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1	\$ 1,875.40	
Totals: \$ 1,875.40 \$ -		
Net Change by Change Order:	\$ 1,875.40	

1. Original Contract Price.....	\$	39,415.00
2. Net change by Change Orders.....	\$	1,875.40
3. Current Contract Price (Line 1 ± 2).....	\$	41,290.40
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	34,800.00
5. Retainage		
a. 5.0% X \$ 34,800.00 Work Completed.....	\$	1,740.00
b. 5.0% X \$ - Stored Material.....	\$	-
c. Total Retainage (Line 5a + Line 5b).....	\$	1,740.00
6. Amount Eligible to Date (Line 4 - Line 5c).....	\$	33,060.00
7. Less Previous Payments (Line 6 from prior Application).....		
8. Amount Due This Application.....	\$	33,060.00
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	8,230.40

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: MD J MD Date: 10/1/18

Payment of: \$ 33,060.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: G... 10/1/2018
(Engineer) (Date)

Payment of: _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Resolution No. 18-76

A RESOLUTION APPROVING 2018 – 2019 BUDGET TRANSFERS

WHEREAS, on May 8, 2018, the City Council appointed Ahlers & Cooney, P.C. as City Attorney; and

WHEREAS, the City of Adel pays Ahlers & Cooney, P.C. a quarterly retainer for City Attorney services out of the General Fund; and

WHEREAS, the City of Adel receives a monthly statement detailing the City Attorney services provided; and

WHEREAS, City staff is recommending the amount attributable to other funds be transferred back to the General Fund upon receipt of the attached monthly statement.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADEL, IOWA the proposed transfers for the reimbursement of legal fees be approved and authorize staff to complete said transfers.

Passed and approved this 9th day of October, 2018.

James F. Peters, Mayor

Attest: _____
Brittany Sandquist, Deputy City Clerk



AHLERS COONEY
ATTORNEYS

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

September 26, 2018

CITY OF ADEL, IOWA
CITY ADMINISTRATOR
P.O. BOX 248
301 S. TENTH STREET
ADEL, IA 50003

Invoice #: 752725
Client #: 10113
Billing Attorney: KRS

INVOICE SUMMARY

RE: ADEL, IOWA; CITY OF

For professional services rendered and costs advanced through September 19, 2018:

MATTER #	MATTER DESCRIPTION	FEES	COSTS	TOTAL
1000	GENERAL CITY ATTORNEY SERVICES	1,496.00	.00	1,496.00
1001	DEVELOPMENT / ZONING MATTERS	74.80	.00	74.80
1002	MEETING ATTENDANCE AND TRAVEL	840.00	41.42	881.42
1003	MEETING AGENDA / PACKET REVIEW	187.00	.00	187.00
1005	KINNICK FELLER PARK LEASE	93.50	.00	93.50
TOTAL		2,691.30	41.42	2,732.72

TOTAL THIS INVOICE \$ 2,732.72

Trust Funds Held on Account \$ 8,818.14

Finance \$ 1,517.32
 War \$ 458.15
 Police \$ 299.20
 MUT \$ 289.85
 Zoning \$ 74.80
 Parks \$ 93.50

 \$ 2,732.72

