



JOINT COMMITTEE AGENDA
Tuesday, December 7, 2021 at 6:00 p.m.
Adel City Hall, 301 S. 10th Street, Adel, IA 50003

NEW BUSINESS

- a) Community & Economic Development Committee Items
 - a. May 19, 2021 Minutes
 - b. Certified Sites
 - c. Annexation and Incentives
 - d. TIF Development Area and Meadow Road
 - e. Incentive for Downtown Store Fronts and Apartments
 - f. Dallas County's Plans for North Side of Court Street on Square
 - g. Other Business
- b) Street Committee Items
 - a. May 5, 2021 Minutes
 - b. September 7, 2021 Minutes
 - c. Eagle Vista Drive Pavement Rehabilitation Project – Engineering Contract
 - d. Pavement Resurfacing – Survey Contract
 - e. Rapids Street Reconstruction – Survey Contract
 - f. Other Business
- c) Personnel Committee Items
 - a. March 2, 2021 Minutes
 - b. Wastewater Superintendent Job Description

OTHER BUSINESS
ADJOURNMENT

Community & Economic Development Committee
Wednesday, May 19, 2021 – Meeting Minutes

The City of Adel's Community & Economic Development Committee met in the council chambers at Adel City Hall. Ockerman called the meeting to order at 4:21 p.m. Members present: Christensen, McAdon, and Ockerman. Others present: City Administrator Brown, Code Compliance Officer Nichols, Adel Partners Chamber of Commerce President Deb Bengtson, MidAmerican Energy rep. Calvert, and Greater Dallas County Development Alliance Executive Director Lynch.

NEW BUSINESS

a) September 1, 2020 Minutes

Christensen motioned, seconded by McAdon, to approve the minutes. Motion carried unanimously.

b) Greater Dallas County Development Alliance Update and Future Plans to Promote Adel

Lynch provided an update on the Alliance's strategic planning process, determining the needs of all cities in the County, and meeting with a variety of individuals and organizations.

Ockerman asked how the City can encourage landowners to meet about annexation and development. Lynch stated that, with many farmers and landowners in good financial shape, it can be challenging for them to see a need to meet with the City. Bengtson stated that some landowners are realizing that it is in their best interest to meet with the City. Calvert suggested developing a contact list to review.

Christensen asked whether farm property will see a valuation increase when annexed. Lynch said yes, but only if utilities are present. Calvert noted that some owners will want to develop, while others are only interested in a 1031 exchange. Ockerman asked that Brown gather tax information for all relevant parcels.

Ockerman asked whether certified sites are still relevant. Lynch stated that some developers, like Amazon, will select these sites; others are only interested in relevant utility costs and environmental reviews. Calvert noted that analysis on the utilities is critical absent a full site certification.

c) Adel Partners Chamber of Commerce Update

Bengtson stated that Brad Long has listed several properties along HWY 6 and has asked for a large TIF area to incentivize projects. Ortonville may see several projects this year. The pandemic has delayed several projects. Bengtson stated that Phil Harrington has four lots available in the business park. These lots have had office space covenants, but Harrington is planning to change that due to the pandemic.

d) MidAmerican Energy Update and Programs

Calvert stated that the area by the new elementary school will be important to review for gas capacity. MidAmerican's training center could use a hotel, but a hotel would also benefit the County and the business park. Calvert is working with Bengtson and Lynch on its existing business call program in Adel.

e) Central Iowa Economic Development District Update

Brown stated that the metro is in the process of developing an economic development district through the federal government. Bengtson stated that the City will need to consider its shovel-ready and future projects, as this district could eventually route money to those efforts.

f) Annexation

The committee reviewed the annexation priority areas, including HWY 6, Old Portland Road, and Meadow Road. Ockerman stated that a larger TIF area would be necessary for major incentives instead of one or two parcels.

g) City Code

Nichols stated that he is working on some of the building code updates for later this fall. The site plan ordinance is also under review with legal. The City's subdivision code was last updated in 2017.

OTHER BUSINESS

ADJOURNMENT – 5:57 p.m.

Respectfully submitted: Anthony Brown, City Administrator



IEDA Certified Site Program

Program Guidebook
2021 - Round I



THE GEOGRAPHY OF BUSINESS™



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IEDA Certified Site Program Guidebook

2021 – Round I

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IMPORTANCE OF SITE CERTIFICATION

One of the fastest growing trends in the site location business is the demand for project-ready industrial sites. Companies continue to reduce the time allowed for making a location decision as well as the time required to start construction and complete the project. As such, the location decision process demands available sites, and those sites need to be ready for development. Companies looking to build new facilities want sites that are ready to go and relatively "risk free."

As a result, communities who are seeking to recruit projects need to be prepared to market their sites with a wealth of site-related information and data on their community. Companies are not willing to wait for a community to find an appropriate site and determine its suitability for development. Recognizing this trend, the Iowa Economic Development Authority (IEDA) initiated a Certified Site Program in 2012. To assist with this endeavor, IEDA has retained Quest Site Solutions (Quest), a site selection consulting firm. The program is designed with questionnaires and required support documentation similar to that which is required on a site selection project.

MINIMUM CRITERIA FOR CERTIFICATION

IEDA's Certified Site Program is designed to certify both industrial sites and industrial parks. An industrial site is defined as a property that is appropriate for a single industrial user and there are no impediments to development or mitigation for any known impediments can be accomplished in less than 90 days (180 days for Mega Site). Impediments to development include features such as streams, roads, and utility easements. There are four site categories included in the program based on site size and infrastructure capacity (i.e., utilities, transportation, etc.).

An industrial park is defined as property that is appropriate for multiple industrial users, meaning that the total acreage is subdividable into multiple parcels. While there may be impediments to developability within the park (streams, roads, utility easements, etc.), the park will have multiple developable, contiguous acreages identified and will have the infrastructure necessary to support multiple industrial facilities. If there are impediments in the park's developable acreage, then the impediment(s) must be able to be mitigated in less than 90 days or be mitigated prior to certification. There are two park categories included in the program based on property size and infrastructure capacity (i.e., utilities, transportation, etc.).

Note that the criteria listed in the following section are only the minimum criteria. The documentation that is required for each criterion begins on page 8 (Required Attachments).

PROGRAM CONTACTS

If there are any questions regarding the materials or the application process, please contact:

Lindsey Cannon
Quest Site Solutions
(864) 551-0349
lcannon@questsitesolutions.com

Amy Kuhlert
Iowa Economic Development Authority
(515) 348-6250
amy.kuhlert@iowaEDA.com



Property Availability

1. The site or park must be available for sale or lease (with a documented price and terms) to prospective industrial investors. If the property is available for purchase, the availability period must be a minimum of three years from the date of certification.¹ If the property is only available for lease, the lease term must be a minimum of 25 years.

Property Developability

2. The site must meet the following requirements for available acreage and minimum contiguous, developable acreage to be considered for each category. The configuration of the contiguous, developable acres must be acceptable for a single industrial user.

Category	Available Acreage	Minimum Contiguous, Developable Acreage ²
General Industrial Site	50-249	80% of available acreage
Large Site	250-499	80% of available acreage
Super Site	500-999	80% of available acreage
Mega Site	1,000+	800 contiguous, developable acre site

The park must meet the following size and developability requirements to be considered for each category. The configuration of a park must be such that there are developable parcels acceptable for multiple industrial users.

Category	Available Acreage	Developable Acreage
General Industrial Park	100+ acres with one site ≥ 20 acres	20 contiguous, developable acre site; 60% of remaining park acreage
Super Park	500+ with one site ≥ 100 acres	100 contiguous, developable acre site; 60% of remaining park acreage

3. The site or park’s developable acreage must be located outside of the 100-year flood zone or be able to be filled within 90 days (180 days for Mega Site). If the schedule for filling is longer than 90 days (180 days for Mega Site), filling must be completed prior to certification.
4. The site or park must be free of recognized environmental conditions or have recognized environmental conditions remediated and/or resolved prior to certification.

¹ If the applicant intends to pursue certification lasting for the maximum possible duration (five years), then the applicant must document that the property will be available for at least five years from the date of certification. Certifications will not be issued for a duration longer than the period of property control. For example, options with annual renewals will not be accepted.

² For example, a 250-acre site must have at least 200 contiguous, developable acres.



5. The site or park’s developable acreage must be free of wetlands or be able to be mitigated within 90 days (180 days for Mega Site). If the schedule for mitigation is longer than 90 days (180 days for Mega Site), mitigation must be completed prior to certification.
6. The site or park’s developable acreage must be free of federal threatened and endangered species or be able to be mitigated within 90 days (180 days for Mega Site). If the schedule for mitigation is longer than 90 days (180 days for Mega Site), mitigation must be completed prior to certification.
7. The site or park’s developable acreage must be free of areas of archaeological or historical significance or be able to be mitigated within 90 days (180 days for Mega Site). If the schedule for mitigation is longer than 90 days (180 days for Mega Site), mitigation must be completed prior to certification.
8. The site or park’s developable acreage must have soils compatible with industrial development.

Zoning

9. The site or park must be zoned appropriately or be able to be rezoned for industrial use within 90 days (if applicable). The surrounding properties must also be compatible with industrial uses.

Transportation

10. The site or park must be directly served or be able to be served by a road(s) that is compatible with U.S. DOT standards for tractor-trailer access (80,000 pounds and 16 feet minimum clear height). The site or park must also meet the following requirements.³

	Highway Access	Timeframe for Improvements
General Industrial Site	15 miles of an interstate or four-lane highway	Six months
Large Site	10 miles of an interstate or four-lane highway	Nine months
Super Site	5 miles of an interstate or four-lane highway	Nine months
Mega Site	5 miles of an interstate or four-lane limited-access divided highway	Twelve months
General Industrial Park	15 miles of an interstate or four-lane highway	Six months
Super Park	5 miles of an interstate or four-lane highway	Nine months

11. To market the site or park as rail-served, the site or park must be served or be able to be served within 12 months by rail. Rail is **required** for the Super Site, Mega Site, and Super Park categories.

³ Applicants that do not have a four-lane highway within their county are eligible to receive a waiver to participate in the General Industrial Site or General Industrial Park categories. Attachment 46 must still be completed (if applicable), and the site or park must be directly served or be able to be served within six months by a road that is compatible with U.S. DOT standards for tractor-trailer access.



Utilities

- 12. The site or park must be served by industrial quality power and meet the following requirements:

	Electric Excess Capacity
General Industrial Site	2.5 MW within six months
Large Site	5 MW within nine months
Super Site	10 MW within nine months
Mega Site	30 MW with redundant service ⁴
General Industrial Park	5 MW (2.5 MW within six months, second 2.5 MW within the following six months)
Super Park	15 MW (5 MW within nine months, additional 10 MW within the following nine months)

- 13. The site or park must be served or be able to be served by natural gas infrastructure and meet the following requirements:

	Natural Gas Volume (mcf per month)
General Industrial Site	10,000 within six months
Large Site	15,000 within nine months
Super Site	25,000 within nine months
Mega Site	50,000 within twelve months
General Industrial Park	15,000 (7,500 within six months, second 7,500 within the following six months)
Super Park	32,500 (16,250 within nine months, second 16,250 within the following nine months)

⁴ The first 15 MW must be able to be provided to the property within 12 months with an additional 15 MW to follow in the next 12 months. The property must also be served or be able to be served within 12 months by redundant electric service, preferably with feeds from two substations.



- 14. The site or park must be served or be able to be served by water infrastructure and a water system meeting the following minimum excess capacity requirements:

	Water Excess Capacity (gallons per day)
General Industrial Site	150,000 within six months
Large Site	300,000 within nine months
Super Site	600,000 within nine months
Mega Site	1,200,000 within twelve months
General Industrial Park	300,000 (150,000 within six months, second 150,000 within the following six months)
Super Park	900,000 (450,000 within nine months, second 450,000 within the following nine months)

- 15. The site or park must be served or be able to be served by wastewater infrastructure and a wastewater treatment plant meeting the following minimum excess capacity requirements:

	Wastewater Excess Capacity (gallons per day)
General Industrial Site	100,000 within six months
Large Site	200,000 within nine months
Super Site	400,000 within nine months
Mega Site	1,000,000 within twelve months
General Industrial Park	200,000 (100,000 within six months, second 100,000 within the following six months)
Super Park	600,000 (300,000 within nine months, second 300,000 within the following nine months)

- 16. The site or park must be served or be able to be served by telecommunications fiber within the following timeframe:

	Timeframe to Serve
General Industrial Site and General Industrial Park	Six months
Large Site, Super Site, and Super Park	Nine months
Mega Site	Twelve months



SCHEDULE

Step 1: Kick-off and Qualification

Kick-off Webinar	January 13, 2021
Deadline to Submit Qualification Application	February 3, 2021
Applicant Receives Notification to Proceed	February 24, 2021

Step 2: Site Evaluation

Deadline to Submit Step 2 Evaluation Application	April 1, 2021
Applicant Receives Feedback	Late April 2021
Site Visit	Week of May 10th or 17th, 2021
Applicant Receives Notification to Proceed	June 2021

Step 3: Site Certification

The following is the timeframe once the applicant is invited to Step 3. It is recommended that the applicant submit their certification application as soon as possible. This will allow the applicant to have multiple rounds for follow-up items as needed within the allotted time.

Deadlines are firm and extensions will not be granted unless discussed and approved prior to deadline.

	Timeframe (Maximum Length)
Certification Application	Six months from invitation to proceed letter
Quest review of Certification Application	30 days
Applicant completes follow-up items	60 days
Quest reviews follow-up items	30 days
Applicant completes follow-up #2	30 days
Quest final decision	30 days
Maximum Length of Certification Phase	12 months

CERTIFICATION EXPIRATION AND RECERTIFICATION

An expiration date for each site or park that reaches certification will be indicated in the certification letter provided to each applicant. The maximum duration of certification will be five years. The certification will never be longer than the duration of property control. (For example, if a three-year option is provided, then the certification will only be valid for three years.) The documentation submitted with the certification application must meet the acceptable timeframes.

In order for a property to remain certified upon expiration, the property will have to be recertified. All properties will have to be recertified under the program guidelines and minimum criteria in place at the time of recertification.



Step 1: Qualification

- Complete the Step 1 Qualification Application Required Attachments (Attachments 1-7). Submit the items in the order requested. The items should be saved as separate files and not submitted as one large PDF. **Please upload an electronic copy of the submission by February 3, 2021 via Sharefile: [IEDA Certified Site Program - 2021 Round I](#).**
- Quest will review the Qualification Application and notify each applicant by February 24, 2021 if they are invited to proceed with Step 2: Site Evaluation.

Step 2: Site Evaluation

- Complete the Step 2 Site Evaluation Required Attachments. Submit the items in the order requested. The items should be saved as separate files and not submitted as one large PDF. If any Step 3 items have already been completed, please also provide these items with your Step 2 application. **Please upload an electronic copy of the submission by April 1, 2021 via Sharefile (link/information provided at the end of Step 1).**
- **Submit a check for \$500 payable to IEDA** to Amy Kuhlert, IEDA, 1963 Bell Avenue, Suite 200, Des Moines, IA 50315.
- Quest will conduct a desktop evaluation of the questionnaire and the required attachments. Approximately two weeks prior to the site visit, Quest will issue a letter to the applicant requesting additional information or clarification of certain items. Additional follow-up information may be requested at the site visit as well.

Step 3: Site Certification

- The applicant will receive a letter from Quest in June 2021 indicating whether they are invited to participate in Step 3. For those applicants invited to proceed, Quest will schedule a monthly 30-minute check-in call.
- Complete the Step 3 Certification Application Required Attachments. Submit the items in the order requested. The items should be saved as separate files and not submitted as one large PDF. For any Step 1 or Step 2 items that have been updated, please also provide the new version of these documents. **Please upload an electronic copy of the submission by the deadline stated in the invitation to proceed letter via Sharefile (link/information provided during Step 2).**
- Upon receipt of the information, Quest will conduct a desktop evaluation of the application. Quest will issue a letter to the applicant requesting additional information or clarification of certain items, if needed. A deadline to complete the requested additional information will be provided in the Follow-Up Letter.
- If the applicant has completed all criteria within the allotted timeframe, Quest will deliver a letter indicating that the site is certified as ready for development. This letter will also state the certification expiration date. A report on the property will also be provided.



Please submit items in the order listed at the corresponding steps of the program. The file name for each attachment should correspond to the same numbering as listed below.⁵

Although the Required Attachments for all three steps are listed below, please note that you are proceeding at your own risk if you complete Step 2 or 3 items before being invited to each of those steps.

GUIDELINES

All maps should show a title, a scale, a directional arrow, clear boundaries of the property, and a date. Hand drawn maps are not acceptable.

All letters must be on the appropriate letterhead and include a date and a signature.

All due diligence studies must be conducted on the entire acreage that you are seeking to certify. If you have a previously conducted study that only covers a portion of the acreage that you are seeking to certify, a study on the additional acreage is required.

STEP 1 REQUIRED ATTACHMENTS

Attachment #	Step 1 Required Attachments
1	Qualification Checklist.
2	General location map.
3	Aerial Photograph with property boundaries identified.
4	Documentation that ensures that the property will be offered for a period of at least three years from the date of certification. This could be: <ul style="list-style-type: none"> • An appropriate real estate listing agreement authorizing an agent to offer the property for sale • An exclusive option to purchase • A contingency contract to purchase or lease • <i>If the property owner is also the applicant</i>, a letter from the owner (or authorized representative) indicating the intent to sell the property.
5	Map(s) illustrating the current zoning for the property and surrounding area with property boundaries identified. If there is no zoning in the jurisdiction, attach a comprehensive or long-range plan and/or map (if applicable).
6	Utility infrastructure map(s) with property boundaries identified (should show all utilities including electric, natural gas, water, wastewater, and telecommunications).
7	If any environmental due diligence studies have been conducted (Phase I ESA, geotechnical assessment, wetlands delineation, endangered species, archaeological / historical report), provide a copy of each study (executive summary or findings/conclusion are acceptable for Step 1).

⁵ For example, the file name for the general location map (#2 on this list) should read “2 – General Location Map.”



Please note that you are proceeding at your own risk if you complete Step 2 or 3 items before being invited to each of those steps.

STEP 2 REQUIRED ATTACHMENTS

Attachment #	Step 2 Required Attachments
8	Questionnaire.
9	Transportation network map (all highways, rail, and commercial service airports within 45 miles of the property).
10	USGS quadrangle map with property boundaries identified.
Property Availability	
11	Letter from the owner or controlling entity stating a price and the conditions of a sale or lease. Properties being submitted under either park category must also indicate that the property is subdividable. (Can be combined with documentation in Attachment 4 above, if applicable.)
12	Copy of any active lease agreements. If the property owner maintains lease(s) on the property (i.e. hunting, timber, farming, etc.), documentation must include a clause which allows a buyer (or long-term lessee) to take possession of the property no more than 90 days following deed transfer (or signing of a long-term lease). A reasonable buyout for potential lost revenue to the current lessee is acceptable.
13	Present deed(s) indicating the current ownership of the property.
14	County tax map, with tax parcel identification numbers shown, depicting the location and property boundaries.
Developability	
15	FEMA flood map(s) with panel number indicated and property boundaries identified.
16	National Wetlands Inventory (NWI) map with property boundaries identified.
17	A Species Report from U.S. Fish and Wildlife’s Information, Planning, and Conservation System (IPaC) using the Initial Project Scoping feature.
18	County soil survey with property boundaries identified.
Zoning	
19	Property’s current zoning description including acceptable uses (if there is zoning in the jurisdiction).



Attachment #		Step 2 Required Attachments
Zoning (continued)		
20	a	If the property needs to be rezoned for industrial use, submit a letter of willingness from authorized personnel to consider a change to property's zoning. This letter should also include an outline of the rezoning process and a timeline. The rezoning process must be able to be completed within 90 days.
	b	The zoning description, including acceptable uses, of what the property would be rezoned to for industrial use.
Transportation		
21		Map indicating the route from the property to the closest interstate.
22		Map of existing rail infrastructure with property boundaries identified. <i>(if property will be marketed as rail served)</i>
23		Rail Questionnaire . <i>(if property will be marketed as rail served)</i>
Utilities		
24		Infrastructure map(s) with property boundaries identified indicating the following: <ul style="list-style-type: none"> • Location and voltage of the electric infrastructure serving the property. • Location and size of the natural gas infrastructure serving the property. • Location and size of the water infrastructure serving the property. • Location and size of the wastewater infrastructure serving the property. • Location and type of the telecommunication infrastructure serving the property.
25		Electric Questionnaire .
26		Natural Gas Questionnaire .
27		Water Questionnaire .
28		Wastewater Questionnaire .
29		Telecommunications Questionnaire .
Other (if applicable)		
30		A copy of the existing industrial park covenants, conditions, and restrictions.
31		If any due diligence has been completed on the property, please provide a copy. This includes but is not limited to Phase I ESA, Wetlands Delineation, Threatened and Endangered Species Survey, Archaeological and Historical Investigation, or Geotechnical Assessment.
32		Provide a copy of any additional documentation that has been completed and would be helpful in the evaluation of the property. This includes but is not limited to Master Concept Plan, Property Marketing Materials, Boundary Survey, Title Search, etc.



Please note that you are proceeding at your own risk if you complete Step 2 or 3 items before being invited to each of those steps

STEP 3 REQUIRED ATTACHMENTS

Depending on the results of the due diligence studies and/or necessary utility improvements, additional follow-up may be required as outlined in the list below.

Also submit any items from Step 1 or 2 (including questionnaires) that have been updated.

Attachment #	Step 3 Required Attachments	
Property Availability		
33		IEDA Reimbursement Agreement (s) signed by applicant(s). Landowner(s) must also sign acknowledgement if different than applicant.
34		Title attorney’s opinion must be submitted that shows clear title to the property. Documentation must indicate: <ul style="list-style-type: none"> • The owner has a saleable interest in the property • Any restrictions on the use of the property (covenants or easements) • Any liens that may exist against the property. <i>Additional details and requirements are outlined in the Due Diligence Overview starting on page 16.</i>
35		Survey for the property that at a minimum shows property boundaries, easements, and rights-of-way and corresponding acreages. <i>Additional details and requirements are outlined in the Due Diligence Overview starting on page 16.</i>
Developability		
36		If existing impediments (structures, roads, etc.) are present on the developable acreage, provide a cost and schedule estimate to have the impediments removed. The property’s developable acreage must be free of existing impediments or be able to be removed within 90 days (180 days for Mega Site).
37		If there is filling in designated flood areas of the property, the applicant must provide an engineer’s certification that the filled areas are in compliance with local ordinances or other recognized standards.
38		If filling is anticipated for the property, the applicant must provide an engineer’s estimate of the cost and schedule required to fill the flood areas. Filling must be able to be completed within 90 days (180 days for Mega Site). If the schedule for filling is longer than 90 days (180 days for Mega Site), filling must be completed prior to certification.
39		Topographic survey or topographic analysis of the property indicating the two-foot contours of the property.



Attachment #		Step 3 Required Attachments
Developability (continued)		
40	a	<p>Engineer’s cost and schedule estimate of the clearing, grubbing, and grading of a building pad on the property. To complete this estimate, the applicant should assume a square or rectangular graded pad of a minimum of the following square feet:</p> <ul style="list-style-type: none"> • 250,000 square feet (General Industrial Site, General Industrial Park) • 500,000 square feet (Large Site) • 750,000 square feet (Super Site, Super Park) • 1,000,000 square feet (Mega Site)
	b	A visual indicating the location of the proposed pad on the property.
41		Phase I Environmental Site Assessment (ESA), conducted in accordance with ASTM Standard E1527-13. <i>Additional details and requirements are outlined in the Due Diligence Overview starting on page 16.</i>
42		Wetlands Delineation and approved Jurisdictional Determination letter from the U.S. Army Corps of Engineers. <i>Additional details and requirements are outlined in the Due Diligence Overview starting on page 16.</i>
43		Threatened and Endangered Species report. <i>Additional details and requirements are outlined in the Due Diligence Overview starting on page 16.</i>
44		Cultural Resources Identification Survey (CRIS) and concurrence letter from the State Historic Preservation Office (SHPO). <i>Additional details and requirements are outlined in the Due Diligence Overview starting on page 16.</i>
45		Geotechnical Investigation. <i>Additional details and requirements are outlined in the Due Diligence Overview starting on page 16.</i>
Roads		
<i>If the route does not completely allow for tractor-trailer access, the applicant must submit the following documentation:</i>		
46	a	Letter of Intent from an appropriate authority stating access will be upgraded to required standards when the property is developed. This letter should contain specific details about all road improvements necessary to allow access to the property.
	b	A plan including itemized cost and schedule estimates for making all necessary upgrades to the property access. All necessary upgrades must be able to be completed within the required timeframe.
	c	A written plan to finance all necessary upgrades to the property access.



Attachment #		Step 3 Required Attachments
Rail (if applicable)		
47	a	Potential rail layout for the property with property boundaries identified.
	b	Plan (including the route, a cost, and a schedule) for providing rail service to the property. Rail extension must be able to be completed within 12 months.
	c	If rail is not to the property boundary, proof that rights-of-way for a rail extension are under control with either a Letter of Intent from the owner(s) or an option.
Electric <i>If the infrastructure to provide the required level of service (MW) is not at the property, the applicant must submit the following documentation:</i>		
48	a	An engineer's detailed plan for extending electric infrastructure to the property. The plan must include a visual indicating the proposed extension, an itemized cost estimate, and detailed schedule. Electric infrastructure extension must be able to be completed within the required timeframe, including permitting.
	b	Proof that rights-of-way for the extension are under control with either a Letter of Intent from the owner or an option. <i>No documentation is needed if proposed extension is within a public right-of-way (i.e., state or county roads).</i>
Natural Gas <i>If the infrastructure to provide the required level of service (mcf per month) is not at the property, the applicant must submit the following documentation:</i>		
49	a	An engineer's detailed plan for extending natural gas infrastructure to the property. The plan must include a visual indicating the proposed extension, an itemized cost estimate, and detailed schedule. The extension must be able to be completed within the required timeframe, including permitting.
	b	Proof that rights-of-way for the extension are under control with either a Letter of Intent from the owner or an option. <i>No documentation is needed if proposed extension is within a public right-of-way (i.e., state or county roads).</i>
Water Infrastructure <i>If the infrastructure to provide the required level of service (gallons per day) is not at the property, the applicant must submit the following documentation:</i>		
50	a	An engineer's detailed plan for extending water infrastructure to the property. The plan must include a visual indicating the proposed extension, an itemized cost estimate, and detailed schedule. The extension must be able to be completed within the required timeframe, including permitting.
	b	Proof that rights-of-way for the extension are under control with either a Letter of Intent from the owner or an option. <i>No documentation is needed if proposed extension is within a public right-of-way (i.e., state or county roads).</i>
	c	A written plan to finance the water extension upon request for service.



Attachment #		Step 3 Required Attachments
Water System		
<i>If the <u>system</u> is not capable of providing the required level of capacity (gallons per day), the applicant must submit the following documentation:</i>		
51	a	An engineer’s detailed plan for expanding the existing water treatment system. The plan must include an itemized cost estimate and detailed schedule. The water system expansion must be able to be completed within the required timeframe, including permitting.
	b	A written plan to finance the water system upgrade upon request for service.
Wastewater Infrastructure		
<i>If the <u>infrastructure</u> to provide the required level of service (gallons per day) is not at the property, the applicant must submit the following documentation:</i>		
52	a	An engineer’s detailed plan for extending wastewater infrastructure to the property. The plan must include a visual indicating the proposed extension, an itemized cost estimate, and detailed schedule. The extension must be able to be completed within the required timeframe, including permitting.
	b	Proof that rights-of-way for the extension are under control with either a Letter of Intent from the owner or an option. <i>No documentation is needed if proposed extension is within a public right-of-way (i.e., state or county roads).</i>
	c	A written plan to finance the wastewater extension upon request for service.
Wastewater Treatment Plant		
<i>If the <u>wastewater treatment plant</u> is not capable of providing the required level of treatment capacity (gallons per day), the applicant must submit the following documentation:</i>		
53	a	An engineer’s detailed plan for expanding the existing wastewater treatment system. The plan must include an itemized cost estimate and detailed schedule. The wastewater treatment plant expansion must be able to be completed within the required timeframe, including permitting.
	b	A written plan to finance the wastewater system upgrade upon request for service.
Telecommunications		
<i>If the <u>infrastructure</u> to provide the required level of service (fiber) is not at the property, the applicant must submit the following documentation:</i>		
54	a	An engineer’s detailed plan for extending telecommunications infrastructure to the property. The plan must include a visual indicating the proposed extension, an itemized cost estimate, and detailed schedule. The extension must be able to be completed within the required timeframe, including permitting.
	b	Proof that rights-of-way for the extension are under control with either a Letter of Intent from the owner or an option. <i>No documentation is needed if proposed extension is within a public right-of-way (i.e., state or county roads).</i>



Attachment #		Step 3 Required Attachments
Other – <u>Site Categories Only</u>		
55		<p>A Site Concept Plan must be provided that shows:</p> <ul style="list-style-type: none"> • Total and developable acreage • Road access points • Location of existing and proposed utilities • Potential rail layout that coordinates with Attachment 48 (if applicable) <p>The Site Concept Plan should take into consideration and note the location and size of development limitations such as wetlands, floodplains, and permanent easements.</p>
56		<p>A complete LOIS database record for the site must be completed including all applicable site information, description, and sale pricing and/or lease price/terms.</p>
Other – <u>Park Categories Only</u>		
55		<p>A draft set of protective covenants that at a minimum address the following: building type, landscaping, parking, outdoor storage, setback specifications, and sign control.</p>
56		<p>A Master Development Plan that shows:</p> <ul style="list-style-type: none"> • Total and developable acreage • Proposed lot locations and sizes (including the total and developable acreage for each lot) • Road access points and proposed roads within the park • Location of existing and proposed utilities • Potential rail layout that coordinates with Attachment 48 (if applicable) <p>The Master Development Plan should take into consideration and note the location and size of development limitations, such as wetlands, floodplains, and permanent easements.</p>
57		<p>A complete LOIS database record for the park must be completed including all applicable site information, description, and sale pricing and/or lease price/terms.</p>



The following section provides additional detail on the due diligence required for certification. The entire property being considered for certification must be included in the documentation.

Title Attorney's Opinion (Attachment 34)

- **Title attorney's opinion** must be submitted that shows clear title to the property. Documentation must indicate:
 - The owner has a saleable interest in the property
 - Any restrictions on the use of the property (covenants or easements)
 - Any liens that may exist against the property.
- Guidelines:
 - The title search must encompass at least the prior 40-year history and include a full title attorney opinion.
 - Title attorney's opinion that has been completed in the past five years is acceptable as long as there have been no changes in ownership.
 - If an attorney's opinion is more than five years old, the interim gap must be covered.
 - Quest may require that item(s) identified within the documentation, such as outstanding liens, be resolved prior to certification.

Property Survey (Attachment 35)

- **Survey** for the property that at a minimum shows property boundaries, easements, and rights-of-way and corresponding acreages.
- Guidelines:
 - There must be no changes (sale of parcel, etc.) since the latest survey, and survey must be up to current standards (shows rights-of-way, etc.).
 - Quest recommends providing the title search to the surveyor in order to ensure all easements and legal impediments are captured in the survey.

Geotechnical (Attachment 45)

- **Geotechnical investigation.**
- Guidelines:
 - A minimum of four borings or soundings for properties less than 200 acres is required. One boring or sounding per 50 developable acres is required for properties larger than 200 acres. Borings must be to a depth of at least 25 feet.
 - The study should also indicate a specific Seismic Site Class per current International Building Code. If a geotechnical study has already been completed, an addendum or separate letter can be provided that indicates the Seismic Site Class.
 - We will accept geotechnical studies that have been completed in the past **15 years**. The time period is from the date of certification. (Example: If the property is certified in January 2022, the study must have been conducted during or after January 2007.) The geotechnical assessment must include the required number of soundings or borings to the required depths and Seismic Site Classification.



Phase I Environmental Site Assessment (Attachment 41)

- **Phase I Environmental Site Assessment (ESA)**, conducted in accordance with ASTM Standard E1527-13.
- Additional items that may be required depending on report/results:
 - If not included in the Phase I ESA, a letter from the Environmental Professional that conducted the Phase I ESA outlining any recommendations for further assessment of the property.
 - If a recognized environmental condition (REC) is identified or recommendations are for further study or remediation, then the further assessment and/or remediation must be completed to resolve the issue and documentation must be provided.
- Guidelines:
 - Phase I ESAs that have been completed in the past **five years** are acceptable. The time period is from the date of certification. (Example: If the property is certified in January 2022, the study must have been conducted during or after January 2017.)
 - It is not acceptable to simply cut out an area that contains an REC from the acreage being certified. All environmental issues must be remediated and/or resolved prior to certification.

Wetlands (Attachment 42)

- **Wetlands Delineation and approved Jurisdictional Determination letter** from the U.S. Army Corps of Engineers.
- Additional items that may be required depending on report/results:
 - If wetlands exist and will be disturbed, a plan for mitigation, including costs and a schedule. Mitigation must be able to be completed within 90 days (180 days for Mega Site). If the schedule for mitigation is longer than 90 days (180 days for Mega Site), mitigation must be completed prior to certification.
- Guidelines:
 - Wetlands Delineation should include report(s) and map(s) indicating the location of wetlands and other waters of the U.S.
 - An approved Jurisdictional Determination letter from the U.S. Army Corps of Engineers verifying the Wetlands Delineation must be obtained and must be valid/active at the time of certification.
 - If all other criteria have been met successfully, the property will be certified contingent upon receiving the approved Jurisdictional Determination letter from the U.S. Army Corps of Engineers. Proof that a request for an approved Jurisdictional Determination letter has been submitted to the Corps must be provided.



Threatened & Endangered Species (Attachment 43)

- **Threatened and Endangered Species** report.
- Additional items that may be required depending on report/results:
 - Correspondence from the U.S. Fish and Wildlife Service (USFW) should accompany the documentation that was completed. Correspondence is not required if a determination of “no effect” is found for all listed species as the USFW does not issue letters on determinations of “no effect.”
 - If any species are part of or will impact the acreage to be developed, a plan for mitigation, including costs and a schedule, must be submitted. Mitigation must be able to be completed within 90 days (180 days for Mega Site). If the schedule for mitigation is longer than 90 days (180 days for Mega Site), mitigation must be completed prior to certification.
- Guidelines:
 - The report should provide an effect determination for each federal threatened or endangered species listed in the USFW IPaC Report. The effect determinations are normally “no effect” or “may affect.” For the “may affect” species, this is further broken down into “likely to adversely affect” or “not likely to adversely affect.”
 - For any species where an effect of “may affect” is determined, then additional study should be conducted to determine the presence and location of the species on the property.
 - We will accept species studies/USFW concurrence letters (if applicable) that have been completed in the past **five years**. The time period is from the date of certification. (Example: If the property is certified in January 2022, the study must have been conducted during or after January 2017.)



Cultural Resources (Attachment 44)

- **Cultural Resources Identification Survey (CRIS) and concurrence letter** from the State Historic Preservation Office (SHPO).
- Additional items that may be required depending on report/results:
 - If any areas of concern are part of or will impact the acreage to be developed, a plan for mitigation, including costs and a schedule, must be submitted. Mitigation must be able to be completed within 90 days (180 days for Mega Site). If the schedule for mitigation is longer than 90 days (180 days for Mega Site), mitigation must be completed prior to certification.
- Guidelines:
 - CRIS and concurrence request should follow the *Memorandum of Understanding (Revised September 2018)* between IEDA and the Iowa State Historic Preservation Office. This MOU is included on the following pages.
 - SHPO completes a preliminary review of each property during Step 2 and feedback is provided to applicants. These SHPO comments should be provided to the consultant completing the CRIS.
 - We will accept SHPO concurrence letters that have been completed in the past **five years**. The time period is from the date of certification. (Example: If the property is certified in January 2022, the SHPO letter must have been issued during or after January 2017.)
 - A recorded webinar on the Site Certification Cultural Resources process that the contracted consultants should review is available at <https://youtu.be/CtgdOx60bi0>.
 - Additional tips for completing the archaeological study are included on page 24.
- Submission to SHPO:
 - One hard copy and one electronic copy (CD or jump drive) should be sent to Amy Kuhlers at IEDA who will deliver the submission to SHPO:
 - Amy Kuhlers
Iowa Economic Development Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315
 - In addition to the mailed copy, an electronic copy should be emailed to IEDA:
 - certsites@lowaEDA.com



MEMORANDUM OF UNDERSTANDING

REVISED SEPTEMBER 2018

BETWEEN THE IOWA ECONOMIC DEVELOPMENT AUTHORITY AND THE IOWA STATE HISTORIC PRESERVATION OFFICE REGARDING THE IMPLEMENTATION OF GUIDELINES FOR CULTURAL RESOURCE IDENTIFICATION SURVEYS CONDUCTED FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY SITE CERTIFICATION PROGRAM

Introduction and Intent

The purpose of the Iowa Economic Development Authority Site Certification Program is to identify and clarify issues pertaining to the potential development of a specific commercial or industrial site. To that end, the Iowa Economic Development Authority (IEDA) and the State Historic Preservation Office, Department of Cultural Affairs (SHPO) have developed guidelines for collecting information regarding cultural resources that may be affected by potential development at Certification Sites.

Definitions

Certification Site: a specifically defined geographic area consisting of a site of at least 50 acres that can support a minimum of 50,000 square feet of building space on a single level and meets the standards of the Iowa Economic Development Authority Site Certification Program as set forth in the Iowa Economic Development Authority Site Certification Program Description and Instructions.

Defined Area: the geographic area or areas within which a Certification Site may directly or indirectly cause alterations in the character, use, authenticity or interpretation of cultural resources, if any such properties exist in or near the Certification Site. The area will initially include the Certification Site for all cultural resources and a buffer of 0.25 miles surrounding the Certification Site, for above-ground resources that could be potentially impacted by development within the Certification Site. The area is influenced by the scale and nature of the intended use of a Certification Site and the final size may be made larger or smaller with appropriate justification for different kinds of uses intended at any given Certification Site.

Cultural Resources Consultant: an individual or a firm with a principal investigator or other duly authorized individual who meets the Secretary of the Interior's Professional Qualification Standards (36 CFR 61) in Archaeology, History, and/or Architectural History (as appropriate) and who will prepare a cultural resource identification survey (CRIS) for the purpose of this Memorandum of Understanding.

Cultural Resources: Buildings, structures, objects, sites, and districts and related materials associated with a culture's history or prehistory. Resources can also include less tangible attributes, such as plantings, landscapes, settlement patterns, transportation networks, and other associations important to the identity of cultural groups.

Significant Cultural Resource: includes both properties formally determined as eligible for the state inventory and those that could be certified for the same inventory in accordance with Iowa Code and/or standards set by the Secretary of the Interior as well as types of property or materials with special protection under Iowa Law. Examples provided in Iowa Code include any property listed on, the National Register of Historic Places or found to be eligible for such listing, any property designated as of historic significance to a district listed in the National Register of Historic Places or eligible for such designation by being located in an area surveyed and evaluated as eligible for the National Register of Historic Places, any property or district designated as a local landmark by a city or county ordinance, any barn constructed prior to 1937, or any human burial.

I-Sites Pro: A web-based mapping application that contains data indicating the location of known structural and archaeological cultural resources in Iowa from the OSA (Office of the State Archaeologist) and SHPO. Contact the OSA Site Records Manager for more information <http://www.uiowa.edu/~osa/focus/information/isf.htm>

Significance: Cultural resources are significant if they meet or appear to meet set criteria as eligible on the State Inventory or the National Register of Historic Places.

State Inventory: The body of information maintained by the State Historical Society of Iowa or the State Archaeologist in the form of records and documents under the title Iowa Site Inventory and Iowa Site File.

Project Coordination

The entity requesting site certification will hire a Cultural Resources Consultant who meets the Secretary of the Interior's Professional Qualification Standards (36 CFR 61) in Archaeology, History, and/or Architectural History, as appropriate, to prepare a CRIS that is minimally equivalent to a Phase I Intensive Archaeological Survey and an Intensive Historic Architectural Survey of the Certification Site, as appropriate, and at least a Reconnaissance Historic Architectural Survey, as appropriate, within the buffer of the Defined Area. The purpose of a CRIS is to provide identification of significant Cultural Resources on or near the Certification Site and within the Defined Area. In some cases, a CRIS may show that it is so unlikely that significant cultural resources are likely to be present that there is no need for additional investigation, and the Cultural Resources



Consultant who prepares the CRIS will make a recommendation consistent with this finding. In other cases, a CRIS may indicate that additional surveys focus only on particular subareas or types of resources. The SHPO is directed to advise and provide consultation regarding the eligibility of properties for listing on the National Register of Historic Places (NRHP). This MOU is developed to best meet the goals of local communities and IEDA for economic growth in the State of Iowa while taking into consideration the presence of any cultural resources for sites that may become locations of future developments or federal undertakings.

Cultural Resource Identification Survey

A CRIS will contain background historical research on the Certification Site and a summary report with recommendations of the likelihood with which the entity requesting Site Certification would encounter significant cultural resources on the site. In addition to the guidance below, all archaeological investigations shall be conducted in conformance with the *Association of Iowa Archaeologists Guidelines (2017)* and all standing structure evaluations shall conform with the Secretary of the Interior (SOI) Standards for Historical Documentation and any documentation guidelines established by the Iowa SHPO.

Background Research

Background research will include the entire site certification area. The Cultural Resources Consultant may utilize additional sources but shall utilize all of the sources listed below as part of the background research:

- I-Sites Pro database at the subscriber level maintained as the online Iowa Site File
- Historic maps of the project area including, but not limited to, historic atlases and plat maps, topographic maps, historical soil maps, Sanborn Fire Insurance maps and, as appropriate, historic aerial photographs
- Current aerial photographs
- Soil mapping, topographic and geomorphic data (USDA-NRCS and I-Sites Pro LANDMASS)
- Other historical records, including but not limited to, county and municipal records and histories, business directories, and/or newspapers

If a search of the I-Sites Pro database indicates that previously identified cultural resources are present, the Cultural Resources Consultant shall review the following additional sources of information, as appropriate:

- Archaeological site files at the Iowa Office of the State Archaeologist, The University of Iowa (OSA)
- State Inventory files at the Iowa State Historic Preservation Office, Department of Cultural Affairs (SHPO)
- Statewide survey files at OSA and SHPO

Previous Cultural Resources Surveys

In general, a Cultural Resources Consultant may use previous surveys for cultural resources and documented areas of previous disturbance to eliminate relevant portions of the area from further review. If a previous archaeological survey exists for only a portion of a Certification Site, the Cultural Resources Consultant hired to assist in this site certification will use any previous surveys to inform the CRIS finding and will conduct a CRIS for the remainder of the Certification Site. The use of previous surveys within the Certification Site will be noted in the written discussion of the CRIS and copies of previous reports completed within the Certification Site should be included with the submittal of the CRIS to the SHPO. Typically, if a Cultural Resources Consultant conducted the prior survey after 1999 or the previous fieldwork otherwise meets the criteria of identification and evaluation and is consistent with the MOU, no additional survey in the previously surveyed area should be necessary. However, if a previous survey was completed before 1999 or a copy of a qualified report is not available for SHPO review, then the Cultural Resources Consultant must complete a CRIS for the entire Certification Site. SHPO will recommend if additional fieldwork is necessary. The Cultural Resources Consultant should set out in the CRIS any previous research as part of the results of background information review as well as the findings of any required new fieldwork.

As a guide, the Cultural Resources Consultant should consider if the area contains previously surveyed above-ground properties that have been determined as not eligible for listing in the NRHP. This can be accomplished by contacting the SHPO and requesting a list of previously evaluated resources within the area of the Certification Site. The Cultural Resources Consultant need not resurvey ineligible properties as documented in the SHPO inventory within the last five years unless those resources have achieved significance since the time they were last evaluated. The Cultural Resources Consultant should take current photographs and document location of all above-ground resources and submit them with the CRIS. The Cultural Resources Consultant should include a survey or resurvey of any resources that have not been adequately previously evaluated by SHPO. Evaluations for above-ground resources should be documented on the Iowa Site Inventory Form available through the SHPO. The Cultural Resources Consultant shall include in the CRIS copies of all previous documentation such as prior Iowa Site Inventory Forms that were used to inform the findings of the CRIS and shall supplement them to meet current documentation standards, if necessary.

Certification Site Field Work

The Cultural Resources Consultant will conduct a survey of the area to identify any cultural resources that may be altered by future activity at the Certification Site. Review should be broad based but concise. Consideration for a wide range of potential uses at the Certification Site should be made. Provide photographs in the amount sufficient to convey the general character of the setting and location surrounding the Certification Site. For any



individually eligible properties, include at least two photos labeled to indicate subject and cardinal direction to orient a cold viewer. Provide a historic context of the site certification area and a description of any eligible building or structure in the area. Include an Iowa Site Inventory Form/Site Record Form with recommendation of eligibility as appropriate for any resources.

The field work will also include an assessment of the physical condition and on-site soil characteristics and geomorphology of the Certification Site and an assessment of whether there are or are likely to be any significant cultural resources in the area that would be altered by activity at the Certification Site. The Cultural Resources Consultant will use field-testing of the Certification Site consistent with the stated level of investigation where previously not surveyed to examine the likely presence or absence of potentially significant cultural resources and to identify areas that are not likely to contain significant cultural resources.

The Cultural Resources Consultant will record all archaeological sites with the Iowa Archaeological Site File using I-Sites Pro following instructions provided by OSA. If preparation of a CRIS results in revisiting a previously identified archaeological site, then the Cultural Resources Consultant will complete a supplemental site form. Documentation of previous and newly identified historic resources is required for the summary report.

All identified artifacts must be thoroughly documented in accordance with the *Association of Iowa Archaeologists Guidelines (2017)*. Any artifacts recovered through this CRIS should be returned to the owner of the property or cataloged and curated at an SOI qualified curation facility, such as the Office of the State Archaeologist (OSA). The exact location of all curated or returned artifacts must be fully documented in the CRIS along with contact information, in case further evaluation of such artifacts by interested parties in the future would be required.

Summary Report

The Cultural Resources Consultant will prepare a summary report for review by the IEDA and SHPO. Final archaeological reports resulting from field investigation and data recovery must be responsive to contemporary professional standards described in the Iowa Guidelines. The report should follow the format provided in *Association of Iowa Archaeologists Guidelines (2017)* and all other federal or state standards as appropriate such as National Park Service guidance on conducting surveys. Buildings or Structures or other above-ground resources 45 years of age or older should be reported on Iowa Site Inventory Forms. Archaeological sites are reported on the Iowa Archaeological Site Form. The IEDA and SHPO will not accept CRIS reports without the appropriate state site numbers. Reports will not reveal to the public information relating to the location or character of historic resources and archaeological sites when it has been determined that disclosure of such information may create a substantial risk for harm, theft, or destruction to such resources or to the area or place where such resources are located.

Review, Comment, and Objection

The consultation between the entity requesting site certification and the SHPO will be entered as a Technical Assistance request to the SHPO, and the SHPO will provide comments based on the sufficiency of the CRIS to meet the terms of this agreement and the recommendations made by the consultant. Once a CRIS is completed, the Cultural Resources Consultant will provide the entity requesting site certification a hard copy of the completed report and an electronic copy with supplemental data files, such as shapefiles, as applicable. The report will then be provided to IEDA and SHPO for review. SHPO will respond, in writing, to the entity requesting site certification and IEDA within forty-five (45) days from the date of receipt of the report and will:

- (1) Render an opinion as to whether the report was completed in accordance with state and federal guidelines for such a survey and meets the MOU requirements, and
- (2) Provide comments on the consultant's recommendations, including whether identified resources meet the criteria for inclusion on the NRHP. If there is sufficient information, SHPO will issue a statement that it either agrees or disagrees with the Cultural Resources Consultant's recommendations regarding the probability that the Certification Site contains significant cultural resources, and that it agrees or disagrees with the provided recommendations for future cultural resources surveys, if warranted.

SHPO may require the Cultural Resources Consultant to reissue the report if it does not meet MOU requirements. If SHPO requires the Cultural Resources Consultant to reissue the report, SHPO shall clearly articulate the way(s) in which the CRIS report does not meet the MOU requirements and the specific actions that the Cultural Resources Consultant can take in order for SHPO to find the CRIS report acceptable. In any cases in which SHPO is requiring reissuance of a report, SHPO will, at the request of IEDA, participate in a conference call with the entity requesting certification and the Cultural Resources Consultant to answer any questions about the necessary actions the Cultural Resources Consultant must take for the CRIS report to be acceptable to SHPO.

SHPO may also indicate, in writing, that it disagrees with some or all of the Cultural Resources Consultant's recommendations and provide specific objections. Any written comments by SHPO will be included as part of the site certification package.

Any necessary document revisions or subsequent reviews of further recommended survey work will be subject to the same forty-five (45) day review and comment period by SHPO. The site shall not be certified until the entity requesting site certification receives written correspondence from SHPO indicating the report was completed in



accordance with state and federal guidelines for such a survey and meets the MOU requirements. Additionally, resources that may meet the criteria for inclusion on the NHRP or areas that have a high probability to contain significant cultural resources will not be considered as developable acreage within the certification program.

Re-Certification

Site Certification is valid for five years. The entity seeking Site Certification may apply for Re-Certification five years after initial certification. As this re-certification process will occur after the five year period during which historical evaluations are considered valid, the entity seeking Site Certification will be required to submit to the SHPO for review and comment a Supplemental CRIS Report as part of the Re-Certification process in which any changes to the site since the previous CRIS was completed are documented along with any revised evaluations for resources which may have achieved significance since the CRIS was completed. In general, this Supplemental CRIS Report must be completed by an SOI qualified consultant, unless the entity seeking site certification can sufficiently convey that there have been no changes to the site and there are no resources within the area to be re-evaluated.

Limitations

Completion of a CRIS does not fulfill the requirements of Section 106 of the National Historic Preservation Act (NHPA). The IEDA will make site certification applicants aware that compliance with these or other applicable federal, state, or local laws is required for certain types of projects. Additional consultation with the appropriate agencies, State Historic Preservation Officer, Indian tribes, and other interested parties may be required if future projects on the Certification Site receive federal funding or require federal permitting.

Amendment and Modification

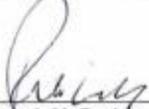
Either party to this MOU may request that it be amended or modified at any time, at which point the parties will consult with each other to consider such amendment or modification. No amendment or modification shall take effect unless and until it has been approved in writing by both parties.

Duration

This MOU will remain valid until December 31, 2022 with annual reviews (e.g., e-mail, phone calls, or meetings, as appropriate) by the IEDA and SHPO for possible modifications, termination, or extension.

The parties to this MOU agree to its terms as of the last date signed.

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

By:  Date: 9/24/18
Deborah V. Durham, Director

DEPARTMENT OF CULTURAL AFFAIRS:

By:  Date: 9-28-18
Chris Kramer, Acting Director



Helpful Tips when hiring a Consultant to conduct your Cultural Resources Identification Survey (CRIS)

- Provide the MOU to the consultant so they know the level of investigation required for Site Certification.
- Ask the consultant to provide recommendations of National Register eligibility for all cultural resources identified during the survey. If additional research is required to provide definitive recommendations of National Register eligibility, ask that they discuss this with you before completing the report. Anything within the Site Certification Area or the buffer area must be evaluated for National Register Eligibility. Anything left inconclusive will only delay the consultation with the State Historic Preservation Office (SHPO).
- A recorded webinar on the Site Certification Cultural Resources process that the contracted consultants should review is available at <https://youtu.be/CtqdOx60bi0>.

Helpful Tips to SHPO Consultation for Site Certification.

Once you have complied with the Site Certification MOU and you have had your Cultural Resources investigation completed and are ready to submit that information to the SHPO, here are some tips to ensure a successful consultation process:

Submittal to the State Historic Preservation Office should include:

- A cover letter from the entity seeking Site Certification. Within that letter you should include the following text:
 - *“Enclosed please find one hard copy and one electronic copy of this completed Phase I Cultural Resources Investigation (or reconnaissance survey, or whatever the name of the document is that was produced as a result of compliance with the MOU). (Entity Seeking Site Certification) is requesting technical assistance from your office in the form of a review of the attached report and to provide comments on whether or not the report was completed in accordance with the guidelines for archaeological investigations in Iowa (or “standard investigation guidelines” if not for archaeology), and if you agree with the recommendations made by the archaeologist (or consultant depending on the type of report). This information will assist the City of _____ to determine future uses for this parcel, and allow the City of _____ to submit documentation to the Iowa Economic Development Authority’s Site Certification Program. Please note that if a future project is proposed for this site that may use federal funding or require federal permitting, we are aware that further consultation with your office will be required in accordance with Section 106 of the National Historic Preservation Act. Thank you for taking the time to review and comment on the enclosed report, and we await your response. Should you have any questions or concerns regarding this submittal please contact (NAME) and (PHONE NUMBER) at your convenience.”*
- Reports prepared by the consultant including any Iowa Site Inventory Forms and/or Archeological Site Forms – a form should be provided for each structure or site that has been identified in the survey area.



Submittal to the State Historic Preservation Office should NOT include:

- Request for SHPO Comment Form – this is not a Section 106 consultation, therefore this form should not be used.
- Any text that states “*No Historic Properties Affected*” or “*No Adverse Effect*” either in the consultant’s report or in your cover letter. There is no formal “undertaking” at this time, so it is impossible to assume a finding in accordance with Section 106 of the National Register of Historic Places (NRHP). This technical assistance submittal should be focused on investigation and Determinations of Eligibility of any historic or cultural resources identified during investigation.

When submitting your cover letter and report to SHPO:

- One hard copy and one electronic copy (CD or jump drive) should be sent to:
 - Amy Kuhlers
Iowa Economic Development Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315
- In addition to the mailed copy, an electronic copy should be emailed to IEDA:
 - certsites@lowaEDA.com



How long does it take to complete the process?

Step 2 takes approximately four months. Step 3 can take up to twelve months to complete, but can take as few as four or five months if materials are submitted quickly and completely. Applicants who participate in Step 2 will receive notification if they are eligible to proceed Step 3 at the conclusion of Step 2. Applicants selected to move forward will then be given up to six months to complete their Step 3 Application. We encourage applicants to complete their Step 3 Application as soon as possible as we evaluate the applications as soon as we receive them. Therefore, applicants who apply early can reach certification sooner.

How long does certification last?

An expiration date for each site or park that reaches certification will be indicated in the certification letter provided to each applicant. The maximum duration of certification will be five years. If property availability documentation expires before the five years, then the certification expiration will be based on the date of property availability documentation. For example, if a three-year option is provided, then the certification will expire in three years on the option expiration date. Once the Certification Deliverable is issued, Quest Site Solutions will only update the deliverable to remove a contingency.

What do I get (deliverable) if the site is not asked to move forward with certification?

If your property is not selected to move forward Step 3, you will receive a letter that clearly states why your property is not moving forward. For example, “The water requirement for Large Site is 300,000 gallons per day of excess capacity available within nine months, but ABC Industrial Site only has 200,000 gallons per day. The ABC Industrial Site is not able to increase their capacity within nine months.” In addition, you will receive a strengths and weaknesses assessment of your property.

My property is really two sites – not a fully subdivided industrial park. Can I submit under the site category?

The site category is for single user properties, and the industrial park category is for more than one user. Therefore, you would need to submit either in the industrial park category or choose one of the two sites to submit under the site category.

Does the timeframe for infrastructure mean the infrastructure has to be in place from the date of certification or from the time a company commits?

The timeframe for infrastructure is from the time a company commits.

Are Aerial LIDAR surveys acceptable for the topo map?

Yes, aerial LIDAR surveys are acceptable.



Can septic tanks or on-site treatment facilities be used to meet the wastewater requirement?

Septic tanks are not an acceptable wastewater treatment solution. For the site categories, we will accept on-site treatment facilities as long as they are able to meet the acceptable timeframe. An on-site treatment facility is usually not acceptable for the park category. The exception would be if the entire industrial park was using a centralized on-site treatment facility, and it was being run by a central organization (not one of the tenants in the park).

Is it acceptable to cut out an area that contains a recognized environmental condition from the acreage being certified?

No, simply cutting out an area with an environmental condition from the acreage will not be acceptable. All environmental issues must be remediated and/or resolved prior to certification.

Street Committee
Tuesday, May 4, 2021 – Meeting Minutes

Due to public health concerns related to COVID-19, and as authorized by emergency proclamation of the Governor of the State of Iowa, the City of Adel's Street Committee meeting was conducted electronically, pursuant to Iowa Code Section 21.8, as holding the meeting in person was impossible or impractical. Christensen called the meeting to order at 6:01 p.m. Members present: Christensen and Selby. Miller joined at 6:04 p.m. Others present: Council Members McAdon and Ockerman, City Administrator Brown, Finance Director Sandquist, and Public Works Director Overton.

NEW BUSINESS

a) March 2, 2021 Street Committee Minutes

Selby motioned, seconded by Christensen, to approve the minutes. Miller was absent. Motion carried unanimously.

b) HWY 169 ADM / Fareway Intersection Traffic Study Update

McClure has begun its work on the traffic study for the ADM / Fareway intersection. Fareway indicated it is interested in the results. The study should be completed this summer.

c) Slow Children at Play Sign Requests

City staff has received a request to install a "Slow – Children At Play" sign in a neighborhood. The City does not have a formal policy, but some cities have policies against these non-regulatory signs.

Overton noted that City staff has installed these before, but it is difficult to determine if they work or when they should be removed. Miller stated that there are similar signs in many of the newer neighborhoods. Christensen stated that residents should not be installing their own signs and that too many signs can become ineffective. Ockerman stated that the council has approved only a few signs in the past.

The committee asked staff to determine the status of the current signs, to determine if more signs are advised, and to communicate the City's right-of-way sign code to the public. Selby noted that the Police Department can provide feedback on these signs and the general issue of speeding in neighborhoods.

OTHER BUSINESS

The committee also asked to review the Code on street trees.

ADJOURNMENT – 6:27 p.m.

Respectfully submitted: Anthony Brown, City Administrator

Street Committee

Tuesday, September 7, 2021 – Meeting Minutes

The City of Adel's Street Committee met in the council chambers at Adel City Hall. Christensen called the meeting to order at 6:00 p.m. Members present: Christensen, Miller, and Selby. Others present: Council Members McAdon and Ockerman, City Administrator Brown, Public Works Director Overton, and McClure reps. Schug and Brons.

NEW BUSINESS

a) May 5, 2021 Minutes

This item was not considered because the minutes were not ready.

b) HWY 169 ADM / Fareway Intersection Traffic Study Update

Schug stated that City staff and McClure will have a virtual meeting with the DOT this week to review the ADM / Fareway intersection and traffic study. Overton stated that the DOT met with him at the intersection recently. The DOT understands that HWY 169 has issues and wants to work with the City to solve them. However, HWY 169 does not fit into any of the DOT's normal "boxes" for action.

Overton stated that, when he observed the traffic this morning, only six cars exited the ADM parking lot onto HWY 6. This lack of crossing traffic may not warrant a stop light. Christensen noted that any work would be the first phase. Selby noted that the intersection with Meadow Road was very busy.

c) Usage of City Parking Lots

Brown stated that the City's parking lots for the library and Adel City Hall are being used more frequently this year by Casey's and Big Blue Bed & Breakfast (library) and HIRTA (City Hall). The library is working on their accreditation and a certain amount of parking spaces are required. However, with the number of cars and buses parked in the parking lots, the library may not meet this requirement. Brown stated that parking was restricted on S. 9th Street (i.e., near Casey's and Big Blue) and that HIRTA used to park in Fuller's lot (i.e., now has food trucks).

Ockerman stated that HIRTA parks in a large City of Perry lot in Perry. Christensen asked about overnight parking. Overton noted that there have been snow removal concerns in the past. Ockerman noted that the County has two large lots in town that could be used. The committee suggested getting more information from the library and then talking with these entities about their options. Miller noted that the food truck revisions may allow food trucks to operate in some public lots, but not the Public Safety Building lot.

OTHER BUSINESS

Selby asked how traffic was proceeding near the new elementary school. McAdon stated that the Penoch Street extension's length is very helpful for parents. No issues at the intersection of S. 15th and Penoch have been observed. Overton stated that McClure is preparing a signing diagram for the crosswalks. The committee discussed the need for additional sidewalks and ADA ramps south of the school.

Brown asked the committee to provide preferences for the major projects that will be considered next month. Christensen asked whether the American Rescue Plan funding will allow for fire trucks.

ADJOURNMENT – 6:37 p.m.

Respectfully submitted: Anthony Brown, City Administrator

Project No.: 211532-000
 Project Name: Adel Eagle Vista Drive Pavement Rehabilitation
 Project Manager: Scott Port, PE

Agreement for Engineering Services

This Agreement, is made on the 14th day of December, 2021, by and between *McClure Engineering Company, of Clive, Iowa*, (herein referred to as "ENGINEER") and the *City of Adel* (hereinafter referred to as "OWNER"). The ENGINEER will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Adel Eagle Vista Drive Pavement Rehabilitation

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the ENGINEER.
2. Payment to the ENGINEER shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving (7) days written notice to the OWNER, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON 'EXHIBIT A' OF THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The ENGINEER will adjust the schedule and compensation under this agreement to the extent that ENGINEER's schedule and compensation are equitably adjusted by the OWNER.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

7. The amount of the ENGINEER's compensation is . The contract type is **Lumpsum**.

	Included	Not Included
Exhibit 'A' Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B' Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C' Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D' Subconsultant(s) Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E' Owners Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F' Duties and Responsibilities of Resident Project Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'G' Project Location	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'H' Construction Cost Estimate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'I' Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OWNER: City of Adel

ENGINEER: McClure Engineering Company

By: _____

Signed: _____

Title: _____

Title: _____ Team Leader

McCLURE ENGINEERING COMPANY

CONTRACT TERMS AND CONDITIONS

ACCESS TO SITE: The **Engineer** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or **Owner's agents or consultants** to **Engineer**.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **Engineer's** work by the **Owner**, the **Engineer** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Engineer** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All sketches, tracings, plans, specifications, reports and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Owner** upon completion of the plans or termination of the services of the **Engineer**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Engineer** for the specific purpose intended will be at the **Owner's** sole risk and without liability or legal exposure to the **Engineer**.

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

OPINIONS OF PROBABLE COSTS: **Engineer's** opinions (if any) of probable construction costs 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.

BETTERMENT: If a required item or component of the **Owner's** project should be omitted from **Engineer's** construction documents, **Engineer** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the **Owner's** project.

SHOP DRAWING REVIEW: If, as part of this Agreement **Engineer** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **Engineer** shall not be responsible for any deviations from the contract documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. **Engineer** shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall **Engineer** have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. **Engineer** shall not be responsible for the acts or omissions of any contractor.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

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 the **Engineer** or its consultants.

Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Engineer** is not retained for construction observation and/or on-site resident observation 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 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.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors. Unfortunately, the information the **Engineer** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.

SUBSURFACE CONDITIONS: The **Engineer** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Engineer**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

The **Engineer** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Engineer** shall be held harmless from issues arising out of these unseen subsurface conditions.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under this Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees. The provisions of this paragraph shall survive termination of this Agreement.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Engineer** in the event the Project is permanently abandoned.

Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **Engineer** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services.

In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services satisfactorily performed prior to termination.

LIMITATION OF LIABILITY: The **Engineer's** liability shall be limited to \$50,000.00 or 150% of the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month.

ASSIGNMENT: The **Owner** and **Engineer**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer**.

ADDITIONAL TERMS:

The Engineer shall perform in a manner consistent with that degree of professional care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality.

Insurance requirements: The Engineer shall maintain the following insurance for the duration of this Agreement and for one (1) year after the date of completion of the work under this Agreement.

A. General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
B. Workers' Compensation	
Employers' Liability Each Accident	\$1,000,000
General Aggregate	\$2,000,000
C. Professional Liability	
Each Claim	\$1,000,000
Policy Aggregate	\$2,000,000

The Engineer shall provide the Owner with a Certificate of Insurance listing the Owner as additional insured for the above-referenced insurance.

The Engineer shall provide a waiver of subrogation in favor of the Owner under the Workers' Compensation coverage.

(Effective 01/01/19)
(Supersedes 10/01/11)



EXHIBIT 'B'
 McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2021*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$270 - \$295
Project Manager	\$180 - \$220
Senior Professional	\$180 - \$275
Professional	\$150 - \$180
Junior Professional	\$120 - \$150
Senior Technician	\$130 - \$170
Technician	\$110 - \$130
Landscape Architect.....	\$120 - \$150
Field Crew Personnel.....	\$90 - \$120
On-Site Representative	\$110 - \$150
Client/Project Liason.....	\$130 - \$180
Administrative	\$60 - \$80

EQUIPMENT

3D Scanner per Scan.....	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.).....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years



Exhibit C
Detailed Scope of Work
Eagle Vista Drive Pavement Rehabilitation

I) PROJECT DESCRIPTION

- A) This scope of services is for the design, bidding, and construction phases for the pavement replacement along Eagle Vista Drive. The PROJECT includes approximately forty-four (44) full-depth panel patches of PCC pavement along Eagle Vista Drive that were identified by City Staff.

II) BASIC SERVICES

- A) Phase 500 – Preliminary and Final Design and Plans
- 1) Task 501– Preliminary and Final Design and Plans
 - (a) The ENGINEER will prepare construction documents for the above-described improvements. These documents include construction drawings, form of contract, and technical specifications. SUDAS Standard Specifications shall be referenced for construction.
 - (b) The ENGINEER will provide internal quality control review of the PROJECT.
 - (c) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The ENGINEER will prepare one (1) Final Opinion of Probable Construction Costs for the PROJECT.
- B) Phase 506 – Bidding Phase Services
- (a) The ENGINEER will provide bid phase services, including advertising on Quest CDN, bid letting, bid tabulation, making a recommendation to the City Council regarding award, and assist the OWNER in making the award of contract, including preparation of necessary contract documents.
 - (b) The ENGINEER shall provide three (3) copies of the construction drawings for review by City staff. The ENGINEER shall supply the necessary documents to bidders for letting purposes.
- C) Phase 850 – Project Management and Coordination
- 1) Task 851 – Project Management and Coordination
 - (a) The ENGINEER will perform a pre-design walkthrough with the OWNER to mark out and confirm patching locations.
 - (b) The ENGINEER will attend one (1) design review meeting with City Staff.
 - (c) The ENGINEER will provide monthly progress reporting and project invoices to the OWNER. Task also includes scheduling of staff, review of progress, and review of deliverables.

III) CONSTRUCTION PHASE SERVICES

- A) Phase 600 – Construction Administration
- 1) Task 601 – Construction Administration
 - (a) Pre-construction Meeting - The ENGINEER shall conduct a pre-construction meeting after award of construction contract for the OWNER’s contractor, subcontractors, and other interested parties. This item includes developing the agenda and distributing meeting minutes.
 - (b) Shop Drawing Submittal Reviews - The ENGINEER shall review shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with design concept of the PROJECT and conformance with information given in the contract documents. The ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The ENGINEER shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.
 - (c) Periodic Site Observations - The ENGINEER shall make periodic visits to the construction site at

intervals appropriate to the stage of construction (estimated to be one (1) site visit per week for two (2) weeks of construction), or as otherwise agreed to in writing by the OWNER and the ENGINEER in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the ENGINEER, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The ENGINEER shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

During the Construction Services Phase, based on the general observation described in the paragraph above, the ENGINEER shall keep the OWNER informed about the progress of the Work. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

- (d) Pay Requests and Change Order Preparations - The ENGINEER shall prepare contractor pay requests and issue necessary interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders as required for approval of the OWNER.

2) Task 603 – Testing Coordination

- (a) The ENGINEER will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory retained by the Contractor. The ENGINEER's review of such testing and certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such observations, tests, or approvals comply with the requirements of the Contract Documents. The ENGINEER shall be entitled to rely on the results of such tests.

B) Phase 650 – Resident Project Representative

1) Task 651 – Resident Project Representative (RPR)

- (a) RPR duties for the project as outlined in Exhibit 'F', including conducting a pre-construction conference with the contractor and OWNER, reviewing and processing applications for partial payment, reviewing shop drawings, and preparing change orders for approval by the OWNER.
- (b) The ENGINEER will provide a RPR to perform construction observation services for the OWNER and at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observation will be performed part-time, approximately ten (10) hours per week for two (2) weeks of construction, unless otherwise noted herein.
- (c) If RPR or Project Engineer observes, or has reason to believe, the Contractor's construction methods or materials used does not meet the contract documents, the Project Engineer will immediately notify the OWNER to determine the appropriate corrective measure(s) to be taken. This may include the OWNER directing the Contractor to stop work until the appropriate corrective

measure(s) is determined.

C) Phase 800 – Project Closeout

1) Task 801 - Final Inspections and Project Close-Out

(a) The ENGINEER shall perform a site observation to determine if the project is substantially complete according to the plans and specifications, prepare a punch list and make recommendation on final payment upon completion of punch list items.

(b) All patching locations are small enough where staking is not required.

(c) If the Contractor exceeds the estimated working days in completing construction of the project, or if change orders or project additions require additional working days, the ENGINEER will be compensated for administration, construction observation and staking services based on established hourly rates and fixed expenses outlined in the ENGINEER's Standard Fee Schedule.

(d) It is understood that the OWNER will accept any portion of the project only after recommendation by the ENGINEER. Final acceptance of the project by the OWNER shall not be deemed to release the Contractor from responsibility for ensuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the ENGINEER for his liability of design.

IV) FEES:

The fees for Engineering Services shall be described below:

A) Basic Services:

1) Preliminary and Final Design and Plans	\$
2) Bidding Phase Services	\$
3) Project Management and Coordination	\$
<hr/>	
Lump Sum Fee for Basic Services:	\$

B) Construction Phase Services:

1) Construction Administration	\$
2) Resident Project Representative	\$
3) Project Close-Out	\$
<hr/>	
Lump Sum Fee for Construction Services:	\$

C) TOTAL FEE (LUMP SUM) \$

V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the ENGINEER upon written amendment to this agreement.

- A) Subsurface Utility Investigation Test Holes.
- B) Joint Utility Trench Design.
- C) Septic system reconstruction plans.
- D) Construction Staking
- E) Street lighting design.
- F) Irrigation (lawn sprinkler) restoration plans or specifications.
- G) Media correspondences and public outreach planning documents.
- H) Boundary retracement of existing lots to set missing monuments.
- I) Preparation of Acquisition Plats and Legal Descriptions.

- J) Right-of-Way and Easement staking.
- K) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- L) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- M) Grant Administration.
- N) Preparation of bidding or contract documents for alternate bid prices.
- O) Right-of-Way Services, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services.
- P) Record drawings.
- Q) Material testing services.
- R) Other permits not indicated within this scope.
- S) Any permit and publication fees associated with permit applications.
- T) Project management and coordination tasks beyond that scheduled project completion period.
- U) Special meetings and meetings not outlined in the Scope of Services.
- V) Other services not specifically outlined in this Agreement.

Exhibit D: Subconsultant(s) Agreement

No subconsultants will be used on this project.

Exhibit E: OWNER's Responsibilities

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide 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 expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. 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.
9. Arrange for financing and pay for services as agreed to in this Agreement.

Exhibit F: A Listing of The Duties, Responsibilities and Limitations of Authority of The Resident Project Representative

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist **OWNER** in observing performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the Work; but, the furnishing of such services will not make **ENGINEER** responsible for or give **ENGINEER** control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of **ENGINEER** in **ENGINEER**'S agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is **OWNER**'S agent at the site, will act as directed by and under the direction of **OWNER**, and will confer with **OWNER** regarding RPR's actions. RPR's dealings in matters pertaining to the on- site work shall in general be with **OWNER** and **CONTRACTOR** keeping **OWNER** advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of **CONTRACTOR**.

B. Duties and Responsibilities of RPR

1. *Conferences and Meetings:* Attend meetings with **CONTRACTOR**, such as pre- construction conferences, progress meetings, job conferences and other project- related meetings.
2. *Liaison:*
 - a. Serve as **OWNER**'S liaison with **CONTRACTOR**, working principally through **CONTRACTOR**'s superintendent and assist in understanding the intent of the Contract Documents; and assist **OWNER** in serving as **OWNER**'S liaison with **CONTRACTOR** when **CONTRACTOR**'s operations affect **OWNER**'S on-site operations.
 - b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Receive samples that are furnished at the site by **CONTRACTOR** and notify **OWNER** of availability of samples for examination.
 - b. Advise **OWNER** and **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by **OWNER**.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist **OWNER** in determining if the work is in general proceeding in accordance with the Contract Documents.
 - b. Report to **OWNER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **OWNER** of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that **CONTRACTOR** maintains adequate records thereof; and observe, record and report to **OWNER** appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over

- the Project, record the results of these inspections and report to **OWNER**.
6. *Interpretation of Contract Documents:* Report to **OWNER** when clarifications and interpretations of the Contract Documents are needed and transmit to **OWNER** clarifications and interpretations as issued by **OWNER**.
 7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to **OWNER**. Transmit to CONTRACTOR decisions as issued by **OWNER**.
 8. *Records:*
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. **OWNER'S** clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to **OWNER**.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
 9. *Reports:*
 - a. Furnish **OWNER** 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. Consult with **OWNER** in advance of schedule major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to **ENGINEER** Change Orders, Work Directive Changes and Field Orders.
 - d. Report immediately to **OWNER** upon occurrence of any accident.
 10. *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.
 11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to **OWNER** for review and forwarding to **OWNER** prior to final payment for the Work.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **OWNER**.
2. Shall not exceed limitations of **OWNER'S** authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and

- programs in connection with the Work.
6. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
 7. Shall not authorize **OWNER** to occupy the Project in whole or in part.
 8. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by **OWNER**.



ENGINEER
 SEP
 CHECKED BY
 JS

DRAWN BY
 SBS

ADEL, IOWA
 MEC JOB #
 NOVEMBER, 18, 2021

REVISING
 1
 2


McCLURE™
 making lives better.

1360 NW 121ST Street
 Clive, Iowa 50325
 515-964-1229
 fax 515-964-2370

EAGLE VISTA DRIVE
 ADEL, IOWA

EXHIBIT G
 PROJECT LOCATION

SHEET NO.
 A.1

Owner: City of Adel, Iowa
 Proj. No.: 211532
 Location: Adel, Iowa



Exhibit H - Eagle Vista Drive Pavement Rehabilitation Cost Estimate

Item No.	Item	Unit	Unit Price	Quantity	Extended Price
	DIVISION 1 - GENERAL PROVISIONS AND COVENANTS				
	NOT USED				
	DIVISION 2 - EARTHWORK				
2.1	BELOW GRADE EXCAVATION (CORE OUT)	CY	\$ 50.00	100	\$ 5,000.00
2.2	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	\$ 10.00	600	\$ 6,000.00
2.3	SPECIAL BACKFILL	TONS	\$ 50.00	10	\$ 500.00
	DIVISION 3 - TRENCH EXCAVATION AND BACKFILL				
	NOT USED				
	DIVISION 4 - SEWERS AND DRAINS				
	NOT USED				
	DIVISION 5 - WATER MAINS AND APPURTENANCES				
	NOT USED				
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS				
6.1	MANHOLE ADJUSTMENT, MINOR	EA	\$ 1,200.00	5	\$ 6,000.00
	DIVISION 7 - STREETS AND RELATED WORK				
7.1	PCC FULL DEPTH REPAIR PATCH	LF	\$ 90.00	1100	\$ 99,000.00
	DIVISION 8 - TRAFFIC CONTROL				
8.1	TEMPORARY TRAFFIC CONTROL	LS	\$ 15,000.00	0.1	\$ 1,500.00
	DIVISION 9 - SITE WORK AND LANDSCAPING				
9.1	SOD	AC	\$ 5,500.00	0.25	\$ 1,375.00
	DIVISION 10 - DEMOLITION				
10.1	NOT USED				
	DIVISION 11 - MISCELLANEOUS				
11.1	MOBILIZATION	LS	\$ 5,000.00	1	\$ 5,000.00

Construction Sub-Total = \$	124,375.00
Contingency (20%) = \$	24,900.00
Total Construction Costs = \$	149,275.00

Exhibit I: Regulatory Requirements

No regulatory requirements will be used on this project.

Project No.: 211444-000
 Project Name: Adel 2022 Pavement Resurfacing - Survey
 Project Manager: Scott Port, PE

Agreement for Engineering Services

This Agreement, is made on the 14th day of December, 2021, by and between *McClure Engineering Company, of Clive, Iowa*, (herein referred to as "ENGINEER") and the *City of Adel* (hereinafter referred to as "OWNER"). The ENGINEER will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Adel 2022 Pavement Resurfacing

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the ENGINEER.
2. Payment to the ENGINEER shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving (7) days written notice to the OWNER, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON 'EXHIBIT A' OF THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The ENGINEER will adjust the schedule and compensation under this agreement to the extent that ENGINEER's schedule and compensation are equitably adjusted by the OWNER.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

7. The amount of the ENGINEER's compensation is **\$35,300.00**. The contract type is **Lumpsum**.

	Included	Not Included
Exhibit 'A' Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B' Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C' Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D' Subconsultant(s) Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E' Owners Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F' Duties and Responsibilities of Resident Project Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'G' Project Location	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'H' Construction Cost Estimate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'I' Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OWNER: City of Adel

ENGINEER: McClure Engineering Company

By: _____

Signed: _____

Title: _____

Title: _____ Team Leader

McCLURE ENGINEERING COMPANY

CONTRACT TERMS AND CONDITIONS

ACCESS TO SITE: The **Engineer** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or **Owner's agents or consultants** to **Engineer**.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **Engineer's** work by the **Owner**, the **Engineer** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Engineer** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All sketches, tracings, plans, specifications, reports and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Owner** upon completion of the plans or termination of the services of the **Engineer**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Engineer** for the specific purpose intended will be at the **Owner's** sole risk and without liability or legal exposure to the **Engineer**.

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

OPINIONS OF PROBABLE COSTS: **Engineer's** opinions (if any) of probable construction costs 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.

BETTERMENT: If a required item or component of the **Owner's** project should be omitted from **Engineer's** construction documents, **Engineer** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the **Owner's** project.

SHOP DRAWING REVIEW: If, as part of this Agreement **Engineer** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **Engineer** shall not be responsible for any deviations from the contract documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. **Engineer** shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall **Engineer** have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. **Engineer** shall not be responsible for the acts or omissions of any contractor.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

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 the **Engineer** or its consultants.

Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Engineer** is not retained for construction observation and/or on-site resident observation 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 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.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors. Unfortunately, the information the **Engineer** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.

SUBSURFACE CONDITIONS: The **Engineer** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Engineer**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

The **Engineer** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Engineer** shall be held harmless from issues arising out of these unseen subsurface conditions.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under this Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees. The provisions of this paragraph shall survive termination of this Agreement.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Engineer** in the event the Project is permanently abandoned.

Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **Engineer** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services.

In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services satisfactorily performed prior to termination.

LIMITATION OF LIABILITY: The **Engineer's** liability shall be limited to \$50,000.00 or 150% of the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month.

ASSIGNMENT: The **Owner** and **Engineer**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer**.

ADDITIONAL TERMS:

The Engineer shall perform in a manner consistent with that degree of professional care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality.

Insurance requirements: The Engineer shall maintain the following insurance for the duration of this Agreement and for one (1) year after the date of completion of the work under this Agreement.

A. General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

B. Workers' Compensation	
Employers' Liability Each Accident	\$1,000,000
General Aggregate	\$2,000,000

C. Professional Liability	
Each Claim	\$1,000,000
Policy Aggregate	\$2,000,000

The Engineer shall provide the Owner with a Certificate of Insurance listing the Owner as additional insured for the above-referenced insurance.

The Engineer shall provide a waiver of subrogation in favor of the Owner under the Workers' Compensation coverage.

(Effective 01/01/19)
(Supersedes 10/01/11)



EXHIBIT 'B'
 McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2021*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$270 - \$295
Project Manager	\$180 - \$220
Senior Professional	\$180 - \$275
Professional	\$150 - \$180
Junior Professional	\$120 - \$150
Senior Technician	\$130 - \$170
Technician	\$110 - \$130
Landscape Architect.....	\$120 - \$150
Field Crew Personnel.....	\$90 - \$120
On-Site Representative	\$110 - \$150
Client/Project Liason.....	\$130 - \$180
Administrative	\$60 - \$80

EQUIPMENT

3D Scanner per Scan.....	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.).....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years



Exhibit C
Detailed Scope of Work
Adel 2022 Pavement Resurfacing – Survey

I) PROJECT DESCRIPTION

- A) This scope of services is for the topographic survey of the blue outlined areas as outlined in Exhibit ‘G’ of this agreement. The survey will be developed into a base map that will be used for project design, bidding, and construction.

II) BASIC SERVICES

- A) Phase 100 – Preliminary Planning and Reports

1) Not Included.

- B) Phase 200 – Existing Conditions

- 1) Task 202 – Data Gathering / Inventory

(a) The ENGINEER will perform one (1) pre-design walkthrough of the project corridor with the OWNER and mark out locations for curb replacement, full-depth patching locations, construction limits, etc. Due size of project and locations, it is estimated that the walkthrough will utilize 12 hours of time for one person.

(b) The ENGINEER will record improvement locations and develop CAD drawings of the marked locations.

- C) Phase 300 – Funding

1) Not Included.

- D) Phase 400 – Preliminary Design

1) Not Included. To be completed via Amendment or Separate Agreement.

- E) Phase 500 – Final Design and Plans

1) Not Included. To be completed via Amendment or Separate Agreement.

- F) Phase 590 – Land Acquisition

1) Not Included.

- G) Phase 600 – Construction Administration

1) Not Included. To be completed via Amendment or Separate Agreement.

- H) Phase 650 – Onsite Project Representative

1) Not Included. To be completed via Amendment or Separate Agreement.

- I) Phase 700 – Survey Services

- 1) Task 730 – Topographic Survey

(a) Project Control

(i) Horizontal Control – Iowa State Plane (NAD 83 / Iowa South)

(ii) Vertical Control – NAVD 88

(iii) U.S. Survey Feet

(iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of the proposed PROJECT.

(b) The ENGINEER will provide topographic survey required for developing the design and plans for ADA compliant sidewalks, sidewalk ramps, intersections, and alley way connections. Please refer

to the survey schematic in Exhibit 'G' of this Agreement as the blue outlined areas in this exhibit are the survey boundaries.

(c) Topographic survey is defined as providing contours at 1-foot intervals and includes surveying edge of pavement, edge of building (and adjacent grade), ditches (top, toe, and flowline), fences, storm and sanitary sewer structures (rim elevation, flowlines, pipe sizes, and pipe types), embankments (top and toe), trees six (6) inches and greater caliper not lying within wooded area, drip line or perimeter outline of wooded/brush areas, signs, water valves, hydrants, etc., and other visible features the ENGINEER determines to meeting project objectives. Non-visible below grade structures will be shown from data provided by the OWNER and utility providers.

(d) Project Base Map

(i) The ENGINEER will incorporate topographic survey located within the project limits into a based map that is to be used for the design of the PROJECT. Contours shall be shown at 1-foot intervals.

J) Phase 800 – Project Closeout

1) Not Included. To be completed via Amendment or Separate Agreement.

K) Phase 850 - Project Management and Coordination

1) Not Included. To be completed via Amendment or Separate Agreement.

L) Phase 900 Additional Services

1) Not Included.

III) ADDITIONAL SERVICES

A) If requested, to be completed via an Amendment to this Agreement or via a separate Agreement.

IV) FEES:

The fees for Engineering Services shall be described below:

A) Basic Services:

1) Phase 100 – Preliminary Planning and Reports	\$ 0.00
2) Phase 200 – Existing Conditions	\$ 8,700.00
3) Phase 300 – Funding	\$ 0.00
4) Phase 400 – Preliminary Design and Plans	\$ 0.00
5) Phase 500 – Final Design and Plans	\$ 0.00
6) Phase 590 – Land Acquisition	\$ 0.00
7) Phase 600 – Construction Administration	\$ 0.00
8) Phase 650 – Onsite Project Representative	\$ 0.00
9) Phase 700 – Survey Services	\$ 26,600.00
10) Phase 800 – Project Closeout	\$ 0.00
11) Phase 850 – Project Management and Coordination	\$ 0.00
12) Phase 900 – Additional Services	\$ 0.00

Lump Sum Fee for Basic Services: \$ 35,300.00

V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the ENGINEER upon written amendment to this agreement.

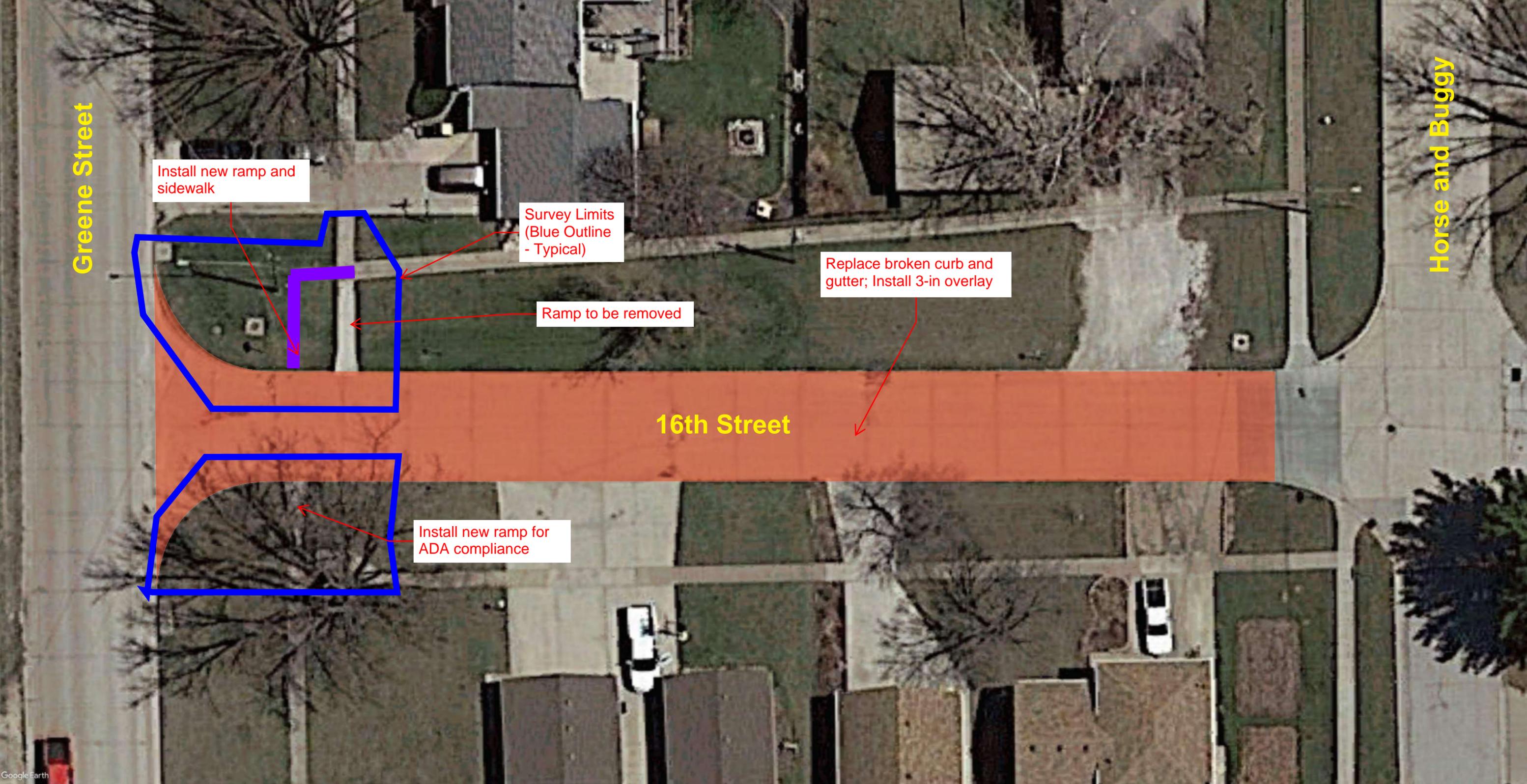
A) Preliminary and/or Final Design

- B) Bidding Services
- C) Iowa One Call Utility Locates and Survey.
- D) Subsurface Utility Investigation Test Holes.
- E) Joint Utility Trench Design.
- F) Septic system reconstruction plans.
- G) Construction Staking, RPR, and Construction Administration Services.
- H) Environmental and/or Cultural Review and Assessment.
- I) Street lighting design.
- J) Irrigation (lawn sprinkler) restoration plans or specifications.
- K) Media correspondences and public outreach planning documents.
- L) Boundary retracement of existing lots to set missing monuments.
- M) Preparation of Acquisition Plats and Legal Descriptions.
- N) Right-of-Way and Easement staking.
- O) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- P) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- Q) Grant Administration.
- R) Preparation of bidding or contract documents for alternate bid prices.
- S) Right-of-Way Services, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services.
- T) Record drawings.
- U) Material testing services.
- V) Other permits not indicated within this scope.
- W) Any permit and publication fees associated with permit applications.
- X) Project management and coordination tasks beyond that scheduled project completion period.
- Y) Special meetings and meetings not outlined in the Scope of Services.
- Z) Other services not specifically outlined in this Agreement.

Exhibit E: OWNER's Responsibilities

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide 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 expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. 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.
9. Arrange for financing and pay for services as agreed to in this Agreement.



Install new ramp and sidewalk

Survey Limits (Blue Outline - Typical)

Ramp to be removed

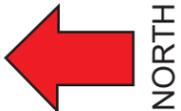
Replace broken curb and gutter; Install 3-in overlay

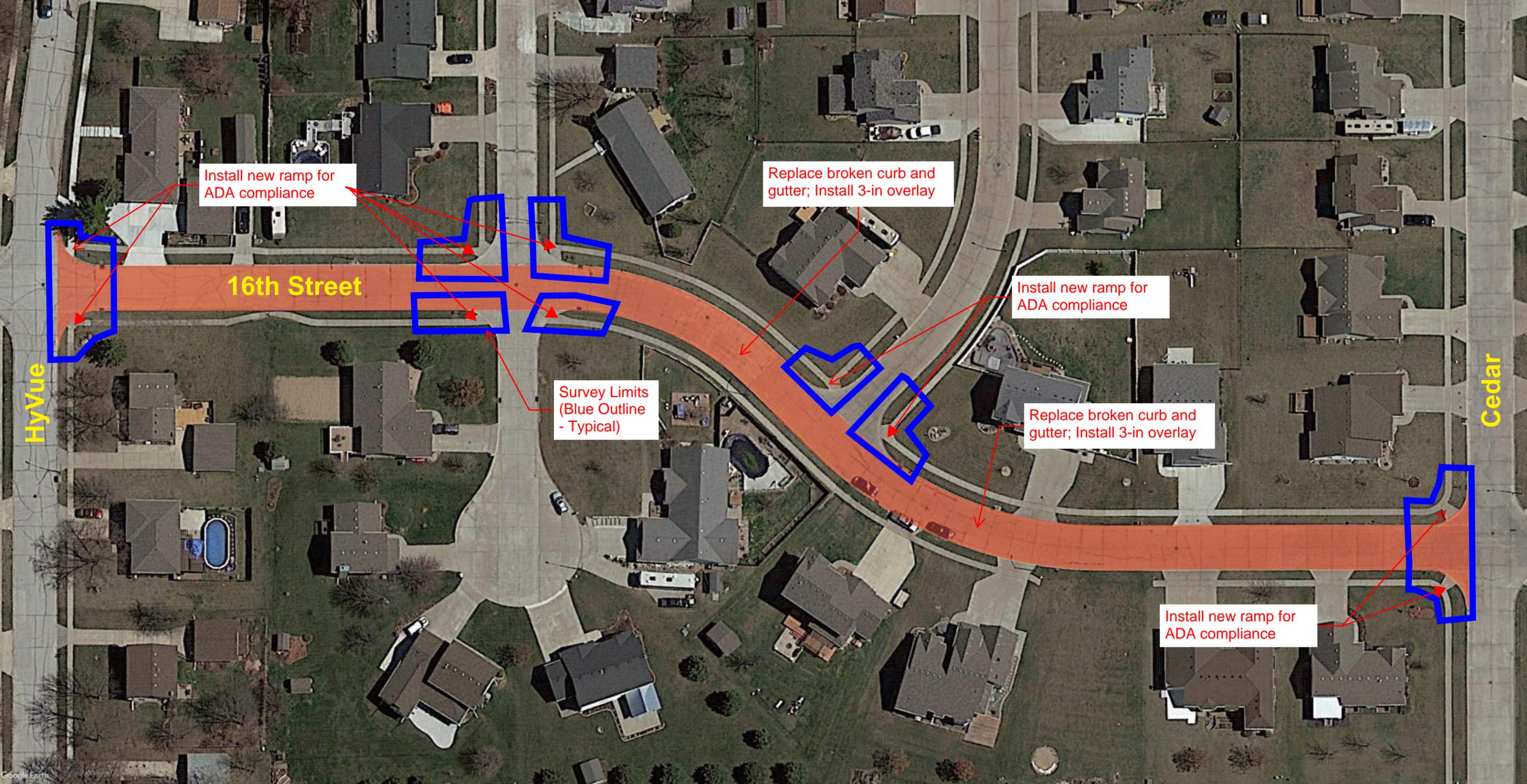
16th Street

Install new ramp for ADA compliance

16th Street - Green Street to Horse and Buggy

■ Overlay





Install new ramp for ADA compliance

Replace broken curb and gutter; Install 3-in overlay

16th Street

HyVue

Cedar

Survey Limits (Blue Outline - Typical)

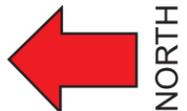
Install new ramp for ADA compliance

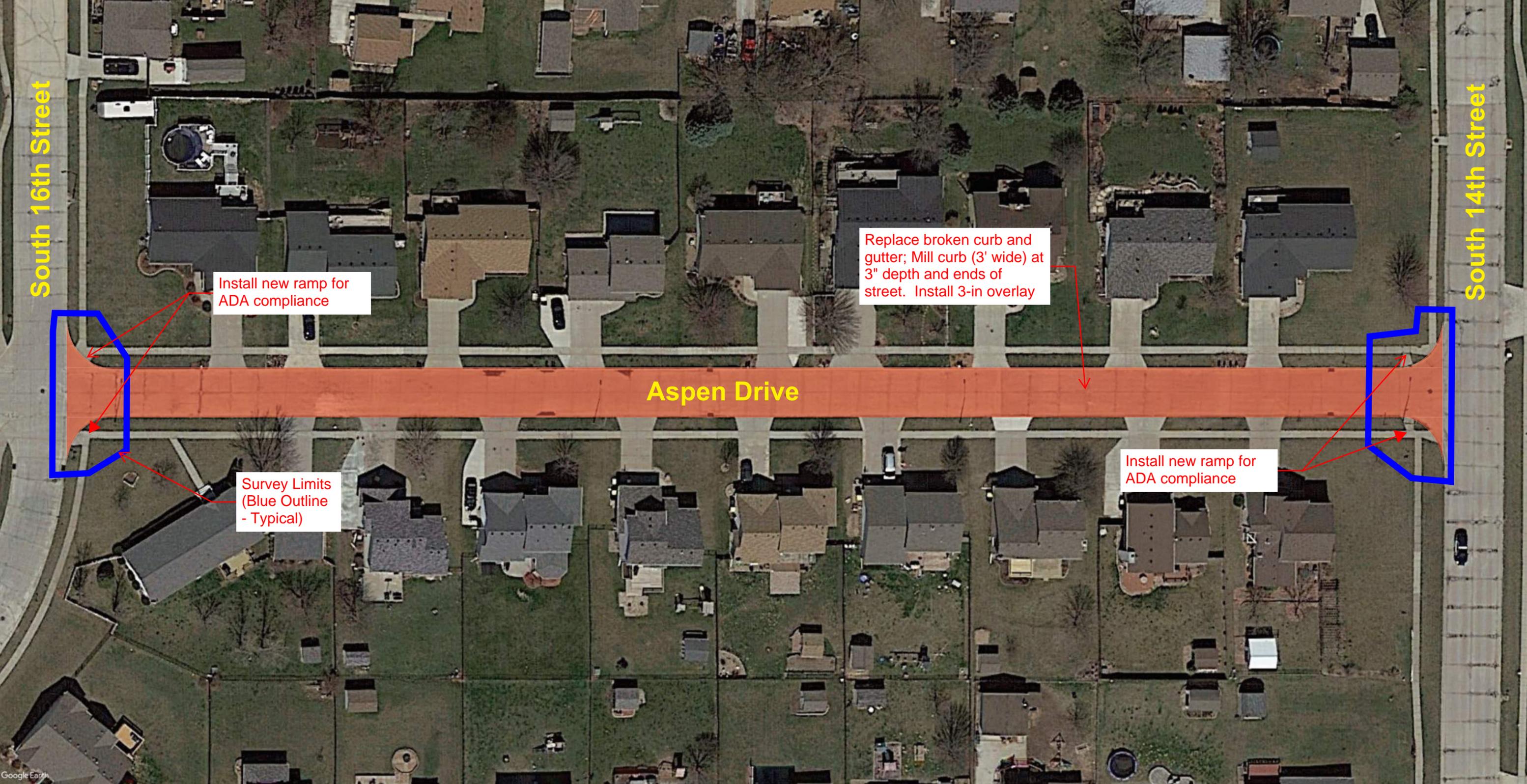
Replace broken curb and gutter; Install 3-in overlay

Install new ramp for ADA compliance

16th Street - HyVue to Cedar

■ Overlay





Install new ramp for ADA compliance

Replace broken curb and gutter; Mill curb (3' wide) at 3" depth and ends of street. Install 3-in overlay

Survey Limits (Blue Outline - Typical)

Install new ramp for ADA compliance

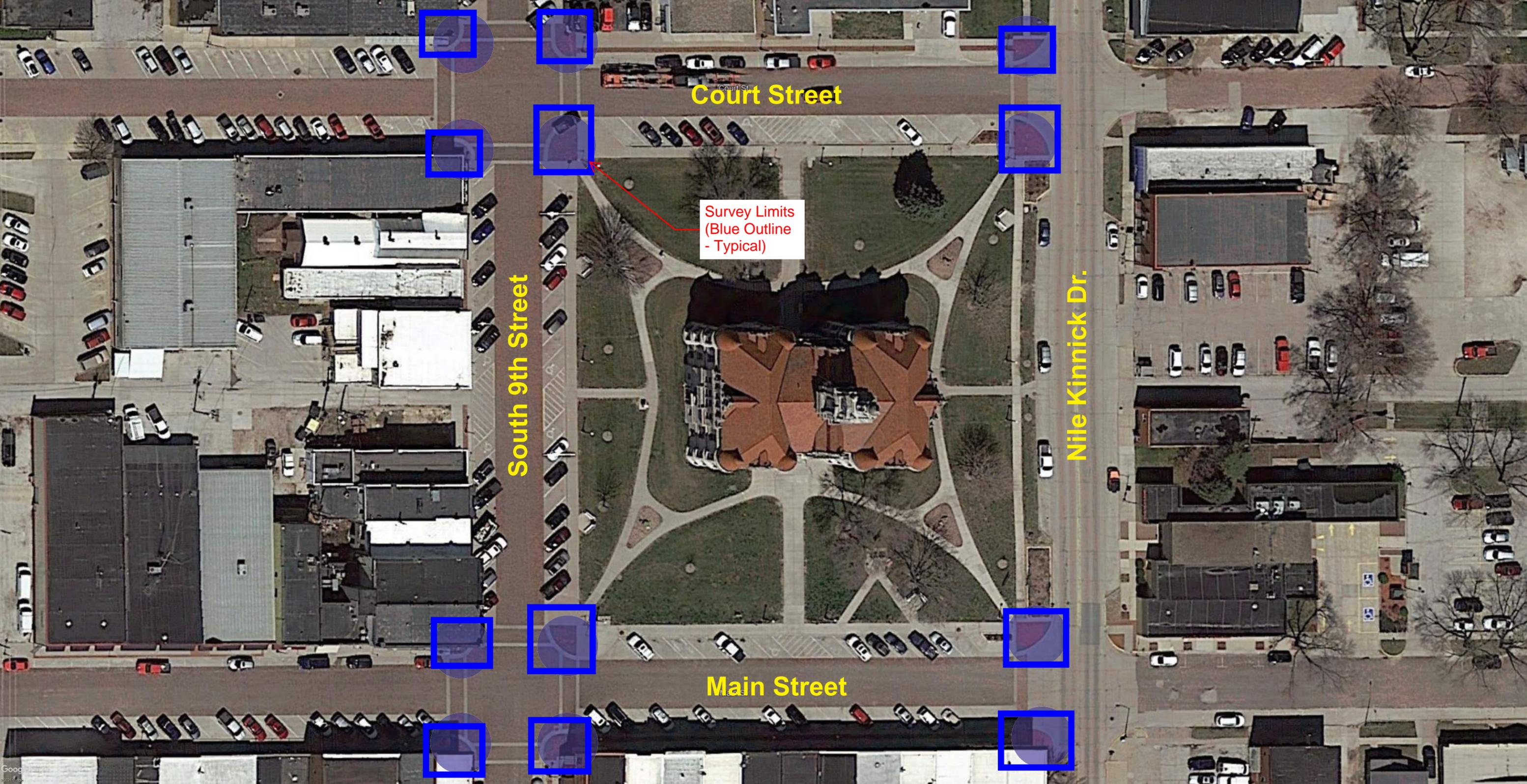
Aspen Drive

Aspen Drive - 16th Street to 14th Street

■ Overlay



NORTH



Court Street

South 9th Street

Nile Kinnick Dr.

Main Street

Survey Limits
(Blue Outline
- Typical)

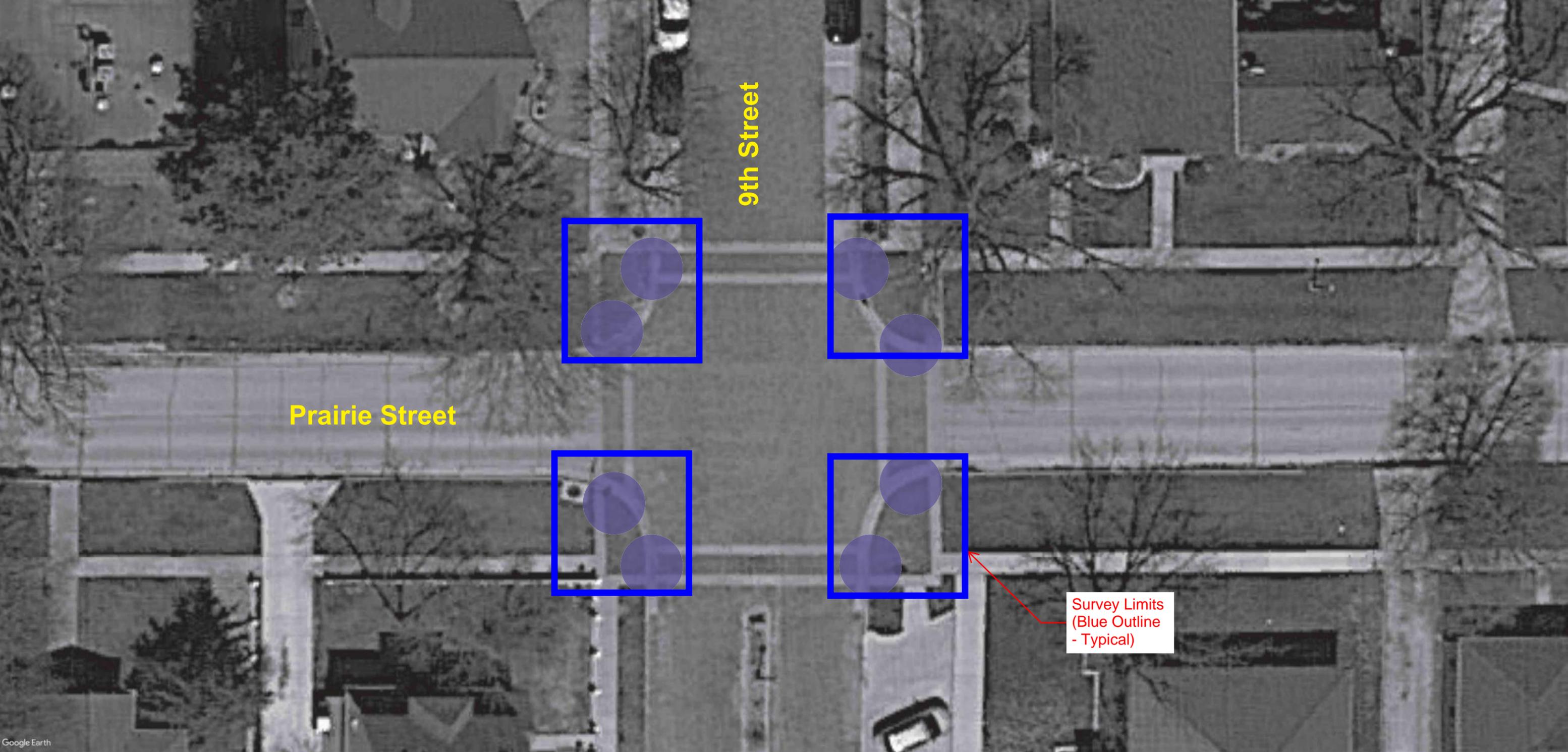
Downtown Square

 ADA Ramp Improvements

Project includes removal of brick in landing areas, install PCC sidewalk pavement with cast iron detectable warnings, and reinstall removed brick.



NORTH



Google Earth

9th Street and Prairie

 ADA Ramp Improvements



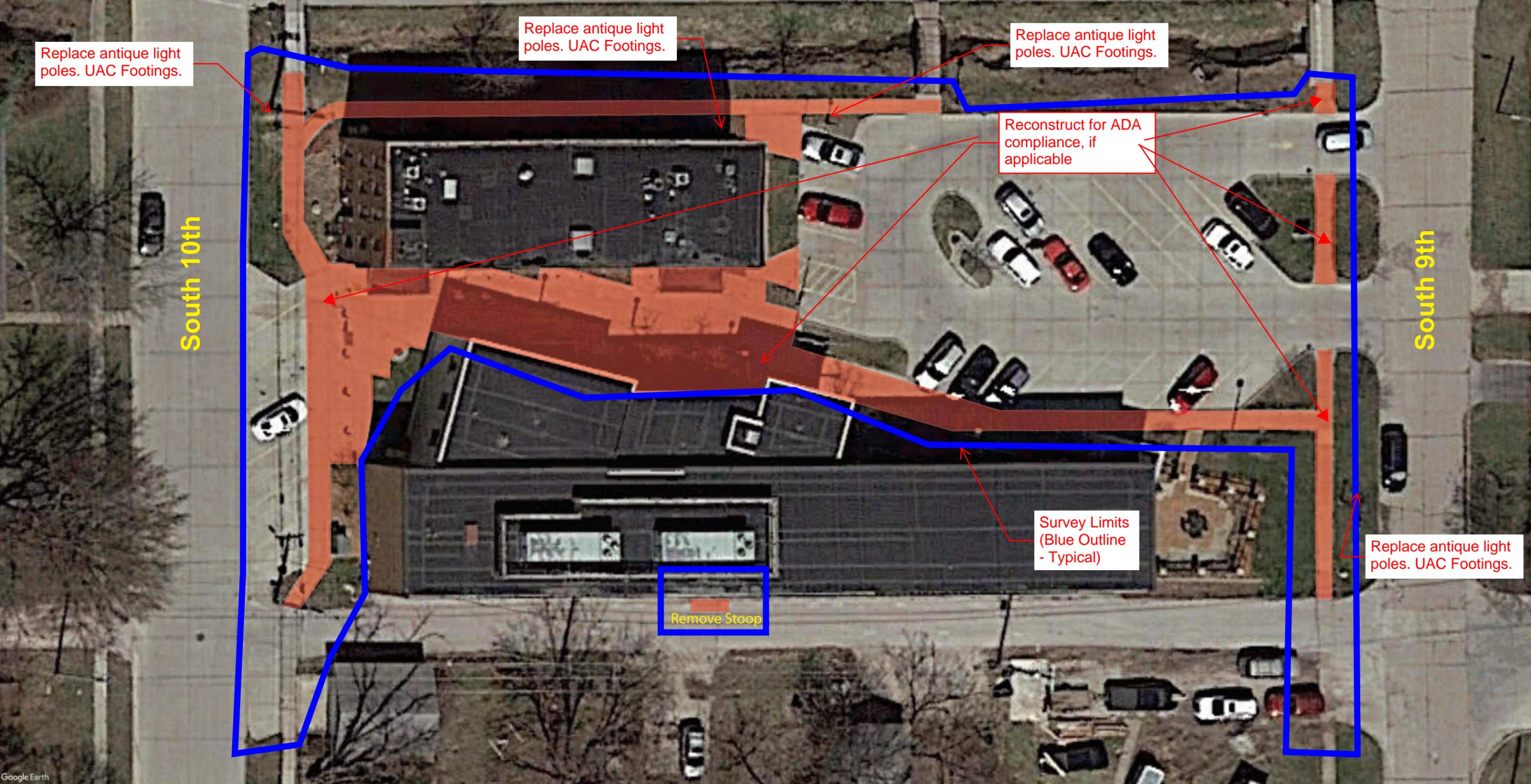


Green Street - Visions Parkway to Nile Kinnick

- Mill and Overlay
- PCC Patching
- ADA Improvements



NORTH



Replace antique light poles. UAC Footings.

Replace antique light poles. UAC Footings.

Replace antique light poles. UAC Footings.

Reconstruct for ADA compliance, if applicable

South 10th

South 9th

Survey Limits (Blue Outline - Typical)

Remove Stoop

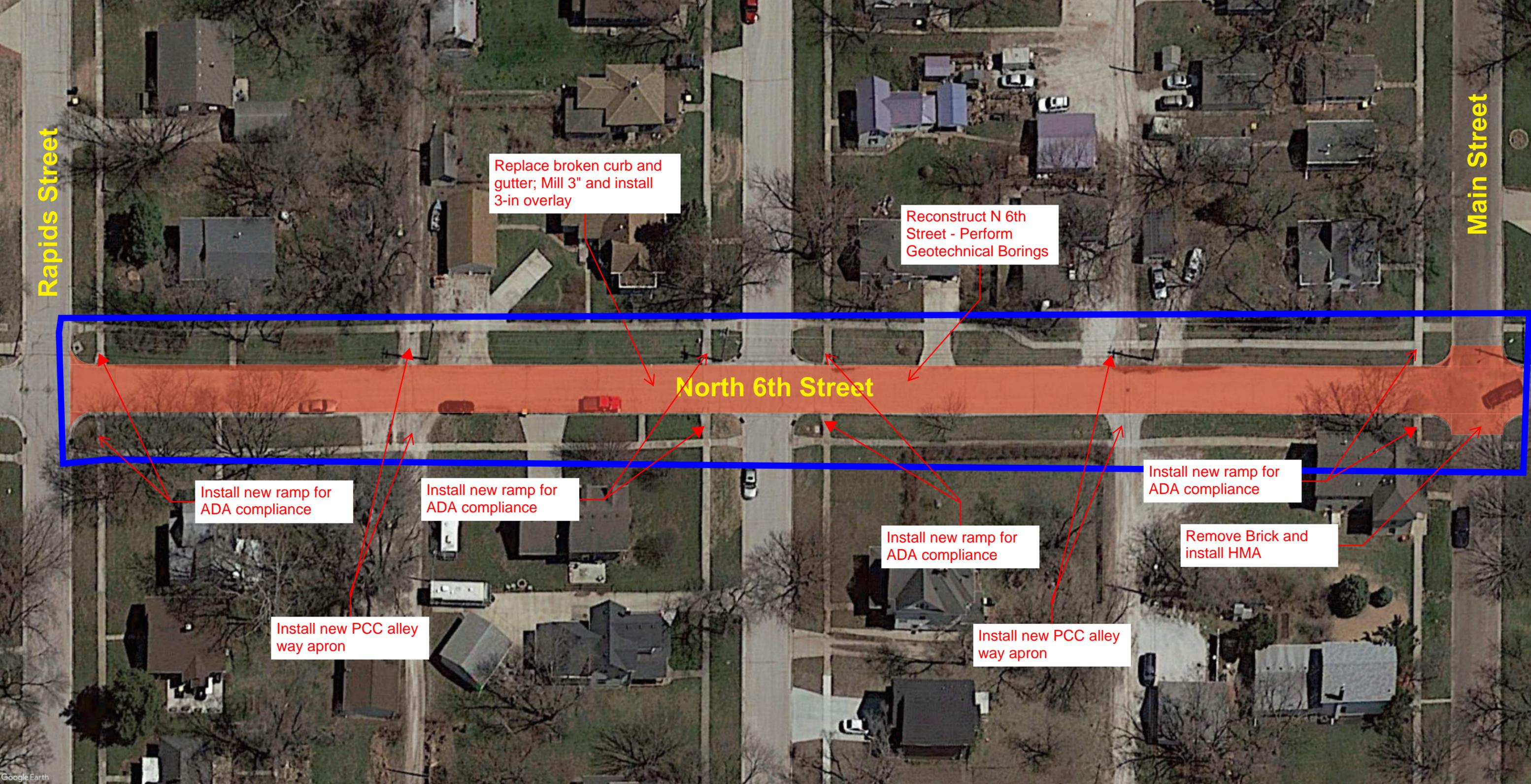
Replace antique light poles. UAC Footings.

Google Earth

Library - City Hall Sidewalks

■ Replace Sidewalk





Replace broken curb and gutter; Mill 3" and install 3-in overlay

Reconstruct N 6th Street - Perform Geotechnical Borings

North 6th Street

Install new ramp for ADA compliance

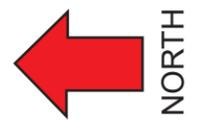
Remove Brick and install HMA

Install new PCC alley way apron

Install new PCC alley way apron

North 6th Street - Rapids Street to Main Street

■ Reconstruction





Google Earth

Cottage Street

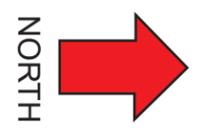
- Overlay
- PCC Patching
- Crack and Seat
- ADA Improvements





Police Parking Lot

- Mill and Overlay
- Remove Trees - Add Landscape
- Sidewalk Replacement
- ADA Ramp Improvements



Owner: City of Adel, Iowa
 Proj. No.: 211444-000
 Location: Adel, Iowa

2022 Adel Pavement Resurfacing Cost Estimates

Item No.	Item	Unit	Unit Price	16th st - Greene to short of Horse & Buggy		16th st - HyVue to Cedar		N 6th St - Rapids to Main	
				Greene to H&B	16th St. Cost	Hyvue to Cedar	16th St. Cost	Rapids to Main	N 6th
DIVISION 1 - GENERAL PROVISIONS AND COVENANTS									
	NOT USED								
DIVISION 2 - EARTHWORK									
2.1	TOPSOIL, ON-SITE	CY	\$ 80.00	8	\$ 640.00	24	\$ 1,920.00	24	\$ 1,920.00
DIVISION 3 - TRENCH EXCAVATION AND BACKFILL									
	NOT USED				\$ -		\$ -		\$ -
DIVISION 4 - SEWERS AND DRAINS									
	NOT USED				\$ -		\$ -		\$ -
DIVISION 5 - WATER MAINS AND APPURTENANCES									
5.1	VALVE BOX EXTENSION	EA	\$ 50.00		\$ -	2	\$ 100.00		\$ -
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS									
6.1	MANHOLE ADJUSTMENT, MINOR	EA	\$ 1,200.00		\$ -	4	\$ 4,800.00	2	\$ 2,400.00
DIVISION 7 - STREETS AND RELATED WORK									
7.1	CURB AND GUTTER, 2.5', REMOVE AND REPLACE	LF	\$ 56.00	30	\$ 1,680.00	10	\$ 560.00	200	\$ 11,200.00
7.2	HMA PAVEMENT, STANDARD TRAFFIC PG 58-28H, 6 IN.	SY	\$ 44.00		\$ -		\$ -		\$ -
7.3	HMA PAVEMENT SAMPLES AND TESTING	LS	\$ 2,200.00	1	\$ 2,200.00	1	\$ 2,200.00	1	\$ 2,200.00
7.4	HMA OVERLAY, STANDARD TRAFFIC PG 58-28S, 2 IN.	SY	\$ 12.25		\$ -		\$ -		\$ -
7.5	HMA OVERLAY, STANDARD TRAFFIC PG 58-28S, 3 IN.	SY	\$ 17.50	710	\$ 12,425.00	3200	\$ 56,000.00	1900	\$ 33,250.00
7.6	REMOVAL OF SIDEWALK, SHARED USED PATH, OR DRIVEWAY	SY	\$ 6.75	20	\$ 135.00	110	\$ 742.50	62	\$ 418.50
7.7	REMOVAL OF CURB	LF	\$ 14.00		\$ -		\$ -		\$ -
7.8	PCC SIDEWALK, 4 IN.	SY	\$ 63.00		\$ -		\$ -		\$ -
7.9	PCC SIDEWALK, 6 IN.	SY	\$ 70.00	20	\$ 1,400.00	110	\$ 7,700.00	62	\$ 4,340.00
7.10	PCC ALLY APPROACH 8 IN.	SY	\$ 75.00		\$ -		\$ -	110	\$ 8,250.00
7.11	DETECTABLE WARNINGS	SF	\$ 50.00	8	\$ 400.00	48	\$ 2,400.00		\$ -
7.12	MILLING, PCC or HMA PAVEMENT	SY	\$ 5.50		\$ -		\$ -	1800	\$ 9,900.00
7.13	REMOVE BRICKS	SY	\$ 15.00		\$ -		\$ -	310	\$ 4,650.00
7.14	CRACK AND SEAT OF PCC PAVEMENT	SY	\$ 2.75		\$ -		\$ -		\$ -
7.15	FULL DEPTH SAWCUTTING	LF	\$ 3.00		\$ -		\$ -		\$ -
7.16	FULL DEPTH PCC PATCHING - REMOVE AND REPLACE	SY	\$ 60.00		\$ -		\$ -		\$ -
7.17	BRICK REPLACEMENT	SY	\$ 25.00		\$ -		\$ -		\$ -
DIVISION 8 - TRAFFIC CONTROL									
8.1	TEMPORARY TRAFFIC CONTROL	LS	\$ 15,000.00	0.1	\$ 1,500.00	0.25	\$ 3,750.00	0.25	\$ 3,750.00
DIVISION 9 - SITE WORK AND LANDSCAPING									
9.1	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	AC	\$ 5,500.00	0.25	\$ 1,375.00	0.25	\$ 1,375.00	0.5	\$ 2,750.00
9.2	INLET PROTECTION DEVICE, INSTALLATION	EA	\$ 120.00	2	\$ 240.00	6	\$ 720.00		\$ -
DIVISION 10 - DEMOLITION									
10.1	EPOXY PAINT MARKINGS	LS	\$ 4,000.00		\$ -		\$ -		\$ -
DIVISION 11 - MISCELLANEOUS									
11.1	MOBILIZATION	LS	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00
11.2	INTAKE REPAIR	EA	\$ 2,500.00		\$ -		\$ -		\$ -
11.3	LANDSCAPE	EA	\$ 35,000.00		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -

Preliminary Estimated Construction Costs \$ 26,995.00 \$ 87,267.50 \$ 90,028.50

Owner: City of Adel, Iowa
 Proj. No.: 211444-000
 Location: Adel, Iowa

2022 Adel Pavement Resurfacing Cost Estimates

Item No.	Item	Unit	Unit Price	Aspen Dr. - 16th to 14th		Green St. Nile Kinnick to Visions Parkway		Library - City Hall Sidewalks	
				16th to 14th	Aspen Dr.	Nile Kinnick to Visions Parkway	Green St.	Sidewalk	Library/City Hall
DIVISION 1 - GENERAL PROVISIONS AND COVENANTS									
	NOT USED								
DIVISION 2 - EARTHWORK									
2.1	TOPSOIL, ON-SITE	CY	\$ 80.00	24	\$ 1,920.00	48	\$ 3,840.00	8	\$ 640.00
DIVISION 3 - TRENCH EXCAVATION AND BACKFILL									
	NOT USED				\$ -		\$ -		\$ -
DIVISION 4 - SEWERS AND DRAINS									
	NOT USED				\$ -		\$ -		\$ -
DIVISION 5 - WATER MAINS AND APPURTENANCES									
5.1	VALVE BOX EXTENSION	EA	\$ 50.00		\$ -		\$ -		\$ -
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS									
6.1	MANHOLE ADJUSTMENT, MINOR	EA	\$ 1,200.00	2	\$ 2,400.00	8	\$ 9,600.00		\$ -
DIVISION 7 - STREETS AND RELATED WORK									
7.1	CURB AND GUTTER, 2.5', REMOVE AND REPLACE	LF	\$ 56.00	150	\$ 8,400.00	300	\$ 16,800.00		\$ -
7.2	HMA PAVEMENT, STANDARD TRAFFIC PG 58-28H, 6 IN.	SY	\$ 44.00		\$ -		\$ -		\$ -
7.3	HMA PAVEMENT SAMPLES AND TESTING	LS	\$ 2,200.00	1	\$ 2,200.00	1	\$ 2,200.00		\$ -
7.4	HMA OVERLAY, STANDARD TRAFFIC PG 58-28S, 2 IN.	SY	\$ 12.25		\$ -		\$ -		\$ -
7.5	HMA OVERLAY, STANDARD TRAFFIC PG 58-28S, 3 IN.	SY	\$ 17.50	2500	\$ 43,750.00	6900	\$ 120,750.00		\$ -
7.6	REMOVAL OF SIDEWALK, SHARED USED PATH, OR DRIVEWAY	SY	\$ 6.75	40	\$ 270.00	340	\$ 2,295.00	770	\$ 5,197.50
7.7	REMOVAL OF CURB	LF	\$ 14.00		\$ -	420	\$ 5,880.00		\$ -
7.8	PCC SIDEWALK, 4 IN.	SY	\$ 63.00		\$ -		\$ -		\$ -
7.9	PCC SIDEWALK, 6 IN.	SY	\$ 70.00	40	\$ 2,800.00	340	\$ 23,800.00	770	\$ 53,900.00
7.10	PCC ALLY APPROACH 8 IN.	SY	\$ 75.00		\$ -		\$ -		\$ -
7.11	DETECTABLE WARNINGS	SF	\$ 50.00	8	\$ 400.00	128	\$ 6,400.00	40	\$ 2,000.00
7.12	MILLING, PCC or HMA PAVEMENT	SY	\$ 5.50		\$ -	6900	\$ 37,950.00		\$ -
7.13	REMOVE BRICKS	SY	\$ 15.00		\$ -		\$ -		\$ -
7.14	CRACK AND SEAT OF PCC PAVEMENT	SY	\$ 2.75		\$ -		\$ -		\$ -
7.15	FULL DEPTH SAWCUTTING	LF	\$ 3.00		\$ -		\$ -	200	\$ 600.00
7.16	FULL DEPTH PCC PATCHING - REMOVE AND REPLACE	SY	\$ 60.00		\$ -	1000	\$ 60,000.00		\$ -
7.17	BRICK REPLACEMENT	SY	\$ 25.00		\$ -		\$ -		\$ -
DIVISION 8 - TRAFFIC CONTROL									
8.1	TEMPORARY TRAFFIC CONTROL	LS	\$ 15,000.00	0.25	\$ 3,750.00	1	\$ 15,000.00	0.5	\$ 7,500.00
DIVISION 9 - SITE WORK AND LANDSCAPING									
9.1	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	AC	\$ 5,500.00	0.25	\$ 1,375.00	0.25	\$ 1,375.00		\$ -
9.2	INLET PROTECTION DEVICE, INSTALLATION	EA	\$ 120.00	4	\$ 480.00	12	\$ 1,440.00		\$ -
DIVISION 10 - DEMOLITION									
10.1	EPOXY PAINT MARKINGS	LS	\$ 4,000.00		\$ -	1	\$ 4,000.00		\$ -
DIVISION 11 - MISCELLANEOUS									
11.1	MOBILIZATION	LS	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00
11.2	INTAKE REPAIR	EA	\$ 2,500.00		\$ -	1	\$ 2,500.00		\$ -
11.3	LANDSCAPE	EA	\$ 35,000.00		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -
Preliminary Estimat					\$ 72,745.00		\$ 318,830.00		\$ 74,837.50

Owner: City of Adel, Iowa
 Proj. No.: 211444-000
 Location: Adel, Iowa



2022 Adel Pavement Resurfacing Cost Estimates

				Police Parking Lot		Cottage - 5th to 4th		Adel Square	
Item No.	Item	Unit	Unit Price	Police	Parking Lot	5th to 4th	Cottage St.	Adel	Square
DIVISION 1 - GENERAL PROVISIONS AND COVENANTS									
	NOT USED								
DIVISION 2 - EARTHWORK									
2.1	TOPSOIL, ON-SITE	CY	\$ 80.00	10	\$ 800.00	10	\$ 800.00		\$ -
DIVISION 3 - TRENCH EXCAVATION AND BACKFILL									
	NOT USED				\$ -		\$ -		\$ -
DIVISION 4 - SEWERS AND DRAINS									
	NOT USED				\$ -		\$ -		\$ -
DIVISION 5 - WATER MAINS AND APPURTENANCES									
5.1	VALVE BOX EXTENSION	EA	\$ 50.00		\$ -		\$ -		\$ -
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS									
6.1	MANHOLE ADJUSTMENT, MINOR	EA	\$ 1,200.00		\$ -		\$ -		\$ -
DIVISION 7 - STREETS AND RELATED WORK									
7.1	CURB AND GUTTER, 2.5', REMOVE AND REPLACE	LF	\$ 56.00	300	\$ 16,800.00	50	\$ 2,800.00		\$ -
7.2	HMA PAVEMENT, STANDARD TRAFFIC PG 58-28H, 6 IN.	SY	\$ 44.00		\$ -		\$ -		\$ -
7.3	HMA PAVEMENT SAMPLES AND TESTING	LS	\$ 2,200.00	0	\$ -		\$ -		\$ -
7.4	HMA OVERLAY, STANDARD TRAFFIC PG 58-28S, 2 IN.	SY	\$ 12.25		\$ -		\$ -		\$ -
7.5	HMA OVERLAY, STANDARD TRAFFIC PG 58-28S, 3 IN.	SY	\$ 17.50	1200	\$ 21,000.00	1400	\$ 24,500.00		\$ -
7.6	REMOVAL OF SIDEWALK, SHARED USED PATH, OR DRIVEWAY	SY	\$ 6.75	340	\$ 2,295.00	340	\$ 2,295.00		\$ -
7.7	REMOVAL OF CURB	LF	\$ 14.00		\$ -		\$ -		\$ -
7.8	PCC SIDEWALK, 4 IN.	SY	\$ 63.00		\$ -		\$ -	21	\$ 1,323.00
7.9	PCC SIDEWALK, 6 IN.	SY	\$ 70.00	340	\$ 23,800.00	50	\$ 3,500.00		\$ -
7.10	PCC ALLY APPROACH 8 IN.	SY	\$ 75.00	100	\$ 7,500.00		\$ -		\$ -
7.11	DETECTABLE WARNINGS	SF	\$ 50.00	48	\$ 2,400.00	24	\$ 1,200.00	64	\$ 3,200.00
7.12	MILLING, PCC or HMA PAVEMENT	SY	\$ 5.50		\$ -		\$ -		\$ -
7.13	REMOVE BRICKS	SY	\$ 15.00		\$ -		\$ -	185	\$ 2,775.00
7.14	CRACK AND SEAT OF PCC PAVEMENT	SY	\$ 2.75		\$ -		\$ -		\$ -
7.15	FULL DEPTH SAWCUTTING	LF	\$ 3.00		\$ -		\$ -		\$ -
7.16	FULL DEPTH PCC PATCHING - REMOVE AND REPLACE	SY	\$ 60.00		\$ -		\$ -		\$ -
7.17	BRICK REPLACEMENT	SY	\$ 25.00		\$ -		\$ -	185	\$ 4,625.00
DIVISION 8 - TRAFFIC CONTROL									
8.1	TEMPORARY TRAFFIC CONTROL	LS	\$ 15,000.00	0.25	\$ 3,750.00	0.25	\$ 3,750.00		\$ -
DIVISION 9 - SITE WORK AND LANDSCAPING									
9.1	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	AC	\$ 5,500.00	0.1	\$ 550.00	0.25	\$ 1,375.00		\$ -
9.2	INLET PROTECTION DEVICE, INSTALLATION	EA	\$ 120.00		\$ -	2	\$ 240.00		\$ -
DIVISION 10 - DEMOLITION									
10.1	EPOXY PAINT MARKINGS	LS	\$ 4,000.00	1	\$ 4,000.00		\$ -	1	\$ 4,000.00
DIVISION 11 - MISCELLANEOUS									
11.1	MOBILIZATION	LS	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00		\$ -
11.2	INTAKE REPAIR	EA	\$ 2,500.00		\$ -	1	\$ 2,500.00		\$ -
11.3	LANDSCAPE	EA	\$ 35,000.00	1	\$ 35,000.00		\$ -		\$ -
					\$ -		\$ -		\$ -
Preliminary Estimat					\$ 122,895.00		\$ 47,960.00		\$ 15,923.00

Project No.: 211445-000
 Project Name: Adel Rapids Street Reconstruction – Survey
 Project Manager: Scott Port, PE

Agreement for Engineering Services

This Agreement, is made on the 14th day of December, 2021, by and between *McClure Engineering Company, of Clive, Iowa*, (herein referred to as "ENGINEER") and the *City of Adel* (hereinafter referred to as "OWNER"). The ENGINEER will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Adel Rapids Street Reconstruction - Survey

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the ENGINEER.
2. Payment to the ENGINEER shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving (7) days written notice to the OWNER, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON 'EXHIBIT A' OF THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The ENGINEER will adjust the schedule and compensation under this agreement to the extent that ENGINEER's schedule and compensation are equitably adjusted by the OWNER.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

7. The amount of the ENGINEER's compensation is **\$36,000.00**. The contract type is **Lumpsum**.

	Included	Not Included
Exhibit 'A' Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B' Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C' Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D' Subconsultant(s) Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E' Owners Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F' Duties and Responsibilities of Resident Project Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'G' Project Location	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'H' Construction Cost Estimate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'I' Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OWNER: City of Adel

ENGINEER: McClure Engineering Company

By: _____

Signed: _____

Title: _____

Title: _____ Team Leader

McCLURE ENGINEERING COMPANY

CONTRACT TERMS AND CONDITIONS

ACCESS TO SITE: The **Engineer** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or **Owner's agents or consultants** to **Engineer**.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **Engineer's** work by the **Owner**, the **Engineer** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Engineer** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All sketches, tracings, plans, specifications, reports and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Owner** upon completion of the plans or termination of the services of the **Engineer**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Engineer** for the specific purpose intended will be at the **Owner's** sole risk and without liability or legal exposure to the **Engineer**.

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

OPINIONS OF PROBABLE COSTS: **Engineer's** opinions (if any) of probable construction costs 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.

BETTERMENT: If a required item or component of the **Owner's** project should be omitted from **Engineer's** construction documents, **Engineer** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the **Owner's** project.

SHOP DRAWING REVIEW: If, as part of this Agreement **Engineer** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **Engineer** shall not be responsible for any deviations from the contract documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. **Engineer** shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall **Engineer** have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. **Engineer** shall not be responsible for the acts or omissions of any contractor.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

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 the **Engineer** or its consultants.

Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Engineer** is not retained for construction observation and/or on-site resident observation 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 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.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors. Unfortunately, the information the **Engineer** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.

SUBSURFACE CONDITIONS: The **Engineer** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Engineer**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

The **Engineer** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Engineer** shall be held harmless from issues arising out of these unseen subsurface conditions.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under this Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees. The provisions of this paragraph shall survive termination of this Agreement.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Engineer** in the event the Project is permanently abandoned.

Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **Engineer** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services.

In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services satisfactorily performed prior to termination.

LIMITATION OF LIABILITY: The **Engineer's** liability shall be limited to \$50,000.00 or 150% of the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month.

ASSIGNMENT: The **Owner** and **Engineer**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer**.

ADDITIONAL TERMS:

The Engineer shall perform in a manner consistent with that degree of professional care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality.

Insurance requirements: The Engineer shall maintain the following insurance for the duration of this Agreement and for one (1) year after the date of completion of the work under this Agreement.

A. General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
B. Workers' Compensation	
Employers' Liability Each Accident	\$1,000,000
General Aggregate	\$2,000,000
C. Professional Liability	
Each Claim	\$1,000,000
Policy Aggregate	\$2,000,000

The Engineer shall provide the Owner with a Certificate of Insurance listing the Owner as additional insured for the above-referenced insurance.

The Engineer shall provide a waiver of subrogation in favor of the Owner under the Workers' Compensation coverage.

(Effective 01/01/19)
(Supersedes 10/01/11)



EXHIBIT 'B'
 McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2021*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$270 - \$295
Project Manager	\$180 - \$220
Senior Professional	\$180 - \$275
Professional	\$150 - \$180
Junior Professional	\$120 - \$150
Senior Technician	\$130 - \$170
Technician	\$110 - \$130
Landscape Architect.....	\$120 - \$150
Field Crew Personnel.....	\$90 - \$120
On-Site Representative	\$110 - \$150
Client/Project Liason.....	\$130 - \$180
Administrative	\$60 - \$80

EQUIPMENT

3D Scanner per Scan.....	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.).....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years



Exhibit C
Detailed Scope of Work
Adel Rapid Street Reconstruction - Survey

I) PROJECT DESCRIPTION

- A) This scope of services is for the topographic survey of the areas as outlined in Exhibit ‘G’ of this agreement. The survey will be developed into a base map that will be used for project design, bidding, and construction.

II) BASIC SERVICES

- A) Phase 100 – Preliminary Planning and Reports
1) Not Included. To be completed via Amendment or Separate Agreement.
- B) Phase 200 – Existing Conditions
1) Not Included. To be completed via Amendment or Separate Agreement.
- C) Phase 300 – Funding
1) Not Included.
- D) Phase 400 – Preliminary Design
1) Not Included. To be completed via Amendment or Separate Agreement.
- E) Phase 500 – Final Design and Plans
1) Not Included. To be completed via Amendment or Separate Agreement.
- F) Phase 590 – Land Acquisition
1) Not Included. To be completed via Amendment or Separate Agreement.
- G) Phase 600 – Construction Administration
1) Not Included. To be completed via Amendment or Separate Agreement.
- H) Phase 650 – Onsite Project Representative
1) Not Included. To be completed via Amendment or Separate Agreement.
- I) Phase 700 – Survey Services
1) Task 735 – Preliminary Design Survey (Topographic and Boundary Survey)
(a) Project Control
(i) Horizontal Control – Iowa State Plane (NAD 83 / Iowa South)
(ii) Vertical Control – NAVD 88
(iii) U.S. Survey Feet
(iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of the proposed PROJECT.
- (b) Topographic Survey
(i) The ENGINEER will provide topographic survey required for developing the design and plans. Please refer to the survey schematic in Exhibit ‘G’ of this Agreement.
- (ii) Topographic survey is defined as providing contours at 1-foot intervals and includes surveying edge of pavement, edge of building (and adjacent grade), ditches (top, toe, and flowline), fences, storm and sanitary sewer structures (rim elevation, flowlines, pipe sizes, and pipe types), embankments (top and toe), trees six (6) inches and greater caliper not lying within wooded area, drip line or perimeter outline of wooded/brush areas, signs, water valves, hydrants, etc.,

and other visible features the ENGINEER determines to meeting project objectives. Non-visible below grade structures will be shown from data provided by the OWNER and utility providers.

(c) Utility Survey

- (i) The ENGINEER will contact Iowa One Call and coordinate public and franchise utility locations with utility owners. Locates will be field survey. The ENGINEER will inform the OWNER if any known utility is not being located. Any private utility locates that are not included in the Iowa One Call service will be shown as map location, if known.

(d) Boundary Survey

- (i) The ENGINEER will perform boundary survey required for the development of the PROJECT. The boundary survey shall be in-depth legal surveys for which acquisition plats are to be developed.
- (ii) This task includes a thorough search of City, County, and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivision Plats, original government surveys, all irregular land survey, and road establishment records. Copies of such records are to be included in the project file for future reference.
- (iii) This task includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

(e) Project Base Map

- (i) The ENGINEER will incorporate topographic survey, utility survey, property lines, right-of-way lines, any known easements, and property ownership for parcels located within the project limits into a based map that is to be used for the design of the PROJECT. Contours shall be shown at 1-foot intervals.

J) Phase 800 – Project Closeout

- 1) Not Included. To be completed via Amendment or Separate Agreement.

K) Phase 850 - Project Management and Coordination

- 1) Not Included. To be completed via Amendment or Separate Agreement.

L) Phase 900 Additional Services

- 1) Not Included.

III) FEES:

The fees for Engineering Services shall be described below:

A) Basic Services:

1) Phase 100 – Preliminary Planning and Reports	\$	0.00
2) Phase 200 – Existing Conditions	\$	0.00
3) Phase 300 – Funding	\$	0.00
4) Phase 400 – Preliminary Design and Plans	\$	0.00
5) Phase 500 – Final Design and Plans	\$	0.00
6) Phase 590 – Land Acquisition	\$	0.00

7) Phase 600 – Construction Administration	\$	0.00
8) Phase 650 – Onsite Project Representative	\$	0.00
9) Phase 700 – Survey Services	\$	36,000.00
10) Phase 800 – Project Closeout	\$	0.00
11) Phase 850 – Project Management and Coordination	\$	0.00
12) Phase 900 – Additional Services	\$	0.00
<hr/>		
Lump Sum Fee for Basic Services:	\$	36,000.00

IV) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the ENGINEER upon written amendment to this agreement.

- A) Preliminary and/or Final Design
- B) Bidding Services
- C) Iowa One Call Utility Locates and Survey.
- D) Subsurface Utility Investigation Test Holes.
- E) Joint Utility Trench Design.
- F) Septic system reconstruction plans.
- G) Construction Staking, RPR, and Construction Administration Services.
- H) Street lighting design.
- I) Irrigation (lawn sprinkler) restoration plans or specifications.
- J) Media correspondences and public outreach planning documents.
- K) Boundary retracement of existing lots to set missing monuments.
- L) Preparation of Acquisition Plats and Legal Descriptions.
- M) Right-of-Way and Easement staking.
- N) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- O) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- P) Grant Administration.
- Q) Preparation of bidding or contract documents for alternate bid prices.
- R) Right-of-Way Services, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services.
- S) Record drawings.
- T) Material testing services.
- U) Other permits not indicated within this scope.
- V) Any permit and publication fees associated with permit applications.
- W) Project management and coordination tasks beyond that scheduled project completion period.
- X) Special meetings and meetings not outlined in the Scope of Services.
- Y) Other services not specifically outlined in this Agreement.

Exhibit E: OWNER's Responsibilities

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide 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 expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. 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.
9. Arrange for financing and pay for services as agreed to in this Agreement.

Adel Rapids Street Reconstruction

Exhibit G - Location Map



Survey Boundary and Project Design Corridor

800 ft



Google Earth

OPINION OF PROBABLE COST

**2022 BRICK STREETS PROJECT
RAPIDS STREET RECONSTRUCTION
ADEL, IOWA
MEC PROJECT NO.**

ESTIMATED PROJECT QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	ESTIMATED UNIT PRICE	ESTIMATED TOTAL COST
DIVISION 1 - GENERAL PROVISIONS AND COVENANTS					
1.1	UNCHARTED UTILITIES CROSSING	EA	20	\$225.00	\$4,500.00
1.2	UNCHARTED UTILITIES PARALLEL	LF	2200	\$20.00	\$44,000.00
DIVISION 2 - EARTHWORK					
2.1	CLEARING AND GRUBBING	LS	1	\$7,500.00	\$7,500.00
2.2	TOPSOIL, ON-SITE	CY	1337	\$10.00	\$13,370.00
2.3	EXCAVATION, CLASS 10, WASTE	CY	4200	\$25.00	\$105,000.00
2.4	SUBGRADE PREPARATION	SY	112608	\$5.00	\$563,040.00
2.5	SUBBASE, MODIFIED SUBBASE, 6 IN.	SY	12608	\$8.00	\$100,864.00
2.6	FILLING AND PLUGGING PIPE, WATER MAIN	LF	2214	\$10.00	\$22,140.00
2.7	COMPACTION TESTING	LS	1	\$5,000.00	\$5,000.00
DIVISION 3 - TRENCH EXCAVATION AND BACKFILL					
3.1	TRENCH FOUNDATION	TON	375	\$20.00	\$7,500.00
3.2	TRENCH COMPACTION TESTING	LS	1	\$6,050.00	\$6,050.00
DIVISION 4 - SEWERS AND DRAINS					
4.1	SANITARY SEWER, TRENCHED, PVC, 8 IN.	LF	2500	\$70.00	\$175,000.00
4.2	SANITARY SEWER, TRENCHED, PVC, 18 IN.	LF		\$115.00	\$0.00
4.3	SANITARY SEWER, TRENCHED, PVC, 21 IN.	LF		\$125.00	\$0.00
4.4	SANITARY SEWER TRENCHED, PVC, C905 DR18, 21 IN.	LF		\$140.00	\$0.00
4.5	SANITARY SEWER SERVICE STUB, 4 IN.	EA	40	\$3,500.00	\$140,000.00
4.6	SANITARY SEWER ABANDONMENT, FILL AND PLUG	LF	2500	\$15.00	\$37,500.00
4.7	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	200	\$75.00	\$15,000.00
4.8	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	2090	\$80.00	\$167,200.00
4.9	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF		\$100.00	\$0.00

Rapids Street - Approximately N. 9th to N. 15th

DIVISION 4 - SEWERS AND DRAINS, CON'T					
4.10	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	0	\$125.00	\$0.00
4.11	REMOVAL OF STORM SEWER, LESS THAN 36 IN. DIA	LF	150	\$25.00	\$3,750.00
4.12	SUBDRAIN, LONGITUDINAL, 6 IN.	LF	4500	\$15.00	\$67,500.00
4.13	SUBDRAIN, LONGITUDINAL, TRENCHLESS, 6 IN.	LF		\$100.00	\$0.00
4.14	SUBDRAIN CLEANOUTS	EA	14	\$1,000.00	\$14,000.00
4.15	SUBDRAIN OUTLETS	EA	14	\$500.00	\$7,000.00
4.16	STORM SEWER SERVICE STUB, 4 IN.	EA	40	\$500.00	\$20,000.00
DIVISION 5 - WATER MAINS AND APPURTENANCES					
5.1	WATER MAIN, TRENCHED, PVC, 4 IN.	LF		\$50.00	\$0.00
5.2	WATER MAIN, TRENCHED, PVC, 6 IN.	LF		\$55.00	\$0.00
5.3	WATER MAIN, TRENCHED, PVC, 8 IN.	LF	2500	\$60.00	\$150,000.00
5.4	WATER MAIN FITTINGS	LB	475	\$8.00	\$3,800.00
5.5	WATER SERVICE STUB, COPPER, 2 IN. DIA. AND SMALLER	EA	40	\$1,500.00	\$60,000.00
5.6	VALVE, GATE, 4 IN. DIA.	EA		\$1,000.00	\$0.00
5.7	VALVE, GATE, 6 IN. DIA.	EA		\$1,500.00	\$0.00
5.8	VALVE, GATE, 8 IN. DIA.	EA	8	\$2,000.00	\$16,000.00
5.9	TAPPING VALVE ASSEMBLY, 4 IN.	EA		\$2,000.00	\$0.00
5.10	TAPPING VALVE ASSEMBLY, 6 IN.	EA		\$2,500.00	\$0.00
5.11	FIRE HYDRANT ASSEMBLY	EA	7	\$5,000.00	\$35,000.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS					
6.1	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	7	\$5,500.00	\$38,500.00
6.2	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA		\$7,500.00	\$0.00
6.3	MANHOLE, STORM SEWER, SW-402, 4' x 4'	EA		\$5,500.00	\$0.00
6.4	INTAKE, STORM SEWER, SINGLE GRATE, SW-501	EA	16	\$3,000.00	\$48,000.00
6.5	INTAKE, STORM SEWER, SINGLE GRATE, SW-502, 60 IN.	EA		\$3,500.00	\$0.00
6.6	INTAKE, STORM SEWER, SINGLE GRATE, SW-503	EA		\$3,000.00	\$0.00
6.7	INTAKE, STORM SEWER, DOUBLE GRATE, SW-505	EA		\$5,000.00	\$0.00
6.8	DROP CONNECTION TO SANITARY MANHOLE	EA		\$4,500.00	\$0.00
6.9	MANHOLE OR INTAKE ADJUSTMENT, MINOR	EA		\$1,000.00	\$0.00
6.10	REMOVE MANHOLE OR INTAKE	EA	5	\$750.00	\$3,750.00
DIVISION 7 - STREETS AND RELATED WORK					
7.1	PAVEMENT, STD. OR S-F PCC, CL C, CL 2, 7 IN.	SY	2800	\$55.00	\$154,000.00
7.2	PAVEMENT, STD. OR S-F PCC, CL C, CL 2, 7 IN. - UNDER BRICK SURF.	SY		\$50.00	\$0.00

Rapids Street - Approximately N. 9th to N. 15th

DIVISION 7 - STREETS AND RELATED WORK, CON'T.					
7.3	CURB AND GUTTER, PCC, 2.5', 7 IN.	LF	100	\$45.00	\$4,500.00
7.4	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	2725	\$15.00	\$40,875.00
7.5	SIDEWALK, PCC, 4 IN.	SY	2460	\$40.00	\$98,400.00
7.6	SIDEWALK, PCC, 6 IN.	SY	504	\$45.00	\$22,680.00
7.7	DETECTABLE WARNINGS	SF	448	\$40.00	\$17,920.00
7.8	DRIVEWAY, PAVED, PCC, 6 IN.	SY	750	\$50.00	\$37,500.00
7.9	PAVEMENT REMOVAL	SY	500	\$20.00	\$10,000.00
7.10	BRICK SURFACE INSTALLATION	SY		\$150.00	\$0.00
7.11	BRICK SURFACE REMOVAL	SY	5866	\$20.00	\$117,320.00
DIVISION 8 - TRAFFIC CONTROL					
8.1	TRAFFIC CONTROL	LS	1	\$12,000.00	\$12,000.00
8.2	REMOVE AND SALVAGE EXISTING SIGNS	EA	30	\$25.00	\$750.00
8.3	SIGN INSTALLATION	EA	30	\$100.00	\$3,000.00
8.4	PAINTED PAVEMENT MARKINGS, DURABLE	STA	31	\$30.00	\$930.00
DIVISION 9 - SITE WORK AND LANDSCAPING					
9.1	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	AC	1.5	\$3,500.00	\$5,250.00
9.2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), PREP.	LS	1.5	\$3,750.00	\$5,625.00
9.3	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGE.	LS	1.5	\$3,000.00	\$4,500.00
9.4	FILTER SOCKS, INSTALLATION	LF	7300	\$2.00	\$14,600.00
9.5	FILTER SOCKS, REMOVAL	LF	7300	\$1.00	\$7,300.00
9.6	SILT FENCE, INSTALLATION	LF	7300	\$2.00	\$14,600.00
9.7	SILT FENCE, REMOVAL OF SEDIMENT	LF	7300	\$1.00	\$7,300.00
9.8	SILT FENCE, REMOVAL OF DEVICE	LF	7300	\$0.50	\$3,650.00
9.9	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	AC	4	\$500.00	\$2,000.00
9.10	INLET PROTECTION DEVICE, INSTALLATION	EA	16	\$15.00	\$240.00
9.11	INLET PROTECTION DEVICE, MAINTENANCE	EA	16	\$10.00	\$160.00
DIVISION 10 - DEMOLITION					
	NOT USED				
DIVISION 11 - MISCELLANEOUS					
11.1	MOBILIZATION	LS	1	\$75,000.00	\$75,000.00
11.2	MAINTENANCE OF POSTAL SERVICE	LS	1	\$2,000.00	\$2,000.00
11.3	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$8,000.00	\$8,000.00
11.4	CONCRETE WASHOUT	LS	1	\$3,000.00	\$3,000.00
SUBTOTAL					\$2,554,064.00

Contingency 15% \$383,109.60

TOTAL \$2,937,173.60

Personnel Committee
March 2, 2021 – Meeting Minutes

Due to public health concerns related to COVID-19, and as authorized by emergency proclamation of the Governor of the State of Iowa, the Personnel Committee meeting was conducted electronically, pursuant to Iowa Code Section 21.8, as holding the meeting in person is impossible or impractical. Miller called the meeting to order at 6:29 p.m. Members Present: McAdon, Miller, and Selby. Others Present: Council Members Christensen and Ockerman, City Administrator Brown, Finance Director Sandquist, and Public Works Director Overton.

NEW BUSINESS

a) September 1, 2020 Minutes

McAdon moved, seconded by Selby, to approve the minutes. Motion carried unanimously.

b) Memorandum of Understanding regarding Police Department Starting Wages

Miller stated that this memorandum addresses police union wages for new hires. Brown stated that Ahlers & Cooney has recommended that the council make the final call instead of just the mayor because it is financial related.

Brown stated that the Police Department is in the hiring process right now and this memorandum would help the City remain competitive. The financial impact is more of a timing issue, as these increases would normally happen after one year. The Des Moines metro is increasing pay to attract and retain police officers. At least one current City police officer would see an increase along with any potential new hires. Sandquist stated she is not concerned with the financial impact.

Miller stated that this memorandum will help encourage officers to get certified and will help the City's hiring process.

McAdon motioned, seconded by Selby, to recommend this memorandum to the council. Motion carried unanimously.

OTHER BUSINESS

Miller stated that he is working with City Attorney Kristine Stone on several personnel issues and FMLA considerations.

Brown stated that the temporary part-time position at Adel City Hall would begin next week.

Christensen asked about the timeline for reopening City Hall during the pandemic. Brown stated that City Hall is allowing appointments and that the library has reopened more. City staff is reviewing the metro's COVID-19 numbers and how other cities are handling the situation. Everything appears to be moving positively with the vaccine roll-out.

Selby noted that Jo Berry, the former Adel Partners Chamber director, passed away today.

ADJOURNMENT – 6:45 p.m.

Respectfully submitted: Anthony Brown, City Administrator

City of Adel

Wastewater Superintendent

Department: Wastewater

Reports to: Director of Public Works

FLSA Status: Non-Exempt

Written By: Kip Overton

Approved By: Anthony Brown

Council Review and Approval on: Anticipated December 14, 2021

GENERAL STATEMENT OF DUTIES:

Positions in this classification are responsible for the direct and indirect supervision of all wastewater related systems. To provide staff assistance, plan, organize, and direct the operations of the wastewater treatment plant, wastewater collection system, pumping stations, assist with billing operations, and customer service issues. This class is also responsible for assigning, directing, and coordinating work among front line personnel. Directs and coordinates administrative activities as they relate to overall system activities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

This Position is responsible for keeping the facilities orderly and operational; by directing and participating in routine operation, maintenance repair, and administrative duties, and keeping in compliance with wastewater regulations.

The Wastewater Superintendent will also be required to participate in other City operations and maintenance activities as needed. Relative job responsibilities may shift for short periods depending on specific City workload requirements.

(Any one position may not include all the duties listed nor do the listed examples include all tasks which may be found in positions of the class)

- Assist in the development and implementation of goals, objectives, policies, and priorities
- Plan, assign, schedule, and supervise employees in the operation of the wastewater system
- Maintain surveillance of the operating efficiency of the wastewater plant, collection system, and pumping stations
- Review and maintain records and prepare reports regarding the operation of the wastewater system

Wastewater Superintendent Job Description

- Supervise, train, prepare, and administer performance evaluations on professional and technical subordinates
- Assist in budget preparation and administration of both operating and capital improvement budget, and monitoring the use of budget funds
- Deal effectively with the public, other governmental organizations, regulatory agencies, and contractors
- Inspects jobs in progress for compliance with State and City safety requirements regarding appropriate personnel, equipment, and procedural precautions
- Prepare cost estimates and assist in development of projects and specifications
- Make periodic inspections of systems facilities for proper operating conditions
- Coordinate activities with other divisions within the City
- Recommend and assist in the planning of improvements to the wastewater system
- Perform related work as required
- Requisition materials, supplies, and equipment
- Makes system repairs as needed and may request improvements
- Supervises and participates in the daily operation of the wastewater system to meet performance standards, changing conditions, and emergencies
- Operates a wide variety of equipment such as tractors, dump trucks, backhoe, electrical tools, pumps, and various kinds of hydraulic systems
- Operates computers and utilizes various computer programs such as spreadsheets, word processing, and preventive maintenance programs to accomplish administrative and related work
- Maintains work time, equipment, and materials records
- Make reports of work performed
- Reviews plans and specifications for new development and capital improvement projects and recommends changes necessary to meet City standards and reduce future maintenance problems
- Maintains inventory and written data including equipment malfunctions, facility conditions, pumping rate, and equipment lubrication requirements
- Makes periodic inspections and reports system conditions to assure adherence to maintenance procedures; performs and assists in work necessary to keep the system and plant in clean, orderly, and operating condition
- Provides for the instruction and training of new wastewater system operators and service personnel
- Responds to requests for information and complaints involving the wastewater system and its components
- Reviews and analyzes wastewater collection system related claims from customers and recommends whether City is responsible
- Supervises and participates in the daily operation of the Wastewater Treatment Plant providing for adjustment of plant operations within prescribed limits to meet performance standards, changing conditions, and emergencies
- Analyzes trends, such as population and industrial growth of area being served to determine adequacy of current facilities and to project community demands for

Wastewater Superintendent Job Description

future facilities

- Evaluate new development in materials, tools, and equipment to recommend or purchase
- Assist the Public Works Director in preparing an annual budget for the department and work under that budget as approved by City Council
- Participates in the City's snow removal process.

EMPLOYMENT STANDARDS:

Possession of:

- Iowa Grade III (3) Wastewater Treatment Certificate
- Iowa Class B Commercial Driver License (or ability to obtain within 6 months)

Knowledge of:

- The operations of pumps, electrical motors, piping, valves, control systems, and related equipment common to wastewater treatment and collection system
- State of Iowa Wastewater Quality Requirements and reporting procedures
- Principles of supervision, training, and budgeting
- Safety rules, including development and implementation of state mandated rules, regulations, and practices pertaining to the work
- Laws, codes, and regulations applicable to municipal utility operations
- Mechanical, electrical, and hydraulic principles
- Telemetry and computer systems

Ability to:

- Plan, assign, schedule, and coordinate work of subordinates in all areas of a wastewater system
- Exercise good judgment in all situations
- Prepare reports and communicate clearly and concisely, both orally and in writing
- Make investigations and studies of work programs
- Prepare routine and special reports
- Supervise, train, and evaluate subordinates
- Develop and monitor complex capital and operating budget
- Identify wastewater system needs and develop a cost-effective plan to meet the needs identified
- Establish and implement goals, objective, procedures, and priorities
- Sustain physical climbing, standing, lifting, and walking
- Perform maintenance and make operating adjustments to the wastewater system
- Recognize unusual, inefficient, or dangerous operating conditions

Wastewater Superintendent Job Description

- Interpret piping, electrical, and distribution diagrams
- Supervise the operation of a variety of wastewater treatment equipment, valves, and pumps
- Learn to develop needed programs to instruct in the operation of a telemetry control system and preventative maintenance computer programs
- Lift a weight of 50 lbs.
- Operate wastewater treatment plant and equipment including automatic control devices
- Understand and carry out oral and written direction
- Make mathematical calculations
- Perform standardized wastewater quality tests and adjust plant operation accordingly
- Directly supervise both full-time and part-time and seasonal employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws

EDUCATION AND EXPERIENCE:

1. High school graduate or G.E.D. supplemented by specialized training (recent acceptable formal courses of instruction) in wastewater collection, system operations; or two (2) years of college in the field of engineering, or closely related fields.
2. A minimum of (5) five years of experience in the operation of a wastewater system OR an equivalent combination of education and experience

Must possess a Grade III (3) Wastewater Treatment Plant Operator issued by the Iowa Department of Natural Resources or able to obtain a Grade III (3) Wastewater Treatment Plant Operator Certificate within (6) six months.

The duties above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the

Wastewater Superintendent Job Description

job change.

ACKNOWLEDGEMENT:

I have carefully read and understand the contents of this job description. I understand the responsibilities, requirements and duties expected of me. I understand that this is not necessarily an exhaustive list of responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this list is intended to be an accurate reflection of the current job, the City of Adel reserves the right to revise the functions and duties of the job or to require that additional or different tasks be performed as directed by the City of Adel. I understand that I may be required to work overtime, different shifts or hours outside the normally defined workday or workweek. I also understand that this job description does not constitute a contract of employment nor alter my status as an at-will employee. I have the right to terminate my employment at any time and for any reason, and the City of Adel has a similar right.

Employee's Signature Date City Administrator Date

The City of Adel is an Equal Opportunity Employer.