

# CITY OF ANAMOSA CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, MARCH 28, 2022 – 6:00 P.M. ANAMOSA LIBRARY & LEARNING CENTER 600 EAST 1ST STREET, ANAMOSA, IA 52205

Zoom Meeting Link

https://us02web.zoom.us/j/89995905189

Meeting ID: 899 9590 5189

Passcode: Anamosa

<u>Join by Telephone</u> +1 312 626 6799

Meeting ID: 899 9590 5189

Passcode 4142305

If you wish to address the City Council, please wait for the Mayor to open the floor for public comment on that agenda item and then approach the podium. Before speaking, please state your name and address. Each speaker is limited to five (5) minutes per agenda item and is expected to refrain from the use of profane, obscene, or slanderous language. **The above Zoom link does not allow for participation in the meeting. It is for viewing only.** 

- 1.0) ROLL CALL
- 2.0) PLEDGE OF ALLEGIANCE
- 3.0) APPROVAL OF AGENDA
- 4.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:
  - 4.1) MARCH 14, 2022 REGULAR COUNCIL MEETING
- 5.0) PUBLIC HEARINGS: NONE
- 6.0) PROCLAMATIONS: NONE
- 7.0) OLD BUSINESS:
  - 7.1) **DOWNTOWN FAÇADE PROJECT UPDATE**. (Derek Lumsden)
    - 1. **REVIEW** AND APPROVAL OF CHANGE ORDER NO. 22
  - 7.2) **PROJECT** STATUS UPDATE FROM SNYDER AND ASSOCIATES (Lindsay Beaman, Tim Wallace)
    - 1. **REVIEW** AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT AMENDMENT FOR THE HWY151 GRADE SEPARATION OLD DUBUQUE ROAD EXTENSION.
    - 2. **RESOLUTION 2022-19** AUTHORIZING ACCEPTANCE OF REAL PROPERTY FOR THE HWY151 GRADE SEPARATION OLD DUBUQUE ROAD EXTENSION. **ROLL VOTE.**
    - 3. **RESOLUTION 2022-20** AUTHORIZING EASEMENT AGREEMENTS FOR THE HWY151 GRADE SEPARATION OLD DUBUQUE ROAD EXTENSION. **ROLL VOTE.**
  - 7.3) **PROJECT** STATUS UPDATE FROM HR GREEN (Andrew Marsh, Josh Scanlon, Jeremy Kaemmer)

- 1. **REVIEW** AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT AMENDMENT FOR THE SYCAMORE STREET PROJECT.
- 2. **REVIEW** AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR ANAMOSA 3<sup>RD</sup> STREET SIDEWALK EXTENSION.
- 3. **REVIEW** AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR ANAMOSA 2022 SIDEWALK PROGRAM.
- 4. **REVIEW** AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR SEWER REPLACEMENT BETWEEN FORD ST. AND N. HUBER ST. FROM WEBSTER STREET TO NORTH OF MAIN STREET.
- 7.4) **RESOLUTION** APPROVING THE APPOINTMENT OF INTERIM CITY ADMINISTRATOR/CLERK AND SETTING INTERIM SALARY. **ROLL VOTE.**
- 7.5) **RESOLUTION** APPROVING THE APPOINTMENT OF INTERIM POLICE LIEUTENANT AND SETTING INTERIM SALARY. **ROLL VOTE**.
- 7.6) **DISCUSSION** AND POSSIBLE ACTION CITY ADMINISTRATOR/CLERK SEARCH. PRESENTATION FROM MIDWEST MUNICIPAL CONSULTING, LLC (Elizabeth Hansen) WRITTEN PROPOSALS FROM LAST MEETINGS PRESENTATIONS FROM NEXT MOVE GROUP AND HINSON CONSULTING LLC.

#### 8.0) NEW BUSINESS

- 8.1) INTRODUCTION OF ERIN RUSH, LIBRARY DIRECTOR
  - 1. DISCUSSION AND POSSIBLE ACTION ON PLACEMENT OF STATUTE TO BE PURCHASED BY THE FRIENDS OF THE LIBRARY ON THE LIBRARY GROUNDS.
- 8.2) **RESOLUTION** APPROVING THE HIRING AND SETTING SALARY FOR PARK AND REC DEPARTMENT ADMINISTRATIVE ASSISTANT FOR FISCAL YEAR ENDING JUNE 30, 2022. **ROLL VOTE.**
- 8.3) **DISCUSSION** AND POSSIBLE ACTION ON THE PURCHASE OF A FIELD GROOMER FOR THE PARK AND REC DEPARTMENT. (Bruce Miell)
- 8.4) **REVIEW** AND APPROVAL OF APPLICATION OF JOSIAH SIMS TO JOIN THE ANAMMOSA VOLUNTEER FIRE DEPARTMENT.
- 8.5) **REVIEW** AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH SHIVE-HATTERY FOR THE FIRE STATION ADDITION PROJECT. (Ron Hinds)
- 8.6) **REVIEW** AND APPROVAL OF PAY APPLICATION NO. 3 TO BOOMERANG CORP IN THE AMOUNT OF \$104,321.90 FOR THE WELL NO. 6 BID PACKAGE 2.
- 8.7) **REVIEW** AND APPROVAL OF CURRENT BILLS

#### 9.0) <u>CITY ADMINISTRATOR'S REPORT:</u>

#### 10.0) <u>MAYOR AND COUNCIL REPORTS:</u>

- 10.1) MAYOR'S REPORT
- 10.2) COUNCIL REPORTS

- 11.0) PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA
- 12.0) ADJOURNMENT

## STATEMENT OF COUNCIL PROCEEDINGS March 14, 2022

The City Council of the City of Anamosa met in Regular Session March14, 2022 at the Anamosa Library and Learning Center and via Zoom at 6:00 p.m. with Mayor Rod Smith presiding. The following Council Members were present: Rich Crump, Jeff Stout, Kay Smith, Teresa Tuetken and Brooke Gombert. Absent: Alan Zumbach. Also present were Beth Brincks, City Administrator/Clerk, Dana Laidig, Deputy City Clerk, Shane Brown, Street Superintendent, Steve Agnitsch, Utilities Superintendent, Rob Young, Assistant Utilities Superintendent, and Jeremiah Hoyt, Police Chief. Iowa Code Chapter 21, as interpreted, permits public meetings to be held electronically.

Mayor Rod Smith called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present.

Pledge of Allegiance.

Motion by Crump, second by Gombert to approve the agenda. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Smith to approve the minutes of the February 28, 2022 Regular City Council meeting. Ayes: all. Nays: none. Motion carried.

The Mayor opened the public hearing on the proposed annual budget for fiscal year 2023 and setting levy rates at 6:02 pm. There were no verbal or written comments were received prior to the meeting. The Mayor asked if any member of the public or City Council had any comments and none were given. With there being no further comment, Crump made a motion, second by Smith to close the public hearing. Ayes: all. Nays: none. Motion carried. Hearing closed at 6:03 pm

Motion by Smith, second by Crump to approve Resolution 2022-13 adopting the fiscal year 2023 annual budget and setting levy rates. Roll vote. Ayes: Crump, Stout, Smith, Tuetken, Gombert. Nays: none. Absent: Zumbach. Motion carried.

Motion by Crump, second by Smith to approve Resolution 2022-14 approving the FY23 budgeted transfers. Roll vote. Ayes: Crump, Stout, Smith, Tuetken, Gombert. Nays: none. Absent: Zumbach. Motion carried.

Brent Hinson (Hinson Consulting, LLC) and Alex Metzger (Next Move Group, LLC) gave a presentation on their proposal for a City Administrator/City Clerk search. Elizabeth Hansen (Midwest Municipal Consulting, LLC) could not make it to the meeting but submitted her proposal. Motion by Stout, second by Crump to table this decision until Brent Hinson submits a proposal with an estimated cost. Ayes: all. Nays: none. Motion carried.

Nate Miller (Origin Design) gave a FEMA Gabion Wall and Division Street Bridge project update to the Council.

Motion by Crump, second by Smith to approve the proposal from Origin Design for the Dillion Military Bridge contingent upon Jones County's decision to fund a portion of the project. Ayes: all. Nays: none. Motion carried.

The City Attorney advised that new appointments will need to be made in order to be in compliance with gender balance laws. Stout agreed to step down and Smith agreed to replace him. Motion by Crump, second by Gombert to approve the removal of Stout from the Fire Department Board and to appointment of Smith. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Smith to approve the Change Order No. 2 for the Jordan Well No. 6 Project – Bid Package 2. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Crump to approve the Change Order No. 2 for the Jordan Well No. 6 Project – Bid Package 1. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Stout to approve Pay Application No. 2 to Boomerang Corp. in the amount of \$152,018.96 for the Well No. 6 Project – Bid Package 2. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Crump to approve Resolution 2022-15 hiring and setting salary for a Community Service Officer for fiscal year ending June 30, 2022. Roll vote. Ayes: Crump, Stout, Smith, Tuetken, Gombert. Nays: none. Absent: Zumbach. Motion carried.

Motion by Crump, second by Smith to approve Resolution 2022-16 hiring and setting salary for a Utilities Operator for fiscal year ending June 30, 2022. Roll vote. Ayes: Crump, Stout, Smith, Tuetken, Gombert. Nays: none. Absent: Zumbach. Motion carried.

Motion by Crump, second by Tuetken to approve Resolution 2022-17 authorizing the placement of funds in various depositories. Roll vote. Ayes: Crump, Stout, Smith, Tuetken, Gombert. Nays: none. Absent: Zumbach. Motion carried.

Motion by Smith, second by Crump to approve Resolution 2022-18 authorizing users and administrators for the City of Anamosa, Iowa Vendor Account. Roll vote. Ayes: Crump, Stout, Smith, Tuetken, Gombert. Nays: none. Absent: Zumbach. Motion carried.

Motion by Crump, second by Smith to approve sludge removal services from Midwest Injection, Cascade, Iowa. Ayes: Crump, Smith, Tuetken, and Gombert. Nays: Stout. Motion carried.

Motion by Gombert, second by Stout to approve the purchase of three (3) Bobcat lawn mowers for the Utilities, Street, and Park Departments. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Crump to approve the purchase of a New Holland skid loader to replace current loader for the Street Department. Ayes: Crump, Smith, Tuetken Gombert. Nays: Stout. Motion carried.

Motion by Crump, second by Smith to approve the purchase of a New Holland skid loader to replace current loader for the Utilities Department. Ayes: Crump, Smith, Tuetken. Nays: Stout, Gombert. Motion carried.

Motion by Crump, second by Stout to approve the Professional Services Agreement Amendment with Martin Gardner Architecture, P.C. for the Police Station Project. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Crump to approve the contract for Community Development Block Grant Services Amendment with East Central Iowa Council of Governments for the CDBG Downtown Façade Project. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Stout to approve the Professional Service Agreement Amendment with Martin Gardner Architecture, P.C. for the CDBG Downtown Façade Project. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Stout to approve holding the City Wide Clean Up on April 23, 2022 from 7:00 AM to Noon. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Tuetken to approve the liquor license renewal for Wal-Mart. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Smith to approve the current bills. Ayes: all. Nays: none. Motion carried.

Vendor Name	Payable Description	Total Payments
941 TAX EFT PAYMENT	SOCIAL SECURITY TAX	12783.53
ACCESS SYSTEMS LEASING	COPIER TRANSITIONAL BILLING	559.47
ALLIANT ENERGY	ELECTRIC	28846.07
AMAZON CAPITAL SERVICES	VORTEX OPTICS	111.47
AT&T MOBILITY	CELL PHONES	611.79
ATLANTIC COCA-COLA	LCC DISPENSER - BEVERAGES	378.75
BARRON MOTOR SUPPLY	BRAKE PAD SET	1096.74
BLACK HILLS ENERGY	GAS SERVICES	10872.29
BOOMERANG	WELL #6 BID PKG #2	152018.96
BSN SPORTS	BASKETBALLS - FLOOR TAPE	616
CHEMSEARCH	ECOSTORM PROGRAM	165
CITY OF ANAMOSA	FLEX - MEDICAL	157.38
CR LC SOLID WASTE AGENCY	DEBRIS DISPOSAL	73.92
DELTA DENTAL PLAN OF IOWA	DELTA DENTAL INSURANCE	1029.76
DIGITAL ALLEY, INC	FVHD DVR EXCHANGE	245
ECICOG	CDBG DTR ADMIN	4125
EMPLOYEE GROUP SERVICES LTD	SELF FUND INSURANCE DRAW	278.27
FAREWAY STORES, INC.	FATHER/DAUGHTER EVENT	539.7
FRAZIER/SPENCER	PHONE REIMBURSE	20
HENKE MANUFACTURING CORPORATION	V PLOW WEAR KIT	1851.52
HOME DECORATING CENTER	PAINT SUPPLIES	71.63
HOWARD R GREEN	WELL #6 CONST PHASE	11900.14
IOWA PARK & RECREATION	CPO CLASS	480
IOWA PRISON INDUSTRIES	UNIFORM SHIRTS EMBROIDERY	897.02
IPERS COLLECTIONS	IPERS	9190.48
JONES COUNTY ENGINEER	FUEL	3094.62
JONES COUNTY RECORDER	RECORDING FEE	12
KIECK'S	UNIFORMS	392
KIESLER'S POLICE SUPPLY	AMMO	269.93
KRAY/JEFF	PHONE REIMBURSEMENT	20
KUNKEL/DEREK	TRAINING REIMBURSEMENT	312
LEAF	COPIER SYSTEM	49.99
LODE/ERIC	PHONE REIMBURSEMENT	20

MARTIN GARDNER ARCHITECTURE	DOWNTOWN FACADE PHASE 2	11262
MEDIACOM	ONLINE SERVICE	79.49
MONTICELLO SPORTS	SHIRTS - SOCCER	41.7
MUNICIPAL SUPPLY, INC.	RADIO READ TOWER INSTALL	15844
NYEMASTER GOODE, P.C.	INTERNAL INVESTIGATION	8536.74
PINNEY/PAUL	REFUND - OVERPYMNT UTILITY	332.6
, -	BILL	
PUSH PEDAL PULL	EQUIPMENT SERVICE	2659.14
REDS TOWING/PETRO STOP, INC	VEHICLE MAINTENANCE	1785.13
SADLER POWER TRAIN	AIR FILTER	243.5
SECRETARY OF STATE	RENEWAL - NOTARY	30
SHADA/TIM	PHONE REIMBURSEMENT	20
SHAFFER PLBG & HTG	BATHROOM PARTITIONS	8938.19
SNYDER & ASSOCIATES INC.	2ND ST LIFT PHASE 2	20250
ST LUKES	WORK COMP	244
TAPKEN'S CONVENIENCE PLUS	FUEL	296.45
TECHNICOM, INC.	YRLY PHONE SYSTEM MAINT	461.37
THE HARTFORD	LTD	633.32
TREASURER STATE OF IOWA	STATE TAX	2031.95
TRUCK COUNTRY	HOSE	151.2
U.S. CELLULAR	CELL PHONES	262.38
UMB BANK, N.A.	INTEREST GO 2021	600
US POSTMASTER	POSTAGE - UTILITY BILLS	731.82
VSP Insurance Co	VSP INSURANCE	309.84
WALMART COMMUNITY CARD	FATHER-DAUGHTER EVENT	1332.43
WAPSI WASTE SERVICE, INC.	WASTE REMOVAL - RECYCLING	447
WELAND CLINCAL LABS	DRUG SCREEN	127
WELLMARK BLUE CROSS BLUE SHIEL	ALLIANCE HEALTH INSURANCE	20907.78
WELTER STORAGE EQUIPMENT CO.	LATERAL FILE	295
WOODWARD COMMUNITY MEDIA	ADS	1142.56
Total		343087.02

Beth Brincks, City Administrator/City Clerk presented her City Administrator's report.

Mayor and Council Reports: The Mayor had no report. Councilmember Tuetken reported that the Father/Daughter dance at the LLC was a success, they are continuing to update the racket ball courts, and holding a vendor fair soon. Councilmember Crump said that the Tourism Board will be having a meeting at Camp Courageous on March 22, 2022 from 5:00-7:00 pm.

Public Comments: Tom Durgin, Nancy Shaffer, and Chris Nelson offered public comment.

There being no further business to come before the Council the meeting adjourned at 8:06 pm.

ATTEST:	Rod Smith, Mayor
Dana Laidig, Deputy Clerk	



# Change Order

PROJECT: (Name and address)
Anamosa Downtown Revitalization
Facade Improvement Project
Downtown Business District (Multiple

Addresses) Anamosa, IA 52205

OWNER: (Name and address) City of Anamosa 107 South Ford Street Anamosa, IA 52205 CONTRACT INFORMATION:

Contract For: General Construction

Date: March 4, 2021

CHANGE ORDER INFORMATION:

Change Order Number: 022

Date: March 22, 2022

ARCHITECT: (Name and address)
Martin Gardner Architecture, P.C.

700 11th St., Ste. 200 Marion, IA 52302 CONTRACTOR: (Name and address)
Tricon General Construction, Inc.

1230 East 12th Street Dubuque, IA 52001

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached Tricon COR#20R for building 205 E Main dated March 17, 2022.

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be decreased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days. The new date of Substantial Completion will be unchanged.

\$ 913,980.00 \$ 29,163.18 \$ 943,143.18 \$ 3,539.00 \$ 939,604.18

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Martin Gardner Architecture, P.C.	Tricon General Construction, Inc.	City of Anamosa
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE	[Malk L. Fiduark SIGNATURE	SIGNATURE
Bethany Jordan, AIA, Project Architect PRINTED NAME AND TITLE 3/22/2022   08:22:49 PDT	Ronald L. Richard, Owner PRINTED NAME AND TITLE 3/22/2022   08:33:14 PDT	Rod Smith, Mayor PRINTED NAME AND TITLE
DATE	DATE	DATE



# Memorandum

To: City of Anamosa Date: March 28, 2022

From: Snyder & Associates

**RE:** Engineers' Report

## **CITY PROJECTS**

#### **WWTP Flow Equalization Basin**

We are working on getting plans ready for a 60% submittal to the DNR. We are planning to meet with Steve within the next couple of weeks to go over the plans and 60% submittal.

# 2nd Street Lift Station - Phase 2

We met with Public Works on March 1<sup>st</sup> and are working through their comments. We have been in contact with the consultant preparing the bridge plans to help minimize design conflicts.

## **Old Dubuque Road Extension and Roundabout**

All acquisition documents have been received. Construction permits have been received for sanitary and water. The project is on track for the April 19<sup>th</sup> letting date.



## STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form)

NOW ON THIS <u>22nd</u> day of	June ,	20 <u>20</u> , <b>Snyder</b>	& Associates, Inc.,
5005 Bowling Street, SW, Suite A,	Cedar Rapids, IA 52	.404, (hereinafter,	Professional), and
City of Anamosa, 107 South Ford S	St., Anamosa, IA 52	2205	
(hereinafter, Client) do hereby agre	эе as follows:		
<ol> <li>PROJECT: Professional agrees to pridentified as: <u>U.S. 151 Grade Separa</u></li> </ol>		vices (Services) for C	Client's project known and

- 2. **SCOPE** and **FEES**: The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
- 3. STANDARD OF CARE: In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of 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. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
  - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
  - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
  - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
  - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
- 4. CODE COMPLIANCE: Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
  - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

- 5. ESTIMATES OF PROBABLE CONSTRUCTION COST: Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
- 6. INFORMATION PROVIDED BY OTHERS: All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- 7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
- 8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
  - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
  - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
  - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
  - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- 9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
  - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
  - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
- 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
- 9.5. Review and examine (and shall seek the advice of an attorney, insurance counselor, financial and other advisors or consultants, as Client deems necessary relative to such review and examination) all studies, reports, sketches, drawings, specifications, proposals, alternate solutions, sample or proposed legal documents and other documents submitted by Professional and render to Professional written interim and/or final decisions thereto.
- 9.6. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
- 9.7. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
- 9.8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
- 10. INVOICING AND PAYMENTS: Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
  - 10.1.Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to accrued interest and then to unpaid principal.
  - 10.2.In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 18, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

- 11. INDEMNIFICATION: To the fullest extent permitted by law, the Professional hereby agrees as follows:
  - 11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.
  - 11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1.1 above).
  - 11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.
  - 11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.
- 12. MUTUAL WAIVERS: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 13. LIMITATION: In allocating the risks of this Project, Client agrees that: To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Professional and the Professional's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed, in the aggregate, the total compensation received by the Professional under this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted unless otherwise prohibited by law.
- 14. **OWNERSHIP OF INSTRUMENTS OF SERVICE**: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction

documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

- 14.1.Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.
- 14.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.
- 14.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.
- 14.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.
- 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES: The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.
- 16. RIGHT TO RETAIN SUBCONSULTANTS: The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

- 17. SUSPENSION OF SERVICES: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.
  - 17.1.If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.
  - 17.2.If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
- 18. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.
  - 18.1.The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.
  - 18.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.
  - 18.3.It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of lowa.
- 19. TERMINATION: In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.
  - 19.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.
  - 19.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- 19.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- 19.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- 19.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- 19.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- 19.3.In the event of any termination that is not the fault of the Professional, the client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.
- 20. THIRD-PARTY BENEFICIARIES: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.
- 21. ASSIGNMENT: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 16 above).
- 22. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 23. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services Exhibit

Exhibit B Braun Intertec Scope of Services Exhibit

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

City of Anamosa	(Client)	SNYDER & ASSOCIATES, INC. (Professional)
By Cool Some		ву: Xindeay Blaman
(Authorized agent)		(Authorized agent)
HOD SMITH		Lindsay Beaman
(Printed or typed signature)		(Printed or typed signature)

Route executed copy to: Cindy Spencer, Ankeny

## Anamosa U.S. 151 Grade Separation and Roundabout Exhibit A – Scope of Services

This project includes Project Administration, Preliminary Design, Final Design, and Construction Services for the following project:

Construction of a 2-span bridge over U.S. 151, approximately 700 feet north of 130<sup>th</sup> Street; construction of a single barrel reinforced concrete box culvert in an unnamed stream; construction of a 4-legged roundabout west of the proposed bridge; construction of connecting roadways south of the roundabout to Old Dubuque Road, north of the roundabout to Parham Drive, west of the roundabout to just west of an unnamed stream, and east of the roundabout over the proposed bridge and connecting to 130<sup>th</sup> Street. Includes a 10' wide trail from Old Dubuque Road, through the roundabout, and across the bridge. Also includes sidewalks where trail is not present.

The project will be financed through a combination of State and local funds, and will be let through the Iowa Department of Transportation as two separate contracts: an early contract, for site grading and drainage, and a later contract with paving and bridge construction.

Design will generally utilize the Iowa Statewide Urban Design and Specifications (SUDAS) design guidance. Design of features along U.S. 151 will meet the requirements of the Iowa DOT Design Manual. Bridge design over U.S. 151 and box culvert design will be per the Iowa DOT Bridge Design Manual.

The following services are included:

## **Project Administration**

Includes general project administration including scheduling, invoicing, and assignment of personnel. Also includes the following:

- Coordination with the Iowa Department of Transportation. Includes coordination with District 6 for work along U.S. 151, and establishment of a detour route during bridge beam setting; coordination with the Bridges and Structures Bureau for bridge design; and coordination with Local Systems for project design and letting.
- Coordination with the City of Anamosa and Jones County. Includes attendance at City Council Meetings throughout project development and construction, to advise the City on project progress and receive guidance on design questions.
- Coordination with utilities that have facilities within the project limits.
- Attendance at one or more public meetings to get input from the general public on the
  project. Includes development of a public meeting display and project modeling as
  necessary to show proposed improvements. Also includes collection of public comments,
  development of public meeting minutes, and correspondence as requested through public
  comments.
- Attendance at a field exam meeting with the Iowa DOT to discuss bridge design.

## **Grant and Funding Applications**

Snyder & Associates, Inc. will develop and submit funding applications for the project, as follows:

## Traffic Safety Improvement Program (TSIP) Funding Application (To be submitted by 8/15/20)

- 1. Prepare Iowa DOT TSIP funding application for street network improvements to reduce the number and severity of the existing crashes occurring at the U.S. 151 & Old Dubuque Road / 130<sup>th</sup> Street intersection.
- 2. Concept Improvements proposed geometric improvements concept drawing previously prepared and updated for the modified street network will be used. A functional description and concept drawing for proposed roadway and intersection improvements will be documented.
- 3. Construction Cost Opinion preliminary construction cost opinion prepared as part of the preliminary design will be used for the application.
- 4. TSIP Application Prepare TSIP application per Iowa DOT requirements, including the following:
  - a. Completion of application forms.
  - b. Project narrative including existing conditions, crash history, summary of recommended improvements and expected safety benefits.
  - c. Cost Opinion and breakdown of anticipated funding sources.
  - d. Proposed project schedule.
  - e. Graphics, including location map, intersection photos, aerial photo, and plan views of proposed roadway and intersection improvements
  - f. Traffic count data.
  - g. Coordination with CLIENT and Iowa DOT, and submittal of completed application to Iowa DOT by the August 15, 2020 deadline.

#### Revitalize Iowa's Sound Economy (RISE) Funding Request (To be submitted by 9/1/20)

- 1. Prepare Iowa DOT RISE (Local Development Project) funding application for street network improvements to provide a new connection to the developing industrial / business park located west of U.S. 151 on the north end of the modified street network concept.
- 2. RISE Application Prepare RISE application per Iowa DOT requirement, including the following:
  - a. Completion of application forms.
  - b. Narrative describing the proposed total economic development and describing how the proposed roadway will support the development. Include existing conditions and description of the transportation justification.
  - c. Location map / Concept Plan as developed for TSIP funding application, with RISE eligible limits identified.
  - d. Cost opinion and breakdown of anticipated funding sources as developed for TSIP funding application, with RISE eligible work broken out.
  - e. Letters of commitment from prospective or existing businesses or developers, as applicable.
  - f. Documentation that the proposed roadway is consistent with regional long-range transportation planning.

- g. Minority Impact Statement.
- h. Coordination with CLIENT and Iowa DOT, and submittal of completed application to Iowa DOT by the September 1, 2020 deadline.

<u>Urban-State Traffic Engineering Program (U-STEP) Funding Request (Can be submitted at any time)</u>

1. Prepare Iowa DOT U-STEP funding request for the U.S. 151 & Old Dubuque Road / 130<sup>th</sup> Street and U.S. 151 & Circle Drive intersection improvements associated with the improved street network.

The funding request would include developing a letter to be submitted by the CLIENT to Iowa DOT District 6. The analysis and documentation from the TSIP and RISE applications would be included for supporting documentation.

#### Survey

Snyder & Associates, Inc. shall perform field and office tasks required to collect topographic information deemed necessary to complete the Project. The CLIENT shall provide aerial photographic and other available mapping, including utilities, of the Project area. The specific survey tasks to be performed include the following:

#### A. Control Surveys

Snyder & Associates, Inc. will establish horizontal and vertical control for the Project area in accordance with industry standards. Each permanent control point or benchmark shall have horizontal coordinates or elevation, and shall provide monument tie notes including monument descriptions. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per USGS datum. Snyder & Associates, Inc. shall provide sufficient control for construction. If it is determined by the CLIENT that control is insufficient, Snyder & Associates, Inc. shall add control points.

## B. Topographic Survey

Snyder & Associates, Inc. will perform topographic surveys required for the development of the Project. Topographic surveys are anticipated to require detailed elevation information for proper construction installation, including, but not limited to:

- 1. Full width of the Public right-of-way
- 2. Private properties as determined by Snyder & Associates, Inc.
- 3. Driveway elevations where rehabilitation presents elevation concerns
- 4. Gutter and/or roadway profiles as necessary for drainage concerns or ultimate roadway profile condition needs
- 5. Sidewalk ramps and landings within the public right-of-way
- 6. Fences, signs, buildings, retaining walls, etc.
- 7. Vegetation 4" diameter and larger
- 8. Utility appurtenances likely to be impacted by the Project
- 9. Sanitary and storm sewer above ground structures and invert elevations
- 10. Water main above ground appurtenances

#### C. Utility Surveys

Public and private utility facilities will be identified through the Iowa One Call process. Snyder & Associates, Inc. shall perform utility surveys required for the development of the Project and shall establish coordinates and elevations (if possible) for utilities that fall within the limits of the Project and are visible.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the Project. Snyder & Associates, Inc. shall field locate visible valves and utility access within the Project limits to accurately account for adjustment and/or replacement. Underground utilities will be incorporated into the Project through map requests to the utility companies and drawn into the design file. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including power poles, pedestals, valves and manholes).

To minimize potholing needs (refer to 1.4), Snyder & Associates, Inc. shall remove existing water main valve covers and measure from the surface to the valve stem to estimate water main depth.

### D. Subsurface Utility Investigation

Subsurface Utility Investigation (i.e. potholing) is not included with this scope of services. If these services are deemed necessary by Snyder & Associates, Inc. and the CLIENT during the Project then these will be added by a supplemental agreement.

#### E. Right-of-Way Surveys, Plats and Exhibits

The CONSULTANT shall determine the location of existing Right-of-Way (ROW) and identify property owners adjacent to the Project. This task consists of researching record documents at the City and County and locating existing monumentation (including, but not limited to, property pins, government corners, and other monuments) along the corridor. All found monuments shall be shown in contract drawings.

The following lists the estimated number of acquisition documents. Snyder & Associates, Inc. shall provide 6 signed copies of each.

- 1. Right-of-way (fee title; plat signed by an LS) -2
- 2. Permanent easement (plat signed by an LS) -2
- 3. Temporary easement (exhibit; no signature required) -2

#### Structural Design

#### A. PRELIMARY DESIGN

- 1. Bridge Preliminary Design Bridge Type, Size and Location (TS&L) selection.
  - a. Minimum vertical clearance to be 16'-6" to low structure of the bridge.
  - b. Bridge span lengths determined to provide clearance for the required clear zone on U.S. 151.
  - c. Snyder & Associates, Inc. will prepare a Situation Plan and Site Plan for the bridge.
  - d. Bridge width to be in accordance with Iowa DOT and SUDAS Standards.

- e. Assumed bridge width will include two 12'-0" travel lanes, two 4'-0" shoulders and a 10'-0" raised trail with a TL-4 (2'-10") barrier rail and a TL-4 (2'-10") separation rail, and a pedestrian fence / rail.
- f. It is assumed the Iowa DOT will assist in development of aesthetic features by providing aesthetic concepts and Microstation files that utilize those same concepts; these files will be used as a basis for development of aesthetic details during Final Design for this project. Level of aesthetic details is assumed to be minimal to moderate, and may include: concrete formliner or thin brick veneer on piers and exterior face of barrier rail; ornamental rail. Modification to abutment wings or maskwalls are not anticipated.
- 2. Culvert Preliminary Design Culvert Type, Size and Location (TS&L) selection.
  - a. Culvert size and length to be determined during preliminary design.
  - b. Only design for a precast culverts will be developed.
  - c. Culvert barrel size is assumed to be an Iowa DOT standard cell size.
  - d. It is assumed there will be no or minimal aesthetic features.

#### **B. FINAL DESIGN**

- 1. Bridge Final Design Plans, Specifications and Estimate (PS&E).
  - a. Superstructure and substructure design to be in accordance with current AASHTO LRFD Specifications, 8<sup>th</sup> Edition, and Iowa DOT design policies.
  - b. Iowa DOT Standard plan sheets will be utilized as much as possible.
  - c. Plans will be completed in English units, Microstation V8i format.
  - d. It is assumed that bridge aesthetic concepts, identified during Preliminary Design, will be developed and incorporated into the Final Plan design and details.
  - e. The **PROFESSIONAL** shall submit a set of final plans developed to approximately 50% completion for review by the **CLIENT**. Details and plan sheets will be developed for special structural details and known utility conflicts.
  - f. The **PROFESSIONAL** shall submit 100% unapproved plans (Check Plans) along with an updated opinion of probable construction costs, and draft special provisions to the **CLIENT** and Iowa DOT for review. The **PROFESSIONAL** shall meet with the **CLIENT** to review their comments.
- 2. Culvert Final Design Plans, Specifications and Estimate (PS&E).
  - a. Design to be consistent with current Iowa DOT Bridge Design Manual, SUDAS and Iowa DOT Standard Specifications and detail standards.
  - b. Precast Culvert Option:
    - Iowa DOT LRFD precast culvert standards will be used for the main barrel section.
    - ii. Iowa DOT LRFD precast culvert end section standards will be used for the end sections.

### **Hydraulic Design and Permitting**

### A. Hydraulic Design (RCB Culvert):

- 1. Complete a hydrologic and hydraulic design for a culvert crossing of a tributary to Fawn Creek between 250<sup>th</sup> Avenue and the Anamosa High School Baseball/Softball complex. Snyder & Associates, Inc. will complete a hydrologic analysis of the drainage area and design a culvert in compliance with the City of Anamosa's design standards.
- 2. Develop a memo outlining the hydrologic and hydraulic analysis for review by City staff.
- 3. Scope assumes use of standard Iowa DOT precast or cast-in-place culvert.

## B. Permitting:

- 1. Because the drainage area to this site is below 2 square miles, no Iowa DNR permitting or floodplain modeling is anticipated or included in the scope.
- 2. The Professional will coordinate with the City of Anamosa's floodplain administrator regarding local floodplain permitting requirements for the proposed site.
- 3. A 404 joint permit application will be submitted to the USACE. Snyder & Associates, Inc. will act as the Authorized Agent throughout the permitting process. During this process, Snyder & Associates, Inc. will respond to inquiries from USACE. This task assumes that a Nationwide Permit (NWP) will be obtained from the USACE with no mitigation requirement.

#### C. Environmental Services:

#### Wetland & Stream Delineation:

- 1. Snyder & Associates, Inc. will provide Wetland and Stream Delineation for the culvert crossing location. The Delineation will be performed to determine the upper boundaries of wetland and stream areas at the project site. Snyder & Associates, Inc. will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search.
- 2. On-site visits will be performed to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed.
- Field work will be conducted during the growing season in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Midwest Supplement.
- 4. Snyder & Associates, Inc. will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.

Cultural Resources: Conduct a "windshield survey" to determine if any cultural resources will be impacted by the project.

## **Geotechnical Investigation**

See Attachment B for geotechnical scope.

#### Roadway Design

Roadway design services are separated into preliminary and final design tasks. The project will be designed using Microstation OpenRoads; plans will meet the requirements of the Iowa DOT Local

Systems I.M. 3.400 (Preliminary Plans) and 3.700 (Check and Final Plans). Design will be based upon the concept approved by the City of Anamosa and Jones County. CADD files showing concept layout will be provided by the County.

<u>Preliminary Design</u> includes design activities through 50% plans, as necessary to determine project right-of-way needs. The following tasks are included:

- Development of a Concept Statement for submittal to Iowa DOT Local Systems.
- Determination of design criteria and typical roadway sections.
- Design of roadway alignment and profiles.
- Design of roundabout geometry.
- Determination of limits of construction. This will be done through modeling.
- Preliminary traffic control on U.S. 151 for bridge construction. Includes preliminary detour determination.
- Preliminary drainage design.
- Preliminary water distribution design.
- Preliminary sanitary sewer design.
- Preliminary earthwork determination.
- Development of a preliminary cost estimate.

Plans will be submitted at the conclusion of preliminary design, and at various points during preliminary design as necessary for coordination with the Iowa DOT.

Upon completion of preliminary plans, proposed right-of-way will be designed.

<u>Final Design</u> includes design services as necessary to prepare a set of plans for letting through the Iowa DOT Office of Contracts. The following tasks are included:

- Detailed storm sewer design. Includes determination in intake size and location, pipe layout, sizing, flowlines, and design flows. Storm sewer layout and storm pipe profiles will be provided in the project plans.
- Detailed water distribution design along proposed east/west street alignment on west side of U.S. 151. Includes extension of pipework from current alignment along U.S. 151 within proposed ROW and hydrant placement. Does not include water crossing U.S. 151 as this already exists. Does not include water distribution improvements on east side of U.S. 151 as this work will be development driven.
- Detailed sanitary sewer collection design along proposed east/west street alignment on west side of U.S. 151. Includes pipe and manhole conveyance to tie into existing 12-inch Stallion Creek Trunk Sewer and extend eastward to RAB. Does not include sanitary sewer collection improvements on east side of U.S. 151 as this work will be development driven.
- Detailed intersection jointing and staking design. Includes curb return profiles, pavement slopes and spot elevations. Also includes joint layout and types. Information will be included in the project plans as L Sheets.
- Detailed sidewalk ramp design per ADA design requirements. Includes development of sidewalk staking sheets for inclusion in the project plans.
- Design of erosion control measures. Includes tabulations, plan view layout, and pollution prevention plan. Also includes NPDES permitting.

- Detailed safety design, including guardrail or barrier rail on the bridge, and cable guardrail on U.S. 151 at the bridge pier.
- Detailed traffic control design, including lane closures and shifts on U.S. 151. Includes detailed traffic control layouts as necessary.
- Project modeling, to create a finished surface for use by the Contractor in constructing the
  project. Use model as a basis for cross sections, to be cut at 50 foot intervals and included
  in the project plans.
- Determination of project bid items and quantities. Includes tabulations and estimate reference information. Determine earthwork from cross sections and modeling information; tabulate earthwork quantities in T Sheet tabulations.
- Development of cost opinions at check (90%) and final plan submittal.

It is assumed that the project will be let through the Iowa DOT using Iowa DOT bid items. Bid items will be entered into the Iowa DOT online bid items system prior to final plan submittal.

Check and Final Plans will be submitted according to Iowa DOT Local Systems I.M. 3.010, Attachment B (Submittal Dates).

During project letting, Snyder & Associates, Inc. will be available to answer contractor questions and develop addenda as necessary. Upon bid letting, the bids will be analyzed and an award recommendation will be made.

## Preliminary Sewer and Water Engineering Report

Preliminary study will be conducted to determine the extent of sanitary sewer collection and conveyance, as well as water distribution, necessary to serve the proposed expansion of residential development along the proposed project route, east and west of U.S. 151, as presented by the developer at the time of this agreement.

- Study to include existing sewer conveyance capacity and to identify limitations (from proposed development to wastewater treatment plant) via both Kaitlynn Ave and Stallion Creek Trunk Sewer. Also include existing water distribution conveyance capacity (including flow and pressure) identify limitations.
- Professional to identify alternative conveyance routes for development areas east of U.S. 151, including possible conveyance of sanitary sewer west across U.S. 151 in lieu of south along Kaitlynn Ave.
- The analysis will assume current typical sewer uses for residential, commercial, and
  industrial properties along the existing conveyance and distribution routes and does not
  include flow monitoring to determine current flow rates that exceed normal use conditions.
- CLIENT shall provide:
  - Water main pressure data, water plant operational data, existing fire flow data from hydrants within the City, and records and condition of existing water distribution system.
  - o Sanitary sewer lift station design capacity, lift station flow records, records and condition of existing sanitary sewer collection system.
- The results of the evaluation will be summarized with recommendations.

• Given the uncertainly of the report findings, additional scope may be required to design and develop construction documents for water and sanitary sewer improvements beyond the extension thereof identified in this professional services agreement.

#### **ROW Services**

1. Provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the Project. Mary Ann Carnock and Brian DePrez are employees of Snyder & Associates, Inc., and are state of Iowa licensed real estate sales persons with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker and a wholly owned subsidiary of Snyder & Associates, Inc.. Mary Ann Carnock and Brian DePrez will be designated as "Appointed Agents" and will represent the CLIENT in a "Buyer Exclusive Agency" capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for said public improvement project. CLIENT shall also be a CLIENT of Appointed Agent.

CLIENT does hereby request Appointed Agent to select, prepare and complete form documents for use incident as to a residential real estate transaction of four units or less, as provided by CLIENT. Such documents shall be limited to: (1) purchase offers or purchase agreements, provided the parties are given written notice that these are binding legal documents and competent legal advice should be sought before signing; (2) groundwater hazard statements; and (3) declaration of value forms.

CLIENT and PROFESSIONAL acknowledge and agree that the Appointed Agents are required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

#### IN REGARDS TO ACQUISITIONS, PROFESSIONAL WILL:

- a. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the Project;
- b. Complete a parcel file for each property involved with the Project in accordance with the needs of CLIENT and/or the Project requirements;
- c. Prepare legal descriptions and acquisition plats for each easement and/or fee title acquisition, if requested by CLIENT;
- d. If necessary, retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as "Appraiser") who, subject to the approval of the CLIENT, will be a

Subconsultant to Snyder & Associates, Inc.. The Appraiser or Broker will prepare appraisals, project data books and of brokers opinion of value, as needed. The Appraisers' work will be reviewed by a second party as approved by the CLIENT and as required by Local, State and /or Federal Right-of-Way acquisition procedures. The Appraiser will prepare, sign and furnish to Snyder & Associates, Inc. and the CLIENT appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT "Appraisal Policy & Procedures Manual". The CLIENT will review and forward written approval of all findings by the Appraiser; Snyder & Associates, Inc. will attempt to coordinate the appraisal process with the Iowa DOT appraisal valuations for consistency with same and neighboring properties.

- e. If necessary, retain and coordinate the services of an abstractor, who will be a Subconsultant to Snyder & Associates, Inc., who will prepare Certificates of Title for parcels where fee title and permanent easements are required.
- f. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review and approval of the CLIENT's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) Easements, and (4) release of tenant interest and leasehold claims;
- g. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.
- h. Make a good faith effort to acquire the necessary property within 90 days after a written offer has been submitted to the owner and tenant. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of Snyder & Associates, Inc., negotiations have reached an impasse;
- i. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, Snyder & Associates, Inc. will deliver as much of the file to the CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. Snyder & Associates, Inc., when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served by CLIENT to continue as additional services.

- j. Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.
- 2. <u>CLIENT'S RESPONSIBILITIES</u>. CLIENT understands and agrees that it will be responsible for and will provide the following, in a timely manner:
  - a. Provide all licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or Project;
  - b. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review and approve any and all legal documents prepared by Snyder & Associates, Inc..
  - c. Coordinate the timing and sequence of Snyder & Associates, Inc.'s Services with the Services of others to the Project;
  - d. Make interim and final decisions utilizing information supplied by Snyder & Associates, Inc.
  - e. Process Council Roll Calls/Requisitions.
  - f. Preform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

#### **Construction Services**

Upon project letting, Snyder & Associates, Inc., will invite the Contractor, subcontractors, Iowa DOT, and interested local authorities to a preconstruction meeting.

Snyder & Associates, Inc., will perform full time construction observation services throughout the duration of construction. Includes assurance testing and other tasks necessary to fulfill inspection requirements per the Iowa DOT Construction Manual.

Snyder & Associates, Inc. will administer the construction contract. Administration includes tasks shown in Local Systems I.M. 6.00. DocExpress will be used. Includes the following specific tasks:

- Determining working days used and sending weekly working day reports.
- Develop monthly payment applications.
- Develop contract change orders as necessary.
- Review submittals.
- Answer questions as they come up during construction.
- Upon completion of project construction, conduct an audit with Iowa DOT Local Systems.

#### **Project Costs**

All costs will be paid as a lump sum. Costs for the various tasks are as follows:

• Project Administration: \$36,000

Grant and Funding Applications: \$20,000

• Survey: \$33,000

• Structural Design (Bridge): \$129,800

• Structural Design (RCB Culvert): \$23,000

Hydraulic Design and Permitting: \$13,300

• Geotechnical Investigation: \$25,335

Preliminary Roadway Design: \$45,000

• Final Roadway Design: \$70,000

• Sewer/Water PER: \$20,000

• Utility Design: \$14,000

ROW Services: \$10,300

• Construction Services: \$260,300

Project total: \$700,000

## Schedule

The project will commence immediately upon contract approval. Anticipated schedule is as follows, though it is subject to change based on coordination with the Iowa DOT, County, and City.

- Survey: June 22, 2020 July 31, 2020
- TSIP Funding Application Submittal: August 15, 2020
- RISE Funding Application Submittal: September 1, 2020
- Anticipated Grading / Drainage Project Letting Date: November 16, 2021
  - o Concept Statement Submittal: 11-17-20
  - Preliminary Plan Submittal to Local Systems: 5-18-21
  - o Check Plan Submittal to Local Systems: 7-13-21
  - o Final Plan Submittal to Local Systems: 8-24-21
- Grading / Drainage Project Construction: Summer, 2022.
- Anticipated Paving / Bridge Project Letting: Fall, 2022

#### Fee Authorization

Per the direction of the City Council, Snyder & Associates, Inc. is authorized up to a fee of \$100,000 for the engineering services outlined herein. The Client shall authorize approval, via supplemental agreements to this contract, prior to Professional initiating services that would amount to accrual of fees beyond the \$100,000 authorized.



# STANDARD SUBCONSULTANT SERVICES AGREEMENT (modified)

<b>.</b>	and an entry of the state of th
NC	JW ON THIS 15 day of 3 μ14 20 20, Snyder & Associates, Inc.,
50	OW ON THIS 13 <sup>th</sup> day of July 20 ao, Snyder & Associates, Inc., 05 Bowling Street, SW, Suite A, Cedar Rapids, IA 52404, (hereinafter, Consultant), and
	aun Intertec Corporation,1901 16th Ave SW, Suite 2, Cedar Rapids, IA 52404
(h	ereinafter, Subconsultant) do hereby agree as follows:
1.	PROJECT: Consultant has entered into an agreement dated the _22_ day of, 20_20 (hereinafter, Prime Agreement) with City of Anamosa, 107 South Ford St, Anamosa, IA 52205
	(hereinafter, Client) to provide certain professional services for Client's project identified as:
	U.S. 151 Grade Separation and Roundabout (hereinafter, Project).

- SCOPE: Consultant hereby engages Subconsultant to perform for Consultant certain parts of said
  professional services for said Project (hereinafter, Part of the Project). The Scope of Subconsultant's Part of
  the Project and the fee(s) to be paid therefore is set forth on Exhibit A attached hereto and by this reference
  made a part of this Agreement.
- STANDARD OF CARE: In providing Services under this Agreement, the Subconsultant shall perform in a
  manner consistent with that degree of 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.
- 4. TIMELINESS and PERFORMANCE: Subconsultant will perform its Part of the Project with reasonable diligence and expediency consistent with sound professional practices and in the same manner, character, timing and sequence and with the same restrictions, duties, obligations and requirements as Consultant is required to perform said Part of the Project under the Prime Agreement. See Exhibit B Prime Agreement.
- INVOICE, PAYMENT: Subconsultant shall prepare itemized invoices in accordance with the requirements of the Prime Agreement, if any, and if not, in accordance with its standard invoicing practices and submit the invoice(s) to Consultant on a monthly basis.
  - **5.1.** Consultant shall, within a reasonable period of time, either approve these invoices or notify the Subconsultant of any invoice or part thereof not approved.
  - **5.2.** Consultant shall invoice the Client monthly for approved Subconsultant services and expenses and shall use reasonable and diligent efforts to collect payment from the Client.
  - **5.3.** The Consultant shall pay Subconsultant within ten (10) days of the time Consultant receives payment from the Client for Subconsultant's services and expenses. It is intended that payment(s) to Subconsultant will be made as and not before Consultant is paid by Client under the Prime Agreement.
- 6. INSURANCE: Subconsultant shall endeavor to obtain and maintain the following insurance policies with coverage and minimum limits as indicated for the period of design and construction of the Project and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. Subconsultant shall provide certificates of insurance showing the following limits of liability prior to commencing work on the project:
  - **6.1. COMMERCIAL GENERAL LIABILITY POLICY** with limits of \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate per project.
  - **6.2. COMMERCIAL AUTOMOBILE LIABILITY POLICY** with limits of \$1,000,000.00 each accident, combined single limits.

- **6.3.** WORKERS COMPENSATION POLICY as required by statute, including Employers' Liability, with limits of \$1,000,000.00
- **6.4.** PROFESSIONAL LIABILITY POLICY with limits of \$2,000,000.00 per claim and \$4,000,000.00 aggregate.
- 7. **ASSIGNMENT:** Subconsultant shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Consultant.
- 8. USE OF SUBCONSULTANT'S INSTRUMENTS OF SERVICE: All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Subconsultant for Subconsultant's Part of the Project are acknowledged to be instruments of service and shall remain the property of the Subconsultant. The Consultant and Client/Owner shall have an ownership and property interest in said instruments of service, whether or not the Project is completed. Consultant shall have the right to reproduce, publish, modify, revise, copy, and/or integrate Subconsultant's instruments of service with Consultant's or others' instruments of service for the Project to the extent and degree necessary for Consultant to satisfactorily complete its scope of services under the Prime Agreement. Any revisions, modifications, or changes made or reuse on another project without specific written verification and adaptation by Subconsultant for the specific purposes intended will be at user's sole risk and without liability or legal exposure to Subconsultant.

#### 9. CONSULTANT'S RESPONSIBILITIES: The Consultant will:

- 9.1. Provide all criteria and full information as to Client's and Consultant's requirements for Subconsultant's Part of the Project.
- 9.2. Make available to Subconsultant, Drawings, Specifications, schedules and other information, interpretations and data which were prepared by Consultant, or by others which are available to Consultant and which Consultant and Subconsultant consider pertinent to Subconsultant's Part of the Project.
- 9.3. Request Client to arrange for access to and make all provisions for Subconsultant to enter upon public and private property as required for Subconsultant to perform its services under this Agreement.
- 10. **TERMINATION:** After giving seven days written notice, this Agreement may be terminated by Consultant for any of the following reasons:
  - 10.1. Termination of the Prime Agreement:
  - 10.2. Suspension of the Prime Agreement for more than 90 days, consecutive or in the aggregate;
  - 10.3. Substantial failure of Subconsultant to perform in accordance with the terms of this Agreement and through no fault of Consultant;
  - 10.4. Assignment of this Agreement by Subconsultant to any other entity or person without the prior written consent of Consultant;
  - 10.5. For convenience and without cause.
- 11. MUTUAL INDEMNIFICATION: The Consultant and the Subconsultant mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
  - 11.1. In no event shall either party be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

- 11.2. Subconsultant's aggregate liability for all claims arising out of its professional or pollution liability and its defense obligation is limited to the lesser of those damages actually incurred and paid as a result of Subconsultant's negligence, or \$500,000.
- 12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, subconsultants, sub sub-consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is the primary form of dispute resolution. Each party shall bear their own legal costs and expenses. Mediation costs shall be shared equally by all of the parties to the mediation.
- 13. SEVERABILITY: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
- 14. SURVIVAL: Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 15. GOVERNING LAW AND JURISDICTION: The Consultant and the Subconsultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
- 16. **ENTIRE AGREEMENT AND MODIFICATIONS**. This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement,

Exhibit A Proposal for Geotechnical Exhibit B Prime Agreement
Evaluation
Exhibit Exhibit

contains the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties and if required, approved by Client.

SUBCONSULTANT:	CONSULTANT:
BRAUN INTEREC CORPORATION	SNYDER & ASSOCIATES, INC.
By: Justie A	By: Kindeay Blaman
(Authorized agent)	(Authorized agent)
Justin Humke	Lindsay Beaman
(Printed or typed signature)	(Printed or typed signature)

Route executed copy to:



Braun Intertec Corporation 1901 16th Avenue SW, Suite 2 Cedar Rapids, IA 52404 Phone: 319.365.0961 Fax: 319.365.1306 Web: braunintertec.com

June 16, 2020

Proposal QTB122185

Cindy Spencer, P.E. Snyder & Associates, Inc. 2727 SW Snyder Boulevard Ankeny, IA 50023

Re:

Proposal for a Geotechnical Evaluation

**Proposed Jones County Residential Development Roadway** 

Old Dubuque Road and US 151

Anamosa, lowa

Dear Ms. Spencer:

Braun Intertec respectfully submits this proposal to provide geotechnical services for the proposed Jones County Residential Development Roadway project in Anamosa, Iowa.

## **Our Understanding of the Project**

We understand that this project will consist of the construction of roadway for a new residential development near the intersection of Old Dubuque Road and US 151 in Anamosa, lowa. We understand that the proposed construction will include a bridge over US 151, approximately 5,000 linear feet city streets, a roundabout, a new box culvert, and utilities associated with the new development.

Additionally, we understand that future construction will include additional roadway and cul-de-sacs west of the creek, north of the proposed roundabout, and east of the proposed roadway connection to Old Dubuque Road. As requested, this future construction will not be included in our proposed investigation.

We were provided with a Site Plan (Sheet A.02), prepared by Snyder & Associates, that shows the location of the proposed bridge, culvert, and roadway construction. No grading plans were provided at this time, but based on our conversations with you, we understand that the proposed roadway grades will generally match the existing grade wherever possible. Additionally, we understand that approximately 25 feet of fill will be required to construct the abutments for the proposed bridge that carries the new roadway over US 151.

## **Purpose**

The purpose of this geotechnical evaluation is to gather information about the subsurface profile at the selected boring locations and, using that information, provide analyses and recommendations for the design and construction of the proposed bridge, culvert, and roadway.

Snyder & Associates, Inc. QTB122185 June 16, 2020 Page 2

## Scope of Services

The following tasks are proposed to complete the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

#### Site Access, Staking and Utility Clearance

Based on a cursory review of aerial photographs, it appears that the site is accessible to our drill rig. We anticipate that three borings will be drilled within lowa DOT right-of-way for the proposed bridge. We anticipate that traffic control will consist of a lane closure, roadwork ahead signs, and traffic cones. We will acquire the required permits (lowa DOT Area Maintenance Office) and other state, city, and/or county agencies, as applicable and coordinate with CARS511. We will coordinate our on-site activities with the City of Anamosa, the Iowa DOT, and landowners. Please provide contact information for landowners and city contacts prior to our mobilization to the site.

We will stake our boring locations using a GPS unit and coordinates obtained from Google Earth™. Alternatively, a firm specializing in surveying can locate the borings with more accuracy. Depending on access requirements, ground conditions, or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility. It should be noted that the lowa One Call system requires borings to be staked prior to the location of utilities. Therefore, it is important that the borings are staked at least 48 hours before the start of drilling to allow for the utility locates.

Prior to drilling or excavating, we will contact Iowa One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representatives are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

#### **Penetration Test Borings**

We propose to drill a total of fifteen (15) borings for the proposed construction. Three (3) borings will be drilled for the bridge, two (2) borings for the culvert, and ten (10) borings for the proposed roadway. We propose to drill eight (8) of the borings along the proposed roadway alignment to depths of approximately 15 feet and two (2) borings to depths of approximately 30 feet below existing grade near the proposed abutments of the new bridge. We propose to drill borings for the bridge to depths of 100 feet, and borings for the culvert to depths of 30 feet below existing grade. Based on a review of the available bedrock information on the IDNR database, we anticipate that the depth to bedrock in the area is greater than 200 feet. For the purposes of this proposal we anticipate that bedrock will not be encountered and that no bedrock cores will be taken.

Standard Penetration tests (with split-spoon sampling) or thin-walled tube samples will be taken at 2½-foot intervals to depths of 10 feet. If groundwater is encountered in the boreholes while drilling, the observed depth will be recorded on the boring logs.



Snyder & Associates, Inc. QTB122185 June 16, 2020 Page 3

#### **Borehole Abandonment**

Following the completion of drilling and water level measurements, the borings will be backfilled with soil cuttings from the drilling process. Soil borings will be topped with gravel to prevent subsidence of the boreholes.

Our drilling activities may also impact the crops or vegetation and may rut the surface to access boring locations. Restoration of crops or vegetation is not part of our scope of services.

#### Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory, where they will be visually classified and logged by the geotechnical engineering staff. To help classify the materials and estimate their engineering properties, we anticipate performing moisture content and density determinations, Atterberg Limits tests, unconfined compressive strength tests, consolidation tests, and CU-triaxial tests. All laboratory testing will be performed in accordance with ASTM or AASHTO Standards.

#### Report

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions. We will perform engineering analyses related to settlement and slope stability, subgrade treatment, and pavement design. Based on these analyses and our experience, we will prepare a report that will include:

- A sketch showing boring locations;
- Logs of the borings describing the materials encountered;
- Groundwater measurements and laboratory test results;
- Recommendations pertaining to the geotechnical aspects of the earthwork, pavements, culvert, and bridge design and construction.

We understand that S2, S3, and S4 IDOT Design Event submittals will not be required.

A digital copy of our report will be submitted to you. At your request, hard copies can be prepared for you or other project team members. If you anticipate that hard copies will be needed, please request them prior to the report being completed and forwarded to you so we can prepare a copy list for the recipients and distribute the additional reports expediently.

#### Cost

We will furnish our geotechnical evaluation services described in this proposal for a lump sum fee of \$25,335. Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.



Snyder & Associates, Inc. QTB122185 June 16, 2020 Page 4

# Schedule

We anticipate our field exploration can begin within 3 weeks of receipt of written authorization to proceed. The field exploration will take approximately six days to complete. We anticipate our report will be completed approximately 5 to 6 weeks after the completion of fieldwork; however, we will pass along results as they are obtained and reviewed. If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we will discuss this schedule prior to completing the remaining tasks.



Snyder & Associates, Inc. QTB122185 June 16, 2020 Page 5

# **General Remarks**

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. We appreciate the opportunity to present this proposal to you. It is provided in electronic format, so please retain a copy for your records and *return a signed copy to us in its entirety.* The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule. We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To have questions answered or schedule a time to meet and discuss our approach to this project further, please call us at 319.365.0961.

Sincerely,	
BRAUN INTERTEC CORPORATION	
Cham telwenger	Justin Hunke
Andrew Schweizer, PE Project Engineer	Justin D. Humke, PE Business Unit Manager
Attachments: General Conditions (1/1/18)	Basiliess offic manager
The proposal is accepted, and you are authorized to proce	ed.
Authorizer's Firm	
Authorizer's Signature	
ROD SMITH	
Authorizer's Name (please print or type)	
MAYOL Authorizer's Title	···
7/37/20 Date	



# **EXHIBIT A**

# PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

WHEREAS, the CLIENT requested reduction in services to remove the design and construction of the 2-span bridge over US 151; the reinforced concrete box culvert in an unnamed stream; and connecting roadways west of the roundabout to just west of an unnamed stream and east of the roundabout connecting to 130<sup>th</sup> Street; and

WHEREAS, preliminary planning and design of each of the bridge, box culvert, and west/east connecting roadways were conducted to the extent necessary to set the elevations and alignments of the 4-legged roundabout; and

WHEREAS, final plans and specifications of the Old Dubuque Road Extension north and south, including the 4-legged roundabout, have been prepared and submitted to DOT for approval for a scheduled April 19, 2022 letting and construction is scheduled for June 2022 through 2023;

This amendment has been prepared to reconcile the work that has been completed and compensated for to date, and to clarify the remaining scope and fee, and generally includes the following:

# **SCOPE OF WORK COMPLETED TO DATE**

# 1.0 Project Administration

The PROFESSIONAL performed general project administration including scheduling, invoicing, project coordination, and assignment of personnel.

# **2.0** Granting and Funding Applications

The PROFESSIONAL developed and submitted funding applications for Revitalize Iowa's Sound Economy (RISE) and the Federal-aid SWAP Surface Transportation Block Grant (STBG-SWAP). Funding in the amount of \$1,326,000 was received for the project.

# 3.0 Survey

The PROFESSIONAL completed survey on the entirety of the project to collect topographic information needed to design the project. This data will continue to be applicable for final design of the remaining elements, however this does not preclude the need for additional survey as existing conditions may change over time.

# 4.0 Structural Design

The PROFESSIONAL completed the preliminary design and draft situation plan for the future bridge spanning over US 151 and site plan was developed noting bridge type, size, and location (TS&L). This preliminary design included the assumptions that the State of Iowa intends to realign the southbound lanes of US 151 which impacts placement of bridge piers.

# 5.0 Hydraulic Design and Permitting

The PROFESSIONAL completed the hydrologic and hydraulic design for the culvert crossings over the unnamed creeks at the west end of the site. A draft wetland and stream delineation report and a cultural resource analysis was completed in accordance with the original agreement. This data will continue to be applicable for final design of the remaining elements, however this does not preclude the need for additional study and design elements and conditions may change over time.

# 6.0 Geotechnical Investigation

The PROFESSIONAL completed the geotechnical investigations needed for planning and design of the entire project limits, as outlined in the original agreement.

# 7.0 Roadway Design

The PROFESSIONAL completed the design of the Old Dubuque Road Extension including the single lane 4-legged roundabout, the connecting roadway south of the roundabout to Old Dubuque Road, north of the roundabout to Parham Drive, related planning and design of storm sewer, water main extension, sanitary sewer extension, and trail.

# 8.0 ROW Services

The PROFESSIONAL prepared the acquisition documents and negotiated permanent and temporary property acquisitions as outlined in the original agreement.

# **SCOPE OF REMAINING PROFESSIONAL SERVICES**

The remaining Scope of Services to be performed by the PROFESSIONAL is hereby restated and/or amended to include the following tasks:

# 1.0 Construction Administration

# 1.1 Preconstruction Conference

The PROFESSIONAL shall schedule and hold a pre-construction meeting to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction. The PROFESSIONAL shall be responsible for the meeting notices, facilitating the meeting, and meeting minutes.

## 1.2 Contractor Payment Requests

The PROFESSIONAL shall prepare and review the requests of the contractor for progress payments and shall approve a request, based on site observations, which recommends payments and is a declaration that the contractor's work has progressed to the point indicated.

# 1.3 Reimbursement Claims

The PROFESSIONAL shall prepare claims for CLIENT reimbursement by the Iowa DOT in accordance with the executed Funding Agreement dated January 24, 2022.

## 1.4 Shop Drawings

The PROFESSIONAL shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.

# 1.5 Change Orders

The PROFESSIONAL shall negotiate and prepare change orders for approval by the CLIENT.

#### 1.6 General Coordination

The PROFESSIONAL shall assist with property owner coordination and organize, schedule, and attend bi-weekly construction meetings throughout the duration of the construction.

# 1.7 Substantially Complete and Final Site Observation

The PROFESSIONAL shall perform a site observation alongside CLIENT and Iowa DOT representatives to determine if the Project is substantially complete according to the plans and specifications and make a recommendation on final payment. This shall include the development of a punch list of items to be completed by the contractor for completion along with subsequent site review and correspondence.

# 1.8 Completion Period

If the Contractor does not meet the completion period requirements, or if change orders or Project additions require additional construction time, the PROFESSIONAL will be compensated for any additional administration, construction observation, and staking services when authorized by the CLIENT.

# 1.9 Final Acceptance

It is understood that the CLIENT will accept any portion of a Project only after recommendation by the PROFESSIONAL. Final acceptance of a Project by the CLIENT shall not release the Contractor from responsibility that the work is free of defects in materials and workmanship.

# 1.10 Record Drawings

The PROFESSIONAL shall furnish reproducible "red-line" record drawings for the PROJECT. Such record drawings may contain a waiver of liability phrase regarding unknown changes made by the Contractor without CLIENT/CONSULTANT approval. The record drawings may include new water main fittings and valve locations and elevations, new storm sewer pipe flowline elevations and slopes, and new sanitary sewer main flowline elevations and slopes.

# 2.0 Construction Staking

The PROFESSIONAL shall be responsible for providing construction staking for the Project. The construction documents will contain a provision that the PROFESSIONAL will provide one set of stakes for each construction operation of the Project. Any staking that is destroyed due to construction will be replaced at the Contractor's expense.

# 2.1 Reestablishment of Monuments

After completion of construction, the PROFESSIONAL shall perform field survey as required to verify which monuments found during the original survey and identified in the construction plans, if any, were disturbed or removed during construction. All disturbed or missing monuments shall be reset at their original location and a Monumentation Preservation Certificate in accordance with Iowa Code Section 355.6A shall be prepared and filed with the Jones County Recorder.

# 3.0 Construction Observation

The PROFESSIONAL will provide periodic site observation for the Project during the Construction Phase. The time spent on site is dependent upon the Contractor's schedule, rate of progress, and type of work. It is estimated that full-time observation services will be provided. If a Contractor requests a waiver of any provisions of the plans and specifications, the PROFESSIONAL will make a recommendation to the CLIENT on the request. The PROFESSIONAL will give guidance to the Project during the construction period, including the following:

# 3.1 Observation

Observation of the work for general compliance with plans and specifications.

# 3.2 Record/Log

Keep a record of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.

## 3.3 Resident Construction Services

Provide the CLIENT with representation at the job site during the Construction Phase of the Project, which results in an increase in the probability that the Project will be constructed in substantial compliance with the plans and specifications. However, such Resident Services do not guarantee the Contractor's performance. Nor do such Resident Services include responsibility for construction means, techniques, procedures or safety used in constructing the work described in this agreement.

# 3.4 Testing/Monitoring

The PROFESSIONAL will coordinate the acceptance testing and monitoring according to the specifications, including the services provided by an independent testing laboratory. Testing services by an independent laboratory may be performed on behalf of the PROFESSIONAL and included with subsequent invoices. The PROFESSIONAL shall provide PCC air, slump testing and strength (if maturity is not utilized), certified plant monitoring, and aggregate testing. It is anticipated that the Contractor will be responsible for compaction, moisture and density, and special compaction testing.

# AMENDED COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall compensate the PROFESSIONAL in accordance with the terms and conditions of this Agreement. Fees will be based on the then current hourly rates and fixed expenses (current CONSULTANT Fee Schedule is included). Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties. The table below provides an amended estimated budget summary.

TASK	ORIGINAL	AMENDED	CHANGE
	FEE	FEE	
Project Administration:	\$36,000	\$36,000	\$ -
Grant and Funding	\$20,000	\$20,000	\$ -
Applications:			
Survey:	\$33,000	\$33,000	\$ -
Structural Design (Bridge):	\$129,800	\$19,100	\$(110,700)
Structure Design (RCB	\$23,000	\$ -	\$(23,000)
Culvert):			
Hydraulic Design and	\$13, 300	\$13,300	\$ -
Permitting:			
Geotechnical Investigation:	\$25,300	\$25,300	\$ -
Preliminary Road Design:	\$45,000	\$45,000	\$ -
Final Road Design:	\$70,000	\$55,000	\$(15,000)
Sewer/Water PER:	\$20,000	\$ -	\$(20,000)
Utility Design:	\$14,000	\$14,000	\$ -
ROW Services:	\$10,300	\$10,300	\$ -
Construction Services:	\$260,300	\$250,000	\$(10,300)
Project Total:	\$700,000	\$516,000	\$(179,000)

# **RESOLUTION NO. 2022-19**

# RESOLUTION AUTHORIZING ACCEPTANCE OF REAL PROPERTY DONATED TO THE CITY OF ANAMOSA, IOWA, BY BULLNOSE, LLC

**WHEREAS,** Bullnose, LLC desires to donate the real property ("Property") described in exhibit A – Right-of-way Acquisition Plat, to the City of Anamosa, Iowa, for public use:

**WHEREAS,** the City Council of the City of Anamosa, Iowa, desires to accept the donation of the Property from Bullnose, LLC.

# NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ANAMOSA, IOWA:

<u>SECTION 1</u>: Acceptance of the donation and title to the Property is declared to be in the best interest of the City of Anamosa, Iowa, and its residents.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute and enter into an Agreement to Donate Real Property with Bullnose, LLC; to accept title to the Property from Bullnose, LLC on behalf of the City of Anamosa, Iowa; and to take such further actions as may be necessary to effectuate acceptance the above-described donation.

Councilmember	introduced the foregoing <b>Resolution No. 2022-19</b> and moved for
its adoption. Councilmember	seconded the motion to adopt. The roll was called
and the following indicates the r	esult of the vote.

COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
SMITH				
TUETKEN				
ZUMBACH				
STOUT				
GOMBERT				

**PASSED** and **APPROVED** by the City Council of the City of Anamosa, Iowa,

on this 28th day of March 2022.		
ATTEST:	Rod Smith, Mayor	
Beth Brinks City Clerk		

# Fxhihit A

#### **RIGHT-OF-WAY ACQUISITION PLAT** DESCRIPTION THAT PART OF PARCEL 2010-100 ACCORDING TO THE PLAT OF SURVEY RECORDED IN PLAT BOOK T, PAGE 196 AT THE JONES COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS: COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 85 NORTH, RANGE 4 WEST OF THE $5^{\rm m}$ P.M., JONES COUNTY, IOWA; THENCE NORTH 88° 46' 37" EAST 631.04 FEET ALONG THE NORTH LINE OF SAID PARCEL 2010-100 TO THE POINT OF BEGINNING: THENCE CONTINUING NORTH 88° 46' 37" EAST 107.77 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID PARCEL 2010-100; THENCE SOUTH 32° 00' 51" WEST 277.41 FEET ALONG THE EAST LINE OF SAID PARCEL 2010-100: INDEX LEGEND SURVEYOR'S NAME / RETURN TO: JAVEYOR'S NAME / RETURN TO: WALTER HURL BUTT SNYDER & ASSOCIATES, INC. 5005 BOWLING ST. SW SUITE A CEDAR RAPIDS, IOWA 52404 319-362-9394 THENCE NORTH 57° 59' 09" WEST 80.00 FEET: THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS \$43.00 FEET. WHOSE ARC LENGTH IS 302.00 FEET AND WHOSE CHORD BEARS SOUTH 74° 17' 34" whurlbutt@snyder-associates.com SERVICE PROVIDED BY: SNYDER & ASSOCIATES, INC. SURVEY LOCATED: WEST 298,13 FEET: THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 477.00 FEET, WHOSE ARC LENGTH IS 283.42 FEET AND WHOSE CHORD BEARS SOUTH 73° 12' 16" WEST 279.27 FEET; PARCEL 2010-100 THENCE SOUTH 50° 31' 25" WEST 67.45 FEET: THENCE SOUTH 39° 12' 21" WEST 67.45 FEET: THENCE SOUTH 28° 48' 14" WEST 38.37 FEET: REQUESTED BY: CITY OF ANAMOSA THENCE SOUTH 19° 19' 06" WEST 38.37 FEET: THENCE SOUTH 05° 05' 24" WEST 69.09 FEET: PREPARED FOR THENCE SOUTH 47° 53' 31" EAST 65.48 FEET: CITY OF ANAMOSA THENCE SOUTH 78° 14' 01" EAST 54.16 FEET: OLD DUBUQUE ROAD EXTENSION AND ROUNDABOUT THENCE SOUTH 11° 45' 59" WEST 72.47 FEET: DATE OF SURVEY THENCE NORTH 89° 01' 51" WEST 71.82 FEET; 8-17-2020 THENCE SOUTH 68° 17' 01" WEST 112.79 FEET; DEED HOLDER THENCE SOUTH 12° 47' 11" WEST 49.43 FEET: BULLNOSE LLC P.O. BOX 106 THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 477.00 FEET, WHOSE ARC LENGTH IS 269.21 FEET AND WHOSE CHORD BEARS SOUTH 04° 22' 24" EAST 265.65 FEET; ANAMOSA, IA 52205 THENCE SOUTH 20° 32' 30" EAST 162.08 FEET: THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 543.00 FEET, WHOSE ARC LENGTH IS 213.66 FEET AND WHOSE CHORD BEARS SOUTH 09° 16' 06" EAST 212.30 FEET; LEGEND Survey Found Set 0 1/2" Rebor, Yellow Cop #22020 (Unless Otherwise Noted) THENCE SOUTH 02° 00' 17" WEST 34.20 FEET TO THE EAST LINE OF Section Cerner, as Noted SAID PARCEL 2010-100; R.O.W. RAIL 5/8" Iron Rod, Aluminum Cop Stamped Iowa DOT THENCE SOUTH 34° 14' 58" WEST 0.27 FEET ALONG SAID EAST LINE; 1/2" Iron Rod, Yellow Cop #9647 THENCE SOUTH 34° 23' 12" WEST 296,33 FEET ALONG SAID EAST LINE TO THE EAST LINE OF PARCEL 2012-146 (PLAT OF SURVEY RECORDED R 5/8" Iron Rod, Yellow Cap #6581 Platted Distance IN PLAT BOOK U. PAGE 88 AT THE JONES COUNTY RECORDER'S Measured Bearing & Distance Recorded As Deed Distance THENCE NORTH 26° 46' 43" EAST 119.66 FEET ALONG SAID EAST LINE Calculated Distance C OF PARCEL 2012-146; Acquisition 14 SALA.

# DESCRIPTION CONTINUED

THENCE NORTH 11° 15' 19" EAST 110.31 FEET ALONG SAID EAST LINE OF PARCEL 2012-146:

THENCE SOUTH 79° 32' 32" EAST 20.02 FEET:

THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 47:00 FEET, WHOSE ARC LENGTH IS 258.08 FEET AND WHOSE CHORD BEARS NORTH 05° 02° 31° WEST 254.94 FEET;

THENCE NORTH 20° 32' 30" WEST 162,08 FEET:

THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 543.00 FEET, WHOSE ARC LENGTH IS 195.02 FEET AND WHOSE CHORD BEARS NORTH 10° 15' 10" WEST 193.97 FEET:

THENCE NORTH 00° 02' 09" EAST 228.97 FEET:

THENCE NORTH 44° 57' 51" WEST 53.39 FEET:

THENCE NORTH 84° 02' 25" WEST 52,64 FEET;

THENCE NORTH 01° 58' 51" EAST 74.45 FEET;

THENCE NORTH 86° 10' 31" EAST 151.47 FEET:

THENCE NORTH 52° 08' 03" EAST 41.49 FEET:

THENCE NORTH 25° 34' 39" EAST 92.56 FEET:

THENCE NORTH 35° 06' 48" EAST 55.55 FEET:

THENCE NORTH 44° 38' 58" EAST 27,78 FEET;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 543.00 FEET, WHOSE ARC LENGTH IS 431.94 FEET AND WHOSE CHORD BEARS NORTH 67° 26' 16" EAST

THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 477.00 FEET, WHOSE ARC LENGTH IS 461.98 FEET AND WHOSE CHORD BEARS NORTH 62" 28" 48" EAST 444, 14 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.46 ACRES (194,261 SQUARE FEET) MORE OR LESS.



t hereby certify that this land surveying docume t normaly earnly was this land surveying docume was prepared and the relatic survey work was performed by me or under my direct personal supportion and that I am a duly licensed Professional Land Surveyor under the laws of the

diam. Halen 1/3/2022

Walter T. Hurbutt, P.L.S. Date

License Number 22020 My License Renewal Date is December 31, 2023

Pages or sheets covered by this seat: Sheets 1 and 2 of 2.

> 1200520 Sheet 1 of 2

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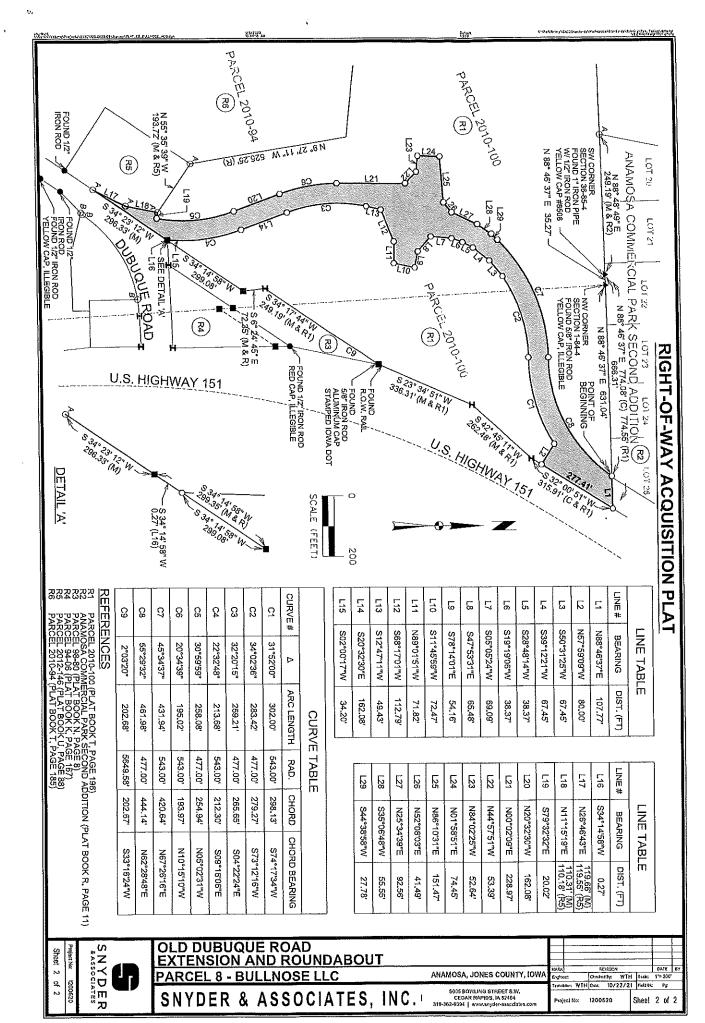
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Stake Sheet

10/22/21

ANAMOSA, JONES COUNTY, IOWA

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# **RESOLUTION NO. 2022-20**

# RESOLUTION ESTABLISHING THE FAIR MARKET VALUE AND AUTHORIZING THE ACQUISITION OF EASEMENTS THROUGH CERTAIN REAL PROPERTY IN THE CITY OF ANAMOSA, IOWA

WHEREAS, the City of Anamosa "City" intends to acquire permanent and temporary easements "Property" through certain real property as shown on Permanent Easement Exhibit A with Bullnose, LLC, Temporary Easement Exhibit B with Bullnose, LLC, Temporary Easement Exhibit C with Lonie R. Hinrichsen Trust, Temporary Easement Exhibit D with Thomas and Jan Dole, Temporary Easement Exhibit E with John and Jackie White, Temporary Easement Exhibit F with Jones County, and Temporary Easement Exhibit G with the Anamosa Community School District attached hereto for the purpose of constructing an extension of Old Dubuque Road for public use; and

WHEREAS, City has caused an appraisal of the easements to be made and the following compensation is requested: Bullnose, LLC waived compensation, Lonie R. Hinrichsen Trust \$150.00, Thomas and Jan Dole \$250.00, John and Jackie White \$75.00, Jones County waived compensation, and the Anamosa Community School District waived compensation; and

**WHEREAS,** the City Council of the City of Anamosa, Iowa, desires to accept and execute the permanent and temporary easements.

# NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ANAMOSA, IOWA:

SECTION 1: Acceptance of the per	manent and temporary	y easements through	1 the Property
is declared to be in the best interest of the C	ity of Anamosa, Iowa	a, and its residents.	

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute an
enter into permanent and temporary easements on behalf of the City of Anamosa, Iowa; and t
take such further actions as may be necessary to effectuate acceptance the above-describe
agreements.

Councilmember	introduced the foregoing Resolution No. 202	<b>22-20</b> and moved for
its adoption. Councilmember	seconded the motion to adopt.	The roll was called
and the following indicates the r	esult of the vote.	

COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
SMITH				
TUETKEN				
ZUMBACH				
STOUT				
GOMBERT				

# PASSED and APPROVED by the City Council of the City of Anamosa, Iowa, on this 28<sup>th</sup> day of March 2022. Rod Smith, Mayor ATTEST: Beth Brinks, City Clerk

# PERMANENT DRAINAGE EASEMENT EXHIBIT A DESCRIPTION - DRAINAGE EASEMENT 'A' A PERMANENT DRAINAGE EASEMENT ON THAT PART OF PARCEL 2010-100 ACCORDING TO THE PLAT OF SURVEY RECORDED IN PLAT BOOK T, PAGE 196 AT THE JONES COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 85 NORTH, RANGE 4 WEST OF THE 5 P.M., JONES COUNTY, IOWA;

THENCE NORTH 88° 46' 37" EAST 631.04 FEET ALONG THE NORTH LINE OF SAID PARCEL 2010-100;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 477.00 FEET, WHOSE ARC LENGTH IS 299.54 FEET AND WHOSE CHORD BEARS SOUTH 522 432 25\* WEST 294.64\* FEET TO THE POINT OF BEGINNING.

THENCE SOUTHWESTERLY ALONGA CURVE CONCAVE NORTHERLY WHOSE RADIUS 1S 477.00 FEET. WHOSE ARC LENGTH IS 20.00 FEET AND WHOSE CHORD BEARS SOUTH 71° 54′ 52′ WEST 20.00 FEET TO REFERENCE POINT 'A';

THENCE NORTH 18° 05' 08" WEST 35.00 FEET:

THENCE NORTH 71° 54' 52" EAST 20.00 FEET:

THENCE SOUTH 18° 05' 08" EAST 35.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 701 SQUARE FEET MORE OR LESS.

AND

INDEX LEGEND

319-362-9394

SURVEY LOCATED:

REQUESTED BY:

8-17-2020

PARCEL 2010-100

CITY OF ANAMOSA

CITY OF ANAMOSA

PREPARED FOR

OLD DUBUQUE ROAD EXTENSION AND ROUNDABOUT

DEED HOLDER

ANAMOSA, IA 52205

**BULLNOSE LLC** 

LEGEND

R.O.W. RAIL

Platted Distance Measured Bearing & Distance

Calculated Distance

Recorded As

Deed Distanc

Centerline

Easement

DATE OF SURVEY

1/2 Rebor, Yellow Cup #22020

(Unless Otherwise Noted)

1/2" Iron Roc. Yellow Cop #9647 5/6" Iron Rod, Yellow Cap ±6581

Section Corner, as Neted

5/8" from Rod, Aluminum Cop Stamped lows DOT

SURVEYOR'S NAME / RETURN TO:

CEDAR RAPIDS, IOWA 52404

whuributt@snyder-associates.com SERVICE PROVIDED BY:

SNYDER & ASSOCIATES, INC.

WALTER HURLBUTT SNYDER & ASSOCIATES, INC. 5005 BOWLING ST. SW SUITE A

## **DESCRIPTION - DRAINAGE EASEMENT 'B'**

COMMENCING AS A POINT OF REFERENCE AT SAID REFERENCE POINT 'A';

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 477.00 FEET, WHOSE ARC LENGTH IS 142.44 FEET AND WHOSE CHORD BEARS SOUTH 81° 40° 15' WEST 141.92 FEET: THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 543.00 FEET, WHOSE ARC LENGTH IS 431.94 FEET AND WHOSE CHORD BEARS SOUTH 67" 26' 16" WEST 420.64 FEET;

THENCE SOUTH 44° 38' 58" WEST 27.78 FEET:

THENCE SOUTH 35° 06' 48" WEST 55.55 FEET:

THENCE SOUTH 25° 34' 39" WEST 9.19 FEET TO REFERENCE POINT 'B', SAID POINT ALSO BEING THE POINT OF BEGINNING:

THENCE SOUTH 25° 34' 39" WEST 20.01 FEET TO REFERENCE POINT 'C':

THENCE NORTH 62° 29' 42" WEST 54.51 FEET;

THENCE NORTH 27° 31' 21" EAST 20.00 FEET;

THENCE SOUTH 62° 29' 42" EAST 53.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.083 SQUARE FEET MORE OR LESS.

#### DESCRIPTION - DRAINAGE EASEMENT 'C'

COMMENCING AS A POINT OF REFERENCE AT SAID REFERENCE POINT 'B':

THENCE SOUTH 62° 29' 42" EAST 53.83 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING SOUTH 62° 29' 42" EAST 27.78 FEET;

THENCE SOUTH 26° 42' 07" WEST 20.00 FEET:

THENCE NORTH 26° 42' 07" WEST 26.33 FEET;

THENCE NORTH 19° 19' 06" EAST 13.28 FEET:

THENCE NORTH 28° 48' 14" EAST 6.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 549 SQUARE FEET MORE OR LESS.

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# DESCRIPTION - DRAINAGE EASEMENT 'D'

COMMENCING AS A POINT OF REFERENCE AT SAID REFERENCE POINT 'C':

THENCE SOUTH 25° 34' 39" WEST 63,36 FEET;

THENCE SOUTH 52° 08' 03" WEST 41.49 FEET:

THENCE SOUTH 86° 10' 31" WEST 107.35 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 86° 10' 31" WEST 20.01 FEET TO REFERENCE POINT 'D';

THENCE NORTH 02° 30' 29" WEST 26.48 FEET;

THENCE NORTH 87° 29' 31" EAST 20.00 FEET;

THENCE SOUTH 02° 30' 29" EAST 26.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 525 SQUARE FEET MORE OR LESS.

AND

#### **DESCRIPTION - DRAINAGE EASEMENT 'E'**

COMMENCING AS A POINT OF REFERENCE AT SAID REFERENCE POINT 'D':

THENCE SOUTH 86° 10' 31" WEST 24.12 FEET

THENCE SOUTH 01° 58' 51" WEST 74.45 FEET:

THENCE SOUTH 84° 02' 25" EAST 52.64 FEET:

THENCE SOUTH 44° 57' 51" FAST 53.39 FEET:

THENCE SOUTH 00° 02' 09" WEST 228 97 FEET

THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 543.00 FEET AND WHOSE ARC LENGTH IS 195.02 FEET AND WHOSE CHORD BEARS SOUTH 10° 15° 10° EAST 193.97 FEET:

THENCE SOUTH 20° 32' 30" EAST 32,20 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 20° 32' 30" EAST 20.00 FEET:

THENCE SOUTH 69° 27' 30" WEST 32.00 FEET:

THENCE NORTH 20° 32' 30" WEST 20.00 FEET;

THENCE NORTH 69° 27' 30" EAST 32.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 640 SQUARE FEET MORE OR LESS.

22020

I hereby cortify that this land surveying document I noroby corely that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly legescol Professional Land Surveyor under the laws of the

1/3/2022 Walter T. Hurlbutt, P.L.S.

My Elcense Renewal Oate is Decomber 31, 2023.

Pones or sheets covered by this seat: Sheets 1 and 2 of 2.

roject No: 1200620 Sheet 1 of 2

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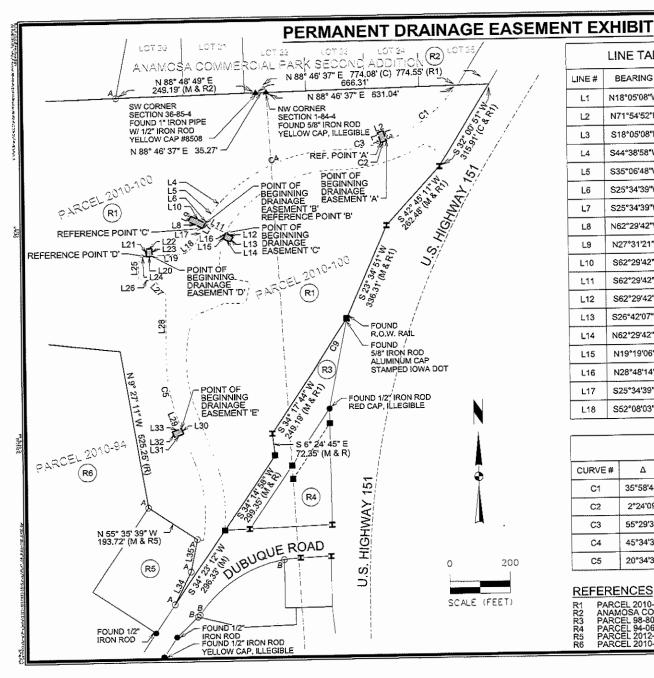
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LINE TABLE			
LINE#	BEARING	DIST. (FT)	
L1	N18°05'08"W	35.00'	
L2	N71°54'52"E	20.00'	
L3	S18*05'08"E	35.00'	
L4	S44°38'58"W	27.78'	
L5	S35°06'48"W	55.55'	
L6	S25°34'39"W	9.19'	
L7	S25°34'39"W	20.01'	
L8	N62°29'42"W	54.51'	
Ł9	N27°31'21"E	20.00	
L10	\$62°29'42"E	53,83'	
L11	S62°29'42"E	74.85'	
L12	S62°29'42"E	27.78'	
L13	S26°42'07"W	20.00'	
L14	N62°29'42"W	26.33'	
L15	N19°19'06"E	13.28'	
L16	N28°48'14"E	6.85'	
L17	\$25°34'39"W	63.36	
L18	S52°08'03"W	41.49'	

LINE TABLE			
LINE#	BEARING	DIST. (FT)	
L19	S86°10'31"W	107.35'	
L20	\$86°10'31"W	20.01'	
L21	N2°30'29"W	26.48	
L22	N87°29'31"E	20.00	
L23	S2°30'29"E	26.02	
L24	S86°10'31"W	24.12	
L25	S01°58'51"W	74.45'	
L26	S84°02'25"E	52.64'	
L27	S44°57'51"E	53.39'	
L28	S00°02'09"W	228.97	
L29	S20°32'30"E	32.20	
L30	\$20°32'30"E	20.00'	
L31	\$69°27'30"W	32,00'	
L32	N20°32'30"W	20.00	
L33	N69°27'30"E	32.00'	
L34	N26°46'43"E	119.66' (M) 119.55' (R5)	
L35	N11°15'19"E	110.31" (M) 110.18" (R5	

CURVE TABLE					
CURVE#	Δ	ARC LENGTH	RAD.	CHORD	CHORD BEARING
C1	35°58'45"	299.54'	477.00'	294.64'	S52°43'25"W
C2	2°24'09"	20.00*	477.00'	20.00°	S71°54'52"W
СЗ	55°29'32"	142.44'	477.00'	141.92'	\$81°40'15"W
C4	45°34'37"	431,94'	543.00'	420.64	S67°26'16"W
C5	20°34'39"	195.02'	543.00'	193.97	\$10°15'10"E

# REFERENCES

PARCEL 2010-100 (PLAT BOOK T, PAGE 196)
ANAMOSA COMMERCIAL PARK SECOND ADDITION (PLAT BOOK R, PAGE 11)
PARCEL 98-80 (PLAT BOOK N, PAGE 8)
PARCEL 94-06 (PLAT BOOK K, PAGE 167)
PARCEL 2012-146 (PLAT BOOK U, PAGE 88)
PARCEL 2010-94 (PLAT BOOK T, PAGE 185)

R1 R2 R3 R4 R5 R6

PARCI SNYDER

OLD DUBUQUE ROAD EXTENSION AND ROUNDABOUT PARCEL 8 - BULLNOSE LLC

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18, WTH 10/22/21

ANAMOSA, JONES COUNTY,

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Project No: 1200620

Sheet 2 of 2

SNYDER &ASSOCIATES Project No. 1200820 Sheet 1 of 3

# OLD DUBUQUE ROAD EXTENSION AND ROUNDABOUT PARCEL 8 - BULLNOSE LLC

SNYDER & ASSOCIATES, INC. 1 310-30

ANAMOSA, JONES COUNTY, IOWA

5005 BOWLING STREET S.W.

CEOAR RAPIDS, 14 52404

153-55-2811 L have reflected for con-

# TEMPORARY CONSTRUCTION EASEMENT **EXHIBIT**

# DESCRIPTION CONTINUED TEMPORARY CONSTRUCTION EASEMENT 'B'

THENCE NORTH 50° 31' 25" EAST 67.45 FEET;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 477.00 FEET, WHOSE ARC LENGTH IS 283.42 FEET, AND WHOSE CHORD BEARS NORTH 73° 12' 16" EAST 279.27 FEET,

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 543,00 FEET, WHOSE ARCLENGTH IS 302,00 FEET, AND WHOSE CHORD BEARS NORTH 74" 17" 34" EAST 298.13 FEET;

THENCE SOUTH 57° 59' 09" EAST 38.77 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 578,00 FEET, WHOSE ARC LENGTH IS 338,68 FEET; AND WHOSE CHORD BEARS SOUTH 73° 26° 24" WEST 333,85 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 442.00 FEET, WHOSE ARC LENGTH IS 364.87 FEET AND WHOSE CHORD BEARS SOUTH 66" 34" 38" WEST 354.60 FEET;

THENCE SOUTH 26° 42' 07" WEST 20.00 FEET; THENCE SOUTH 33° 52' 42" WEST 48.57 FEET;

THENCE SOUTH 02° 20' 50" WEST 85.07 FEET;

THENCE SOUTH 84° 55' 47" EAST 448.22 FEET TO SAID EAST LINE;

THENCE SOUTH 23° 35' 57" WEST 148.64 FEET ALONG SAID EAST LINE:

THENCE SOUTHWESTERLY ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 5649.58 FEET, WHOSE ARC LENGTH IS 108.52 FEET AND WHOSE CHORD BEARS SOUTH 33° 45° 03" WEST 108.52 FEET;

THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 607.00 FEET, WHOSE ARC LENGTH IS 64.78 FEET; WHOSE CHORD BEARS NORTH 88\* 49'51" WEST 64.75 FEET; THENCE SOUTH 68° 17' 01" WEST 96.05 FEET;

THENCE NORTH 66° 30' 47" WEST 300.95 FEET;

THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 452.00 FEET, WHOSE ARC LENGTH IS 255.15 FEET AND WHOSE CHORD BEARS SOUTH 04° 22′ 12″ EAST 25′1.78 FEET; THENCE SOUTH 11° 48' 06" WEST 35.38 FEET;

THENCE SOUTH 20° 32' 30" EAST 162.08 FEET;

THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 568.00 FEET, WHOSE ARC LENGTH IS 218.13 FEET AND WHOSE CHORD BEARS SOUTH 09° 32' 24" EAST 216.79 FEET TO SAID EAST LINE;

THENCE SOUTH 34° 14' 58" WEST 46.81 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING AND CONTAINING 2.76 ACRES (120,390 SQUARE FEET) MORE OR LESS.

C19	C18	C17	C16	C15	C14	C13	C12	C11	C70	ගි	ස	C7	90	දි	2	ß	62	ß	CURVE#	
2°03'20"	22°00'12"	32°20'36"	6°06'53"	1°06'02"	47°17'51"	33°34'21"	- 31°52'00"	34°02'36"	32°20′15"	22°32'48"	52°07"39"	47°17"51"	20°34'39"	29°12'00"	30°59'59"	20°34′39"	45°34'37"	55°29'32"	٥	
202.68'	218.13	255,15'	64,78'	108.52	364.87	338.68"	302.00'	283.42	269.22'	213.68'	402.13	477.14'	212,97	217.61'	258.08'	195.02'	431.94'	461,98'	ARC LENGTH	CURVE
5649.58	568.00'	452.00'	607.00'	5649.58	442.00'	578.00	543.00'	477.00'	477.00'	543.00'	442.00'	578.00'	593.00'	427.00'	477.00'	543,00'	543.00*	477.00	RAD.	CURVE TABLE
202.67'	216.79'	251.78	64.75	108.52'	354,60'	333.85	298.13	279.27"	265.66'	212.30'	388.40'	463.71	211.83'	215.27'	254.94	193.97	420.64*	444,14	CHORD	••,
\$33°16'24"W	S09°32'24"E	S04°22'12"E	N88°49'51"W	S33°45'03"W	S66°34'38"W	S73°26'24"W	N74°17'34"E	N73°12'16"E	N04°22'24"W	N09°16'06"W	N64°09'45"E	N66°34'38"E	N10°15′10"W	N05°56'30"W	S05°02'31"E	\$10°15'10"E	S67°26'16"W	S62°28'48"W	CHORD BEARING	

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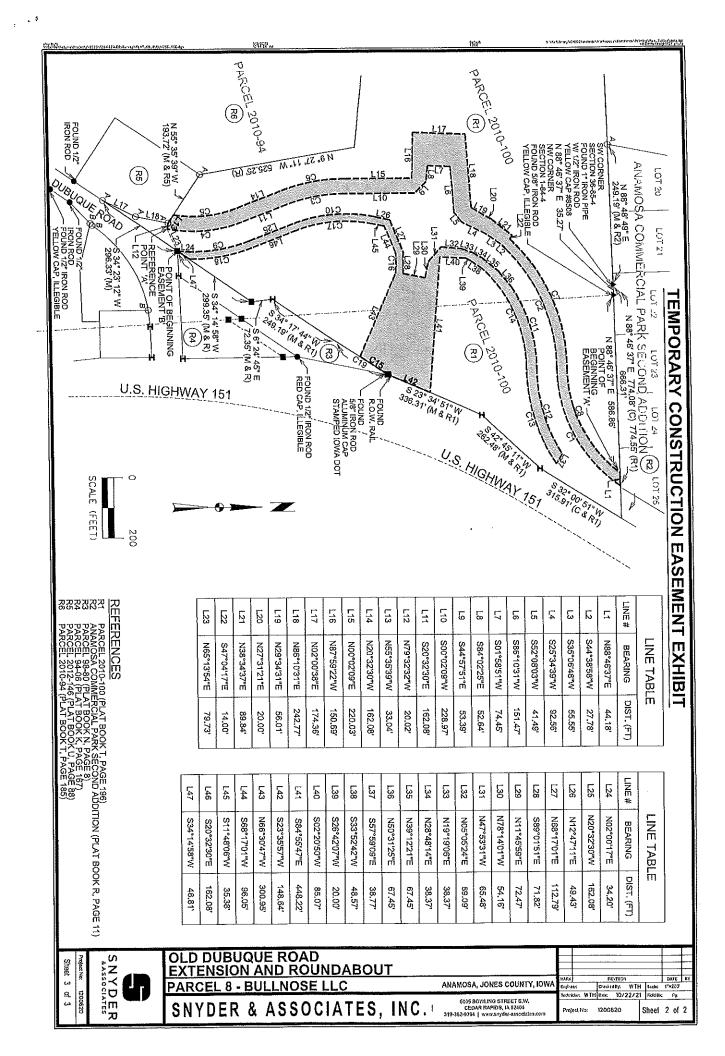
OLD DUBUQUE ROAD EXTENSION AND ROUNDABOUT

ANAMOSA, JONES COUNTY, IOW/

5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404

Checked By: WYH Books WTH Onic: 10/22/21 Fidu Bi. Sheel 2 of 2

PARCEL 8 - BULLNOSE LLC SNYDER & ASSOCIATES, INC.



# Exhibit C

# CITY OF ANAMOSA, IOWA OFFER TO PURCHASE

To Seller:

Lonie R. Hinrichsen Trust 513 Old Dubuque Road Anamosa, IA 52205

- 1. <u>Property Description</u>. The City of Anamosa, Iowa, intends to acquire property owned by you situated in Anamosa, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
- 2. Price. The City of Anamosa agrees to pay \$150.00, calculated as follows:

Temporary Easement:	1,632  SF x  1.15 /  SF  (8%) =	<u>\$150.14</u>
Total Compensation:	(Rounded)	\$150.00

The City of Anamosa, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

- 3. <u>Purpose of the Acquisition.</u> The acquisition is for the improvement of the Old Dubuque Road Extension and Roundabout project.
- 4. <u>Real Estate Taxes.</u> The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
- 5. Possession. Possession shall be upon receipt of funds.
- 6. <u>Conveyance</u>. Upon payment of the purchase price, Seller shall convey the property to the City of Anamosa, Iowa, in accordance with the form provided by the City.
- 7. <u>Time is of the Essence</u>. Time is of the essence in this contract.
- 8. <u>Contract Binding on Successors-in-Interest.</u> This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
- 9. Execution of Offer. This Offer is executed on behalf of the City of Anamosa, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Anamosa, Iowa, this 4th day of January, 2022.

REPRESENTING THE CITY OF ANAMOSA, IOWA
By:
Brian DePrez, Snyder & Associates
THIS OFFER IS ACCEPTED on this 26 day of Sanvary, 2022.
By: Lonnie R. Hinrichsen, Trustee
By: Randall R. Hinrichsen, Trustee
By: Saunel A Cashmon +water Laurel A. Cashman, Trustee
Approved by the City Council of the City of Anamosa, Iowa on the Anamosa
January, 2022, by Resolution No
U .
By:
Rod Smith, Mayor



Mare K. Niehaus

# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
WALTER HURLBUTT
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
Whythatt@pryder-associates.com 319-362-9394
whurlibut(@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PARCEL B IN THE NE QUARTER
OF SECTION 2-T84N-R4W

REQUESTED BY: CITY OF ANAMOSA

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

# DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT ON THAT PART OF PARCEL B ACCORDING TO THE PLAT OF SURVEY RECORDED IN PLAT BOOK J, PAGE 7 AT THE JONES COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL B;

THENCE NORTH 46° 45' 50" EAST 8.69 FEET ALONG THE WEST LINE OF SAID PARCEL B;

THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID PARCEL B AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 422.47 FEET, WHOSE ARC LENGTH IS 89.53 FEET AND WHOSE CHORD BEARS NORTH 40° 21' 36" EAST 89.37 FEET;

THENCE SOUTH 62° 40' 12" EAST 16.35 FEET;

THENCE SOUTH 40° 47' 23" WEST 93.70 FEET TO THE SOUTH LINE OF SAID PARCEL B; THENCE NORTH 75° 54' 37" WEST 18.06 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 1,632 SQUARE FEET (0.04 ACRE) MORE OR LESS.

PREPARED FOR

CITY OF ANAMOSA

OLD DUBUQUE ROAD EXTENSION AND ROUNDABOUT

PROPERTY OWNER

Set

LONNIE R. HINRICHSEN TRUST 513 OLD DUBUQUE ROAD ANAMOSA, IA 52205

DATE OF SURVEY

8-17-2020

# LEGEND

Survey

1/2" Rebor, Yellow Cap #22020 (Unless Otherwise Noted) Section Corner, as Noted R.O.W. RAIL 5/8" fron Rod, Aluminum Cap Stamped Iowa DOT 1/2" Iron Rod, Yellow Cop #9647 5/8" Iron Rod, Yellow Cop #6581 Platted Distance Measured Bearing & Distance Recorded As **Deed Distance** Calculated Distance Centerline

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# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

PARCEL 13 - LONNIE R. HINRICHSEN TRUST

Found

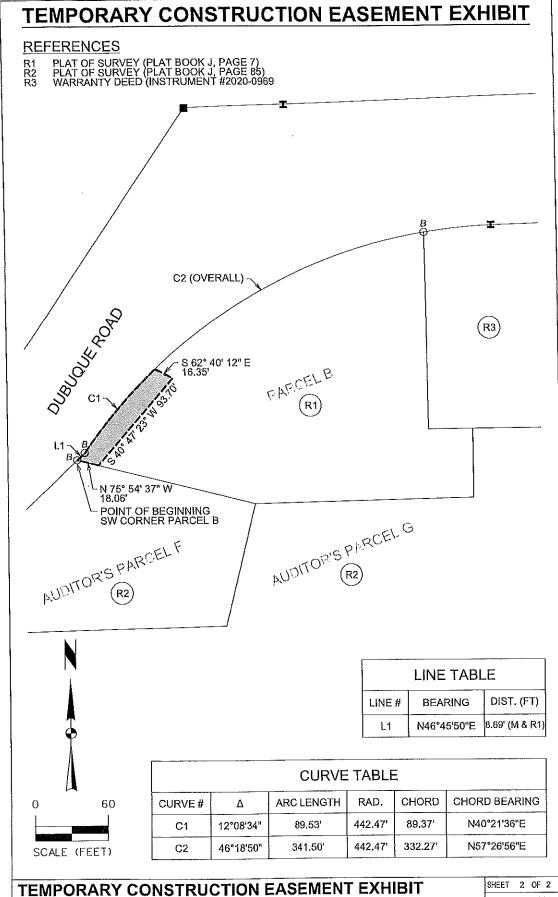
SNYDER & ASSOCIATES

5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394

1 OF 2 SHEET PN: 120.0620 DATE: 11/8/2021 REV:

PM/TECH: WTH

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TEMPORARY CONSTRUCTION EASEMENT EXHIBIT					
PARCEL 13 - LONNIE R. HINRICHSEN TRUST					
SNYDER RASSOCIATES	5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394	REV: PM/TECH:	WTH		

Exhibit D

# CITY OF ANAMOSA, IOWA OFFER TO PURCHASE

To Seller:

Thomas A. Dole and Jan G. Dole

507 Old Dubuque Road Anamosa, IA 52205

- 1. <u>Property Description.</u> The City of Anamosa, Iowa, intends to acquire property owned by you situated in Anamosa, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
- 2. Price. The City of Anamosa agrees to pay \$250.00, calculated as follows:

Temporary Easement:	2,687  SF x  \$1.15 /  SF  (8%) =	<u>\$247.20</u>
Total Compensation:	(Rounded Up)	\$250.00

The City of Anamosa, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

- 3. <u>Purpose of the Acquisition</u>. The acquisition is for the improvement of the Old Dubuque Road Extension and Roundabout project.
- 4. <u>Real Estate Taxes.</u> The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
- 5. Possession. Possession shall be upon receipt of funds.
- 6. <u>Conveyance.</u> Upon payment of the purchase price, Seller shall convey the property to the City of Anamosa, Iowa, in accordance with the form provided by the City.
- 7. Time is of the Essence. Time is of the essence in this contract.
- 8. <u>Contract Binding on Successors-in-Interest.</u> This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
- 9. <u>Execution of Offer.</u> This Offer is executed on behalf of the City of Anamosa, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Anamosa, Iowa, this 4<sup>th</sup> day of January, 2022.

REPRESE	NTING THE CITY OF ANAMOSA, IOWA
Ву:	Brian DePrez, Snyder & Associates
THIS OFFER IS ACCEPTED on this 19th day	y of January, 2022.
Ву:	Thomas A. Dole
Ву:	Jan J. Dole
Approved by the City Council of the City of	f Anamosa, Iowa on the day of
, 2022, by Resolu	ition No
By:	Rod Smith, Mayor
	LOG Dillill, Islay Or

# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO: WALTER HURLBUTT SNYDER & ASSOCIATES, INC. 5005 BOWLING ST, SW SUITE A CEDAR RAPIDS, IOWA 52404 319-362-9394 319-362-9394
whurlibutt@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
AUDITOR'S PARCEL F IN THE NE QUARTER
OF SECTION 2-T84N-R4W

REQUESTED BY: CITY OF ANAMOSA

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

# DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT ON THAT PART OF AUDITOR'S PARCEL F ACCORDING TO THE PLAT OF SURVEY RECORDED IN PLAT BOOK J, PAGE 85 AT THE JONES COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID AUDITOR'S PARCEL F;

THENCE SOUTH 75° 54' 37" EAST 24.45 FEET ALONG THE NORTH LINE OF SAID AUDITOR'S PARCEL F;

THENCE SOUTH 47° 44' 57" WEST 184.69 FEET TO THE SOUTHWEST CORNER OF SAID AUDITOR'S PARCEL F;

THENCE NORTH 34° 17' 19" EAST 80.58 FEET ALONG THE WEST LINE OF SAID AUDITOR'S PARCEL F;

THENCE NORTH 46° 45' 50" EAST 92.78 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 2,687 SQUARE FEET (0.06 ACRE) MORE OR LESS.

PREPARED FOR CITY OF ANAMOSA

OLD DUBUQUE ROAD EXTENSION AND ROUNDABOUT

PROPERTY OWNER

THOMAS A. & JAN G. DOLE 507 OLD DUBUQUE ROAD ANAMOSA, IA 52205

DATE OF SURVEY

8-17-2020

# LEGEND

Survey

1/2" Rebor, Yellow Cap #22020 (Unless Otherwise Noted) Section Corner, as Noted Section Corner, as Noteu R.O.W. RAIL 5/8" Iron Rod, Aluminum Cop Stamped Iowa DOT 1/2" Iron Rod, Yellow Cop #9647 5/8" Iron Rod, Yellow Cop #6581 Plotted Distance Measured Bearing & Distance Recorded As Deed Distance Colculated Distance Centerline

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Easement

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

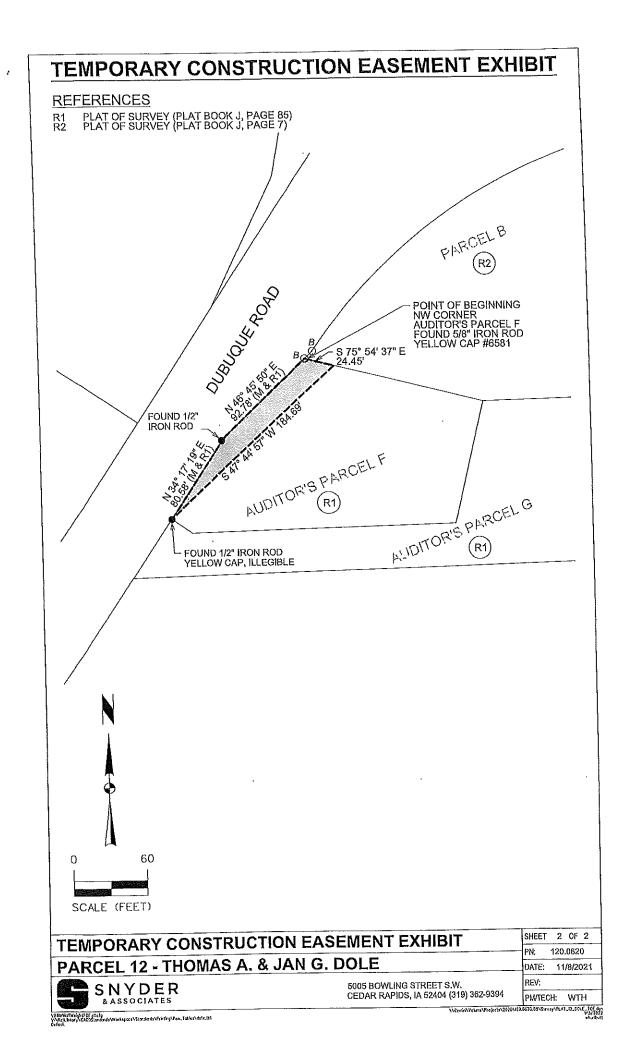
PARCEL 12 - THOMAS A. & JAN G. DOLE

5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394

120,0620 PN: DATE: 11/8/2021 REV: PM/TECH: WTH \\Cerris\\retre\\Projects\2020\122.0623.08\\Survey\\PLAT\_\\@\_EDIE\_IEE &c.
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\$44544

SHEET 1 OF 2

SNYDER & ASSOCIATES





# CITY OF ANAMOSA, IOWA OFFER TO PURCHASE

To Seller:

1

John H. White and Jackie L. White

505 Old Dubuque Road Anamosa, IA 52205

- 1. <u>Property Description</u>. The City of Anamosa, Iowa, intends to acquire property owned by you situated in Anamosa, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
- 2. Price. The City of Anamosa agrees to pay \$75.00, calculated as follows:

Temporary Easement:	789  SF x  1.15 /  SF  (8%) =	\$72.90
Total Compensation:	(Rounded Up)	\$75.00

The City of Anamosa, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

- 3. <u>Purpose of the Acquisition.</u> The acquisition is for the improvement of the Old Dubuque Road Extension and Roundabout project.
- 4. <u>Real Estate Taxes.</u> The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
- 5. Possession. Possession shall be upon receipt of funds.
- 6. <u>Conveyance.</u> Upon payment of the purchase price, Seller shall convey the property to the City of Anamosa, Iowa, in accordance with the form provided by the City.
- 7. Time is of the Essence. Time is of the essence in this contract.
- 8. <u>Contract Binding on Successors-in-Interest.</u> This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
- 9. Execution of Offer. This Offer is executed on behalf of the City of Anamosa, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Anamosa, Iowa, this 4<sup>th</sup> day of January, 2022.

By:  Brian DePrez, Snyder & Associates	A 
THIS OFFER IS ACCEPTED on this day of	
Approved by the City Council of the City of Anamosa, Iowa on the day of, 2022, by Resolution No	
By: Rod Smith, Mayor	

# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO: WALTER HURLBUTT SNYDER & ASSOCIATES, INC. 5005 BOWLING ST. SW SUITE A CEDAR RAPIDS, IOWA 52404 319-362-9394 319-362-9394
whurlibuti@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
AUDITOR'S PARCEL G IN THE NE QUARTER
OF SECTION 2-T84N-R4W

REQUESTED BY: CITY OF ANAMOSA

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

# DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT ON THAT PART OF AUDITOR'S PARCEL G ACCORDING TO THE PLAT OF SURVEY RECORDED IN PLAT BOOK J, PAGE 85 AT THE JONES COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID AUDITOR'S PARCEL G;

THENCE SOUTH 55° 42' 42" EAST 15.00 FEET ALONG THE NORTH LINE OF SAID AUDITOR'S PARCEL

THENCE SOUTH 34° 17' 18" WEST 47.16 FEET TO THE SOUTH LINE OF SAID AUDITOR'S PARCEL G;

THENCE SOUTH 88° 26' 15" WEST 18,51 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID AUDITOR'S PARCEL G;

THENCE NORTH 34° 17' 16" EAST 58.00 FEET ALONG THE WEST LINE OF SAID AUDITOR'S PARCEL G TO THE POINT OF BEGINNING AND CONTAINING 789 SQUARE FEET (0.02 ACRE) MORE OR LESS.

# PREPARED FOR

CITY OF ANAMOSA

OLD DUBUQUE ROAD EXTENSION AND ROUNDABOUT

# PROPERTY OWNER

JOHN H. & JACKIE L. WHITE 505 OLD DUBUQUE ROAD ANAMOSA, IA 52205

# DATE OF SURVEY

8-17-2020

# **LEGEND**

1/2" Rebar, Yellow Cap #22020 (Unless Otherwise Noted) Section Corner, as Noted R.O.W. RAIL 5/8" Iron Rod, Aluminum Cap Stamped Iowa DOT 1/2" fron Rod, Yellow Cap #9647 5/8" Iron Rod, Yellow Cop #6581 Platted Distance Measured Bearing & Distance Recorded As Deed Distance Calculated Distance

& ASSOCIATES

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Centerline Easement

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# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

PARCEL 11 - JOHN H. & JACKIE L. WHITE SNYDER

5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394 SHEET 1 OF 2 PN: 120,0620

DATE: 11/8/2021 REV:

PM/TECH: WTH

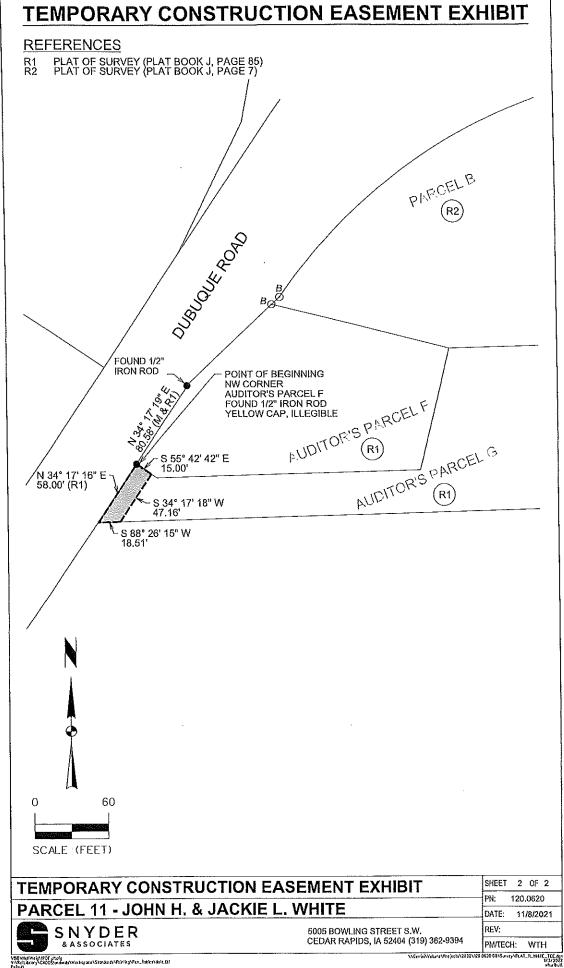


Exhibit P

# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
WALTER HURLBUTT
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST, SW SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
whurlbutt@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PARCEL 98-80

REQUESTED BY: CITY OF ANAMOSA

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

# DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT ON THAT PART OF PARCEL 98-80 ACCORDING TO THE PLAT OF SURVEY RECORDED IN PLAT BOOK N, PAGE 8 AT THE JONES COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 98-80;

THENCE NORTH 34° 14' 58" EAST 66.68 FEET ALONG THE WEST LINE OF SAID PARCEL 98-80;

THENCE SOUTH 02° 28' 39" WEST 53.92 FEET TO THE SOUTH LINE OF SAID PARCEL 98-80;

THENCE SOUTH 87° 58' 37" WEST 35.22 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 946 SQUARE FEET MORE OR LESS.

# PREPARED FOR

CITY OF ANAMOSA

OLD DUBUQUE ROAD EXTENSION AND ROUNDABOUT

# PROPERTY OWNER

JONES COUNTY, IOWA 500 W. MAIN STREET ANAMOSA, IA 52205 DATE OF SURVEY

8-17-2020

# LEGEND

Survey

Easement

1/2" Rebor, Yellow Cop #22020 (Unless Otherwise Noted) Section Corner, as Noted R.O.W. RAIL 5/8" Iron Rod, Aluminum Cap Stamped lowa DOT 1/2" Iron Rod, Yellow Cop #9647 5/8" Iron Rod, Yellow Cop #6581 Platted Distance Measured Bearing & Distance Recorded As Deed Distance Calculated Distance Calculated Distance Found Set

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TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

PARCEL 16 - JONES COUNTY

SNYDER & ASSOCIATES

5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394 SHEET 1 OF 2 PN: 120.0620 DATE: 11/8/2021 REV:

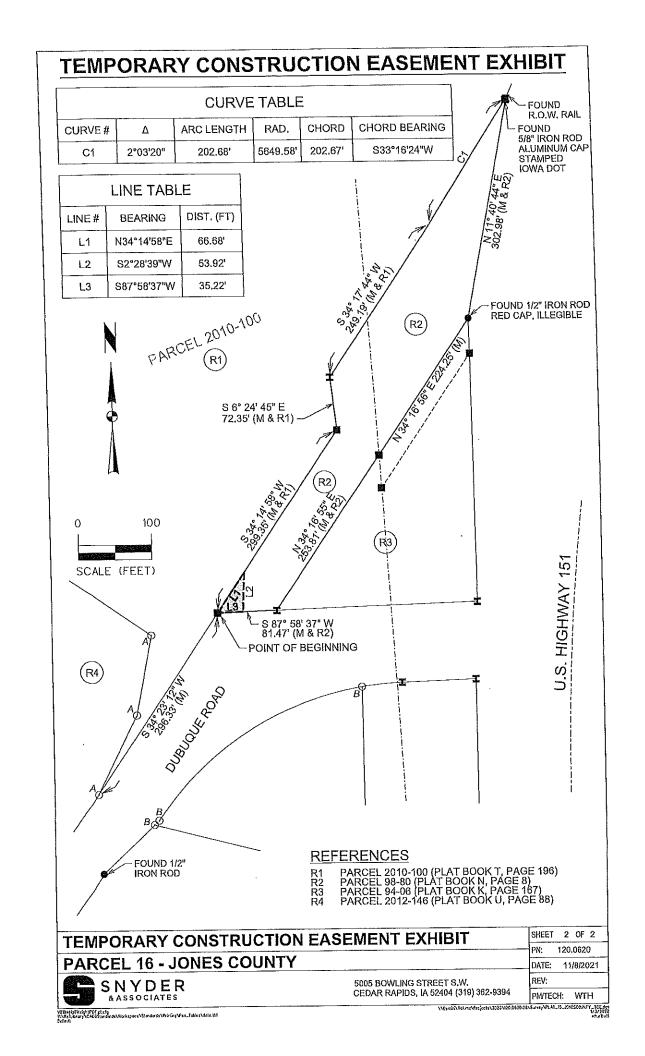


Exhibit G

# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
WALTER HURLBUTT
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
whurlbutt@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PARCEL 2012-146

REQUESTED BY: CITY OF ANAMOSA

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

# DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT ON THAT PART OF PARCEL 2012-146 ACCORDING TO THE PLAT OF SURVEY RECORDED IN PLAT BOOK U, PAGE 88 AT THE JONES COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2012-146;

THENCE SOUTH 11° 15' 19" WEST 110.31 FEET ALONG THE EAST LINE OF SAID PARCEL 2012-146;

THENCE SOUTH 26° 46' 43" WEST 119,66 FEET ALONG SAID EAST LINE;

THENCE SOUTH 34° 19' 38" WEST 112.62 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID PARCEL 2012-146;

THENCE NORTH 56° 08' 29" WEST 30,69 FEET ALONG THE SOUTH LINE OF SAID PARCEL 2012-146;

THENCE NORTH 34° 21' 00" EAST 187.78 FEET;

THENCE NORTH 26° 46' 06" EAST 38.64 FEET;

THENCE NORTH 11° 24' 08" EAST 116.09 FEET TO THE NORTH LINE OF SAID PARCEL 2012-146;

THENCE SOUTH 55° 35' 39" EAST 21.96 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 8,531 SQUARE FEET (0.19 ACRE) MORE OR LESS.

PREPARED FOR

CITY OF ANAMOSA

OLD DUBUQUE ROAD 200 GARNAVILLO ST EXTENSION AND ROUNDABOUT ANAMOSA, IA 52205

PROPERTY OWNER

ANAMOSA COMMUNITY SCHOOL DISTRICT 200 GARNAVILLO STREET ANAMOSA, IA 52205 DATE OF SURVEY

8-17-2020

# **LEGEND**

Survey

1/2" Rebar, Yellow Cop #22020 (Unless Otherwise Noted)
Section Corner, as Noted
R.O.W. RAIL
5/8" Iron Rod, Aluminum Cap
Stamped Iowo DOT
1/2" Iron Rod, Yellow Cap #9647
5/8" Iron Rod, Yellow Cap #6581
Plotted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Colculated Distance
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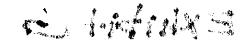
# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

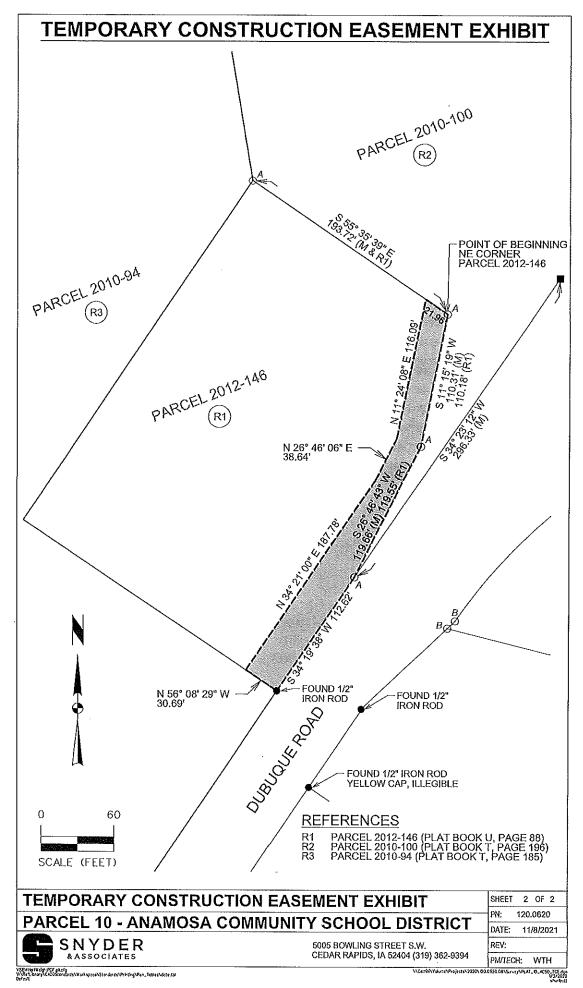
# PARCEL 10 - ANAMOSA COMMUNITY SCHOOL DISTRICT

SNYDER &ASSOCIATES 5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394 SHEET 1 OF 2 PN: 120.0620 DATE: 11/8/2021 REV:

PM/TECH: WTH

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# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO: WALTER HURLBUTT SNYDER & ASSOCIATES, INC. 5005 BOWLING ST, SW SUITE A CEDAR RAPIDS, IOWA 52404 319-362-9394 whurlbutt@snyder-associates.com SERVICE PROVIDED BY: SNYDER & ASSOCIATES, INC. SURVEY LOCATED: PARCEL 2010-94

REQUESTED BY: CITY OF ANAMOSA

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

# DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT ON THAT PART OF PARCEL 2010-94 ACCORDING TO THE PLAT OF SURVEY RECORDED IN PLAT BOOK T, PAGE 185 AT THE JONES COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHEAST CORNER OF SAID PARCEL 2010-94;

THENCE SOUTH 33° 54' 31" WEST 159.95 FEET ALONG THE EAST LINE OF SAID PARCEL 2010-94;

THENCE NORTH 55° 44' 05" WEST 50.68 FEET:

THENCE NORTH 33° 54' 22" EAST 159.59 FEET TO A NORTH LINE OF SAID PARCEL 2010-94;

THENCE SOUTH  $56^\circ$   $08^\circ$   $29^\circ$  EAST 50.69 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 8,098 SQUARE FEET (0.19 ACRE) MORE OR LESS.

# PREPARED FOR

CITY OF ANAMOSA

OLD DUBUQUE ROAD 200 GARNAVILLO ST EXTENSION AND ROUNDABOUT ANAMOSA, IA 52205

# PROPERTY OWNER

ANAMOSA COMMUNITY SCHOOL DISTRICT 200 GARNAVILLO STREET

Set

# DATE OF SURVEY

8-17-2020

# **LEGEND**

Survey

1/2" Rebar, Yellow Cap #22020 (Unless Otherwise Noted) Section Corner, as Noted R.O.W. RAIL 5/8" Iron Rod, Aluminum Cap Stamped Iowa DOT 1/2" Iron Rod, Yellow Cap #9647 5/8" Iron Rod, Yellow Cap #6581 Plotted Distance Measured Bearing & Distance Recorded As
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# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

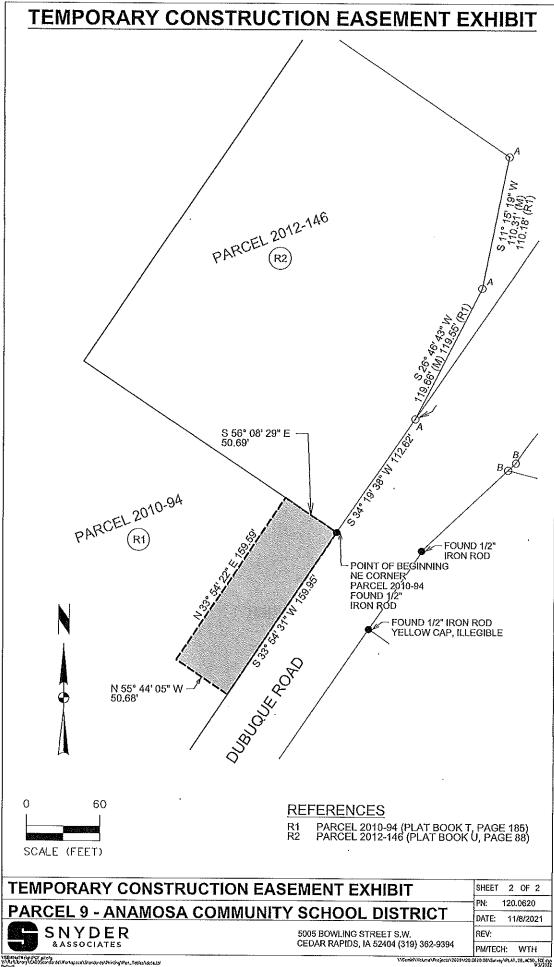
# PARCEL 9 - ANAMOSA COMMUNITY SCHOOL DISTRICT

SNYDER . & ASSOCIATES

5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394 SHEET 1 OF 2 PN: 120.0620 DATE: 11/8/2021 REV:

WTH

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\\Yotma\\\Projecta\2010\\Q\\C50\G\$\\Suvry\\P\\\A\\\_\09\\\C50\\\TCE.agn



# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
WALTER HURLBUTT
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394 whurlbult@snyder-associates.com SERVICE PROVIDED BY: SNYDER & ASSOCIATES, INC. SURVEY LOCATED: PARCEL 2012-146

REQUESTED BY: CITY OF ANAMOSA

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

# DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT ON THAT PART OF PARCEL 2012-146 ACCORDING TO THE PLAT OF SURVEY RECORDED IN PLAT BOOK U, PAGE 88 AT THE JONES COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2012-146;

THENCE SOUTH 11° 15' 19" WEST 110.31 FEET ALONG THE EAST LINE OF SAID PARCEL 2012-146;

THENCE SOUTH 26° 46' 43" WEST 119.66 FEET ALONG SAID EAST LINE;

THENCE SOUTH 34° 19' 38" WEST 112.62 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID PARCEL 2012-146;

THENCE NORTH 56° 08' 29" WEST 30.69 FEET ALONG THE SOUTH LINE OF SAID PARCEL 2012-146;

THENCE NORTH 34° 21' 00" EAST 187.78 FEET;

THENCE NORTH 26° 46' 06" EAST 38.64 FEET;

THENCE NORTH 11° 24' 08" EAST 116.09 FEET TO THE NORTH LINE OF SAID PARCEL 2012-146;

THENCE SOUTH 55° 35' 39" EAST 21.96 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 8,531 SQUARE FEET (0.19 ACRE) MORE OR LESS.

PREPARED FOR

CITY OF ANAMOSA

PROPERTY OWNER

ANAMOSA COMMUNITY OLD DUBUQUE ROAD 200 GARNAVILLO STREET ANAMOSA, IA 52205 DATE OF SURVEY

8-17-2020

# **LEGEND**

Survey

1/2" Rebar, Yellow Cap #22020 (Unless Otherwise Noted) Section Corner, as Noted R.O.W. RAIL 5/8" Iron Rod, Aluminum Cap Stamped Iowa DOT 1/2" Iron Rod, Yellow Cop #9647 5/8" Iron Rod, Yellow Cop #6581 Plotted Distance Measured Bearing & Distance Recorded As Deed Distance Calculated Distance Centerline

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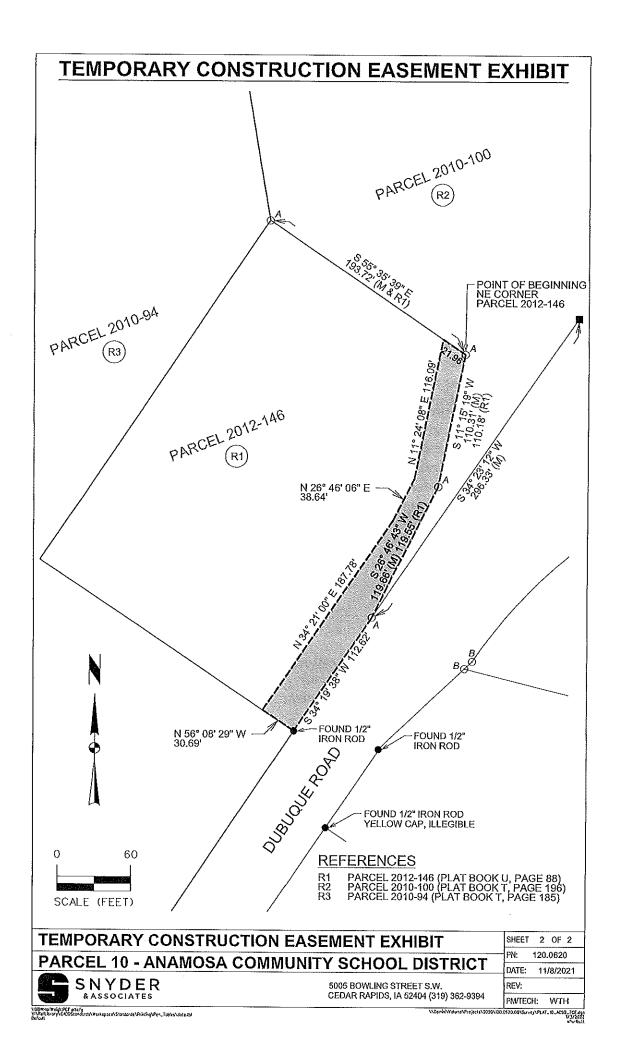
# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

# PARCEL 10 - ANAMOSA COMMUNITY SCHOOL DISTRICT

SNYDER & ASSOCIATES

5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394

1 OF 2 120.0620 PN: DATE: 11/8/2021 REV: PM/TECH: WTH 1 \\Cemin\Vauna\Projects\2020\120.0620.08\Surrey\PLAL\_12\_ACSO\_10E.com VJ75372 Autholt



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SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
whurlbutl@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PARCEL 2010-94

REQUESTED BY: CITY OF ANAMOSA

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

### DESCRIPTION

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#### PREPARED FOR

CITY OF ANAMOSA

OLD DUBUQUE ROAD 200 GARNAVILLO ST EXTENSION AND ROUNDABOUT ANAMOSA, IA 52205

### PROPERTY OWNER

ANAMOSA COMMUNITY SCHOOL DISTRICT 200 GARNAVILLO STREET ANAMOSA, IA 52205 DATE OF SURVEY

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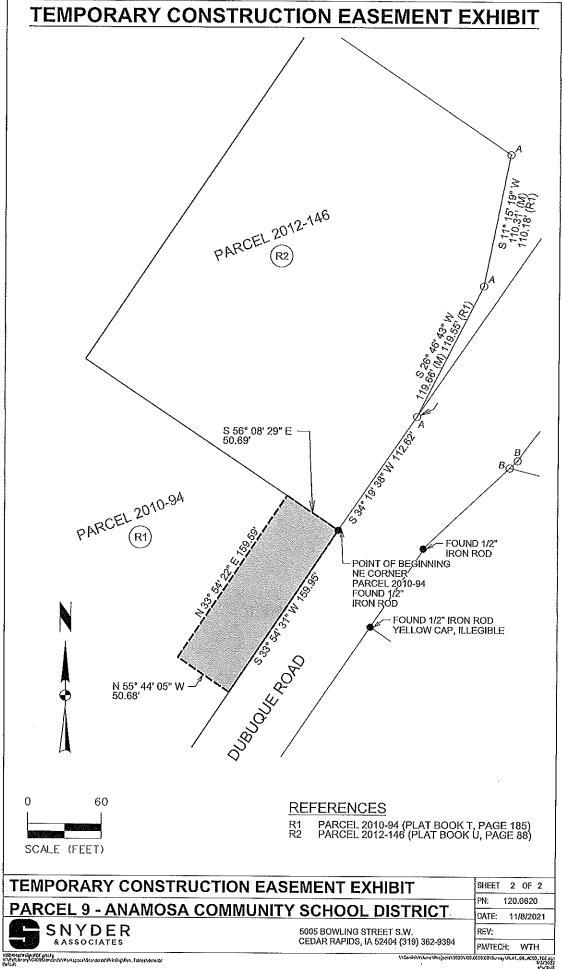
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# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

# PARCEL 9 - ANAMOSA COMMUNITY SCHOOL DISTRICT

SNYDER &ASSOCIATES

5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394



#### INDEX LEGEND

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PREPARED FOR CITY OF ANAMOSA

OLD DUBUQUE ROAD 200 GARNAVILLO ST EXTENSION AND ROUNDABOUT ANAMOSA, IA 52205

PROPERTY OWNER

ANAMOSA COMMUNITY SCHOOL DISTRICT 200 GARNAVILLO STREET ANAMOSA, IA 52205 DATE OF SURVEY

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SNYDER & ASSOCIATES

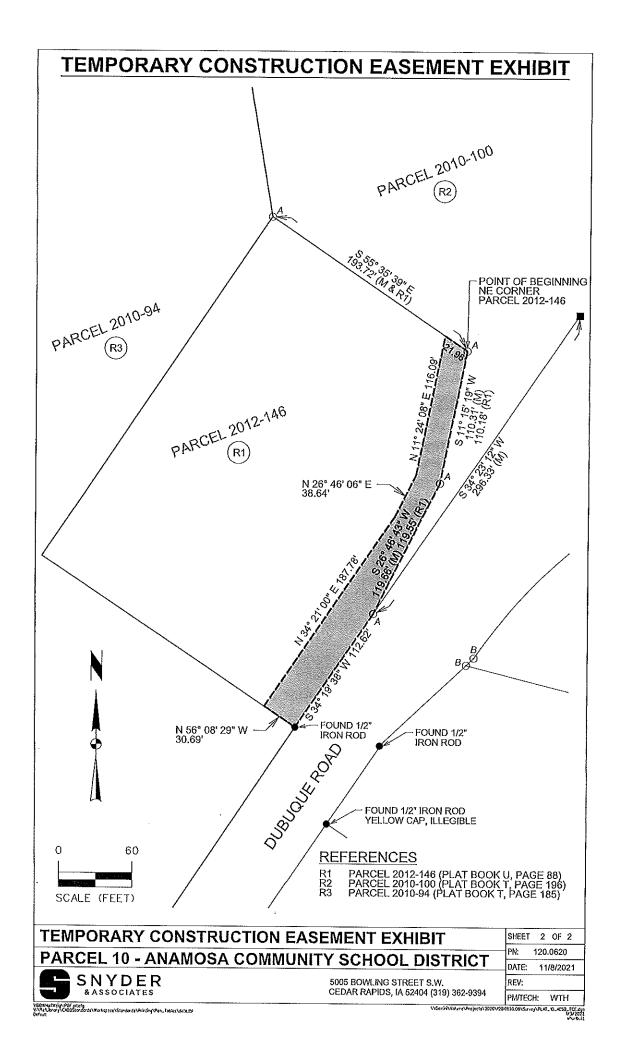
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REV:

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#### PREPARED FOR

CITY OF ANAMOSA

OLD DUBUQUE ROAD 200 GARNAVILLO ST EXTENSION AND ROUNDABOUT ANAMOSA, IA 52205

### PROPERTY OWNER

ANAMOSA COMMUNITY SCHOOL DISTRICT 200 GARNAVILLO STREET

### DATE OF SURVEY

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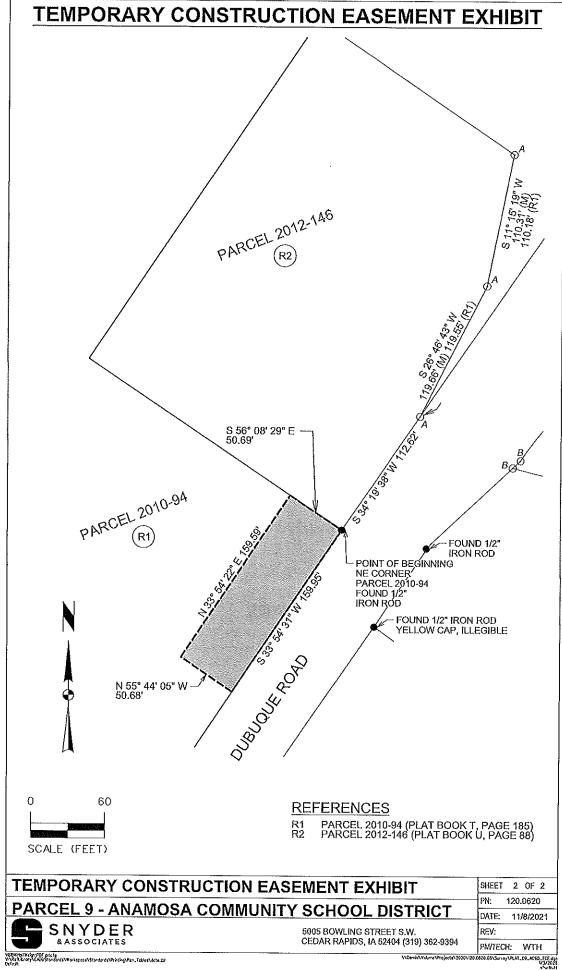
# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

# PARCEL 9 - ANAMOSA COMMUNITY SCHOOL DISTRICT



5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394 

SHEET 1 OF 2 PN 120.0620 11/8/2021 DATE: REV: PM/TECH: WTH







To: Beth Brincks, City of Anamosa

From: HR Green

Subject: Anamosa Project Status

Date: March 21, 2022

### 1. Sycamore Street Rehabilitation

Awarded to Eastern Iowa for construction

• Fully executed agreement with insurance complete

**Action Items:** Preconstruction meeting scheduled this week

### 2. Jordan Well No. 6

- Bid Packages 1 and 2 have been Awarded to Gingerich and Boomerang, respectively.
- Construction underway
- Well drilling complete

**Action Items:** Council approved contractor change order for Gingerich to acidize the well. Fully executed change order has been sent to Gingerich. Gingerich to proceed with the work. Work on the well house and piping will proceed with the improved, spring weather.

### 3. Well 7 siting study

- Submitted draft report with pros, cons and costs of 3 potential well 7 locations.
- Met with school district employees
- School district suggested a somewhat different location
- Sent school district revised proposed well location
- Offered to present the proposed well location to the school district board

Action Items: Will need to present/discuss during future school district meeting.

### 4. Booth Street Improvement Project

- Draft plans submitted for City staff review February 8, 2022
- Met with City staff to review the draft plans & gather feedback

Action Items: HR Green finalizing plans and specs based on City staff feedback

### 5. Disinfection Alternatives Analysis

• HR Green developed a draft report



**Action Items:** HR Green draft engineering report summarizing pros, cons and costs of alternatives, namely gaseous chlorine (with needed repairs to existing system), on-site chlorine generation and liquid chlorine (bleach) will be submitted soon.

### 6. City GIS

- New Subdivision by Chamber Dr Data Collection.
  - Inspect and update information on Stormwater Assets and Sanitary Manholes. Still On Hold for now still ongoing.
- Cemetery Head Stone Mapping Project
  - Mike talked with Beth about the plot digitizing for the cemetery. Ginger provided plot dimensions based on different lots and HR Green will continue to use those dimensions to draw in the remaining plots.
  - Mike to create new Water Distribution Map for Water Department.

# 7. ASP pretreatment agreement

- Summarized waste stream characteristics from the ASP.
- Met with ASP representatives and City staff.
- Discussed changes in ASP manufacturing impacting wastewater
- Agreed to a monitoring period on ASP wastewater
- Have not seen the anticipated drop in some constituents with the changes in ASP manufacturing.
- Ongoing monitoring of ASP flow and loading to City's POTW

**Action Items:** Coordination with IDNR to remove categorical limits and need for IDNR's involvement moving forward. Recommend renewing the agreement between the City and the IDNR considering the flows and loading.



# HR GREEN, INC. PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2

THIS AMENDMENT, made this 28th day of March, 2022 by and between, City of Anamosa the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

### Sycamore Street from Davis to Williams

hereby amends the original Professional Services Agreement dated February 15<sup>th</sup>,2021 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

Additional construction observation service task to include:

### **H.1 Preconstruction Meeting**

The COMPANY will send one (1) additional staff to the Preconstruction Meeting, estimated four (4) hours

### **H.4 Partial Pay Estimates**

Additional four (4) hours added for resident construction engineer to review and manage pay estimates.

### H.5 Plan Interpretation/Extra Work Orders

Additional eight (8) hours added for resident construction engineer to direct contractor and issue work orders.

### **H.6 Final Inspection**

Additional two (2) Hours added for resident construction engineer to perform final inspection.

### **H.7 Project Close-Out**

Additional four (4) hours for the construction engineer to complete documentation.

### **H.8 As-Built Plans**

Additional four (4) hours estimated for the construction engineer to review drawings.

### H.9 Project Startup

The COMPANY will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction. The COMPANY will also utilize this time to prepare its filing system. The project startup also allows the COMPANY time to review the plans and specifications prior to the start of the project, become familiar with the phasing and scopes of work, conduct on-site field reviews and begin documentation of items to be removed.

The COMPANY expects the construction engineer to spend twelve (12) hours completing this task. Additional support by COMPANY administrative staff is estimated at eight (8) hours.

#### H.10 Resident Engineering

The work to be performed by the COMPANY under Resident Engineering shall include on-site observation of the construction. This phase consists of observing construction methods and preparing written reports that document compliance or non-compliance of the construction methods and materials in accordance with the project specifications.



This scope of services assumes "part-time" Resident Engineering representing one (1) part-time staff with an average of 16 hours of individual staff time per week the COMPANY is on site. The project involves construction activities beginning as early as April 1, 2022 and a completion date of September 9, 2022. For budget purposes, the estimated construction duration is approximately twelve (12) weeks. A supplemental agreement may be required to account for additional Resident Engineering services resulting from the Contractor working time in excess of the assumptions listed herein. An adjustment in Resident Engineering Services may result from a difference in anticipated work duration, modification to the construction contract time specified by change order, or delays in the construction caused by the Contractor's delay in completing the work.

When the COMPANY provides on-site observation personnel as part of services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to guard the Owner against defects and deficiencies in the work of the Contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. The COMPANY may disapprove of or reject the Contractor's work while it is in progress if the COMPANY believes that such work will not produce a completed Project that conforms generally to the Plans or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans. The COMPANY's day-to-day observations will not, however cause the COMPANY to be responsible for those duties and responsibilities which belong to the construction Contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

COMPANY Project Number: 201647

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

Per current rate schedule with a maximum fee to be increased by thirty-three thousand and five-hundred Dollars (\$ 32,500)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

CITY OF ANAMOSA	HR GREEN, INC.
By:	Andrew Marsh, P.E. By: Vice President



### PROFESSIONAL SERVICES AGREEMENT

For

Anamosa 3rd ST Sidewalk Extension Schematic Design & Funding Assistance Shaw Rd to Deerwood Dr

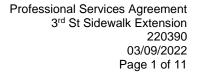
> Beth Brincks, City Administrator City of Anamosa 107 S Ford St Anamosa, Iowa, 52205 (319) 462-6055

Jeremy Kaemmer, PE, AICP – Project Engineer HR Green, Inc. 8710 Earhart Lane SW Cedar Rapids, IA 52404 P# 220390

March 9,2022

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2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
3.0	TERMS AND CONDITIONS





THIS **AGREEMENT** is between <u>The City of Anamosa</u> (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

### 1.0 Project Understanding

### 1.1 General Understanding

This scope of work involves Concept, cost estimate, and funding assistance for a sidewalk extension project along 3<sup>rd</sup> Street, between Shaw Rd and Deerwood Dr, across the I-380 highway.

The Consultant Team will provide the following services:

# HR Green, Inc. (Consultant)

- Project Management and Administration
- Stakeholder Coordination/Public Engagement
- Concept Design
- Funding Alternatives Analysis & Application Assistance

### 1.2 Design Criteria/Assumptions

Design shall follow SUDAS standards and specifications for accessible sidewalk design. The Consultant will also refer to lowa DOT guidance for pedestrian facilities within DOT right of way. The sidewalk design will not specifically accommodate bicycle traffic, but it may be considered as part of an alternatives analysis.

### 2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

### Task A – Project Management and Administration

The work tasks to be performed under Project Management and Administration shall consist of the following:

### A.1 Development of Project Instructions, Schedule, and Detailed Work Plan

Prepare written instructions for project staff. Provide background, names of contacts, communications procedures, responsibilities, schedule and budget information, and other important elements for the project. Establish a graphic project schedule indicating critical dates, milestones, and deliverables. Prepare a detailed work plan with specific staff assignments, by task, corresponding to the schedule.

### A.2 Project Monitoring and Progress Reports

Maintain the system for monitoring progress and expenditures to allow monthly tracking by task. Prepare and submit monthly progress reports outlining the following:

- Activities during the reporting period,
- · Activities planned for the following period,
- Problems encountered and recommended solutions, and

Overall status.





It is assumed two (2) reports will be prepared for this contract. This task includes reviewing the project schedule, budget and status with senior management at two (2) month intervals.

### A.3 Project Management

The project manager for the Consultant will be responsible for general coordination with the Client regarding project activities, meetings, invoicing, and deliverables. This task includes interoffice administration and coordination of the project including periodic interoffice meetings, which will be attended by the project manager and task managers, as well as general day-to-day administrative tasks.

- Prepare meeting minutes and action items.
- Track progress; monitor and maintain monthly project schedules.
- Distribution of plans and coordination of responses.
- Notifications as needed.
- Billing monthly status reports / billing should include earned value calculations showing percent spent, percent completed and scheduled percent completed.

### Task B - Stakeholder Coordination/Public Engagement

### **B.1 Stakeholder Committee Meetings**

The Consultant will conduct two (2) meetings with a stakeholder committee to be selected by the Client, that will be attended by two (2) staff members of the Consultant. The purpose of the meeting will be to discuss desires, concerns, priorities and specific issues of the adjacent property owners and other affected parties. The Client will be responsible for reserving an appropriate meeting facility and notifying the committee members of the meeting.

### **B.2 Public Engagement**

The Consultant will conduct one (1) public meeting that will be attended by two (2) staff members of the Consultant. The purpose of the meeting will be to provide a brief overview of the proposed improvements and a discussion of the conceptual plan, as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties. This task includes preparation of display materials and hand out information. The Client will be responsible for reserving an appropriate meeting facility and notifying the surrounding property owners and other affected parties of the meeting. Also includes reviewing the results of the meeting with the Client's staff and others.

### **B.2 Iowa DOT Coordination**

The Consultant will contact the local systems office for the IOWA DOT and communicate the project goals and constraints in order to gain buy in from the DOT on the conceptual crossing of the interstate portion of the project.

### Task C – Concept Design - Schematic Plan Preparation

The Consultant will perform schematic design services including the preparation of schematic design plans. Plan preparation shall conform to SUDAS procedures. Schematic plans will only be submitted to the Client and include:



Professional Services Agreement 3<sup>rd</sup> St Sidewalk Extension 220390 03/09/2022 Page 3 of 11

# C.1 Title Sheet (A sheet)

The title sheet will include the following: Index of Sheets, Mileage Summary, Legend, Location Map, Project Number, and Design Designation.

### C.2 Typical Sections and Details (B sheets)

Typical sections for each roadway segment and other various detail as needed.

### C.3 Estimate of Quantities (C Sheets)

Determine bid items to be included in the project, along with their appropriate tabulations.

### C.4 Plan and Profile (D Sheets)

Schematic geometry plans for proposed sidewalk improvements. Includes utilizing available base mapping information and existing right of way/easements to develop proposed sidewalk alignments, proposed drainage structures, adjusted drive entrances, side road intersections, and station equation between mainline and side road reference line will also be shown. The plans will also identify potential needs for improvements such as retaining wall, drainage structures, traffic signal modifications, additional right of way, or private landscaping to be affected.

### C.5 Preliminary Opinion of Probable Cost

Prepare a schematic Opinion of Probable Construction Cost. Preliminary construction cost opinions shall be based on schematic estimated quantities for major construction items. Detailed quantity takeoffs will not be developed for the preliminary construction cost opinion. Other construction items such as signing, traffic control, mobilization, etc. will be estimated based on historical percentages of total construction costs. Construction cost opinions will be submitted with the Schematic Plans.

#### C.6 Site Visits

The primary design of this project will be completed using aerial imagery of the highest quality available in conjunction with a site visit from the consultant by two (2) staff members. The visit to the site will enable the Consultant to better carry out its duties and responsibilities during the design phase, and to provide for the Client a greater degree of confidence.

### Task D – Funding Alternatives Analysis & Application Assistance

### D.1 Funding Alternatives Research

The Consultant will identify potential eligible funding sources and write a memo summarizing the available options, match amounts, requirements, and relevant deadlines.

### D.2 Preparation of Funding Applications

The Consultant will assist the city in preparing two (2) funding applications to grant programs such as the Surface Transportation Block Grant (STBG) program and Safe Routes to School (SRTS).





### 3.0 Deliverables and Schedules Included in this Agreement

- 1) Preliminary Plans
- 2) Project Opinion of Cost
- 3) Memo summarizing potential funding sources and application details
- 4) Two (2) Funding Applications

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

# 4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Project Design/Final Plan Preparation
- Topographic Survey
- Real Estate Services (e.g. title searches, appraisals, appraisal reviews, negotiations, acquisitions and closings).
- Eminent Domain/Condemnation Services.
- Hazardous Materials Investigations and Testing.
- Soil Management/Mitigation Plans.
- Private Utility Relocation Design and Plan Preparation.
- Bidding Assistance
- Construction Observation
- Construction Survey
- Verification Testing Services
- Environmental and Cultural Resource Services

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

### 5.0 Services by Others

N/A

### 6.0 Client Responsibilities

The Client/Client shall furnish or obtain from others the following services:

- Coordinate the appropriate resolutions, public hearings, and notices of intent.
- Participate in project concept reviews and provide written comments.
- Provide available topographic, right of way, and aerial imagery information.
- Provide legal, accounting and insurance counseling services as necessary for the project.



Professional Services Agreement 3<sup>rd</sup> St Sidewalk Extension 220390 03/09/2022 Page 5 of 11

 Coordinate/obtain appropriate location/facility for Public Meetings and provide public notices

### 7.0 Professional Services Fee

#### 7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

#### 7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

#### 7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

### 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

### 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$19,900.



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### 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

#### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

#### 8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

#### 8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

#### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

### 8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



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services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

#### 8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

#### 8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

#### 8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

### 8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

### 8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

#### 8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

#### 8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

### 8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.



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#### 8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

#### 8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

#### 8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

#### 8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the



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submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### 8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,



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employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

### 8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### 8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

### 8.27 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.



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#### 8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,			
HR GREEN, INC.			
Jeremy Kaemmer, PE, AICP		<del></del>	
Approved by:			_
Printed/Typed Name:	James Halverson		
Title: Vice President		Date:	3/10/2022
City of Anamosa			
Accepted by:			_
Printed/Typed Name:			
Title:		Date:	



# PROFESSIONAL SERVICES AGREEMENT

For

Anamosa - 2022 Sidewalk Program

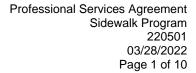
Beth Brincks, City Administrator City of Anamosa 107 S Ford St Anamosa, Iowa, 52205 (319) 462-6055

Jeremy Kaemmer, PE, AICP – Project Engineer HR Green, Inc. 8710 Earhart Lane SW Cedar Rapids, IA 52404 Project #: 220501

March 28,2022

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2.0	SCOPE OF SERVICES
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THIS **AGREEMENT** is between <u>The City of Anamosa</u> (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

### 1.0 Project Understanding

#### 1.1 GENERAL UNDERSTANDING

The CLIENT wishes to establish - comprehensive sidewalk repair and accessibility compliance programs.

COMPANY understands the CLIENT intends to perform annual compliance inspections and is requesting assistance with drafting appropriate city policies and ordinances, creating an implementation plan, and issuing program notices for the first year.

### **GOALS**

- 1. Develop a City-wide sidewalk policy for implementing new and maintaining existing sidewalks throughout the community
- 2. Create an implementation plan and schedule based on anticipated construction costs and available funding alternatives
- 3. Issue program notices for the first year

#### 1.2 DESIGN CRITERIA/ASSUMPTIONS

Sidewalk compliance and design criteria shall use design guidance from the Statewide Urban Design and Specifications (SUDAS), regulatory requirements from the American Disabilities Act (ADA), and guidance from Public Right-of-Way Accessibility Guidelines (PROWAG).

#### 2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

### 2.1 PROJECT ADMINISTRATION & COORDINATION

A. Project Monitoring & Progress Reports
Project Administration and Coordination will involve the management oversight of the
project which will include the on-going review of the project execution, documentation,
schedule and budget, contract file management, and general correspondence
between COMPANY and the CLIENT.

### B. Kickoff Meeting:

COMPANY and the CLIENT will meet to ascertain that the scope of services is clearly defined to maintain the project schedule. It is assumed the Kickoff will be attended by two (2) staff members of the COMPANY.

### C. Council Meetings/Work Sessions:

COMPANY will meet two (2) times with the City Council, it is assumed two (2) staff of the COMPANY will attend, in either a work session or other meeting to discuss the proposed policies, ordinances, and implementation plan.



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### 2.2 SIDEWALK POLICY & ORDINANCES

The COMPANY will assist the CLIENT in establishing the policy framework for the proposed sidewalk program.

#### A. Draft Policies & Ordinances:

COMPANY will create a draft set of sidewalk compliance policies and ordinances for the City to review and adopt. Policies and ordinances will address sidewalk criteria, notification procedures, and property assessments.

#### 2.3 IMPLEMENTATION PLAN

The COMPANY will outline a strategy for the City to schedule its inspections, plan for ADA ramp improvements, and to address sidewalk gaps.

### A. Proposed Implementation Plan:

COMPANY will develop a plan for implementing the proposed sidewalk policies & ordinances. This will involve dividing the city into four (4) or more zones, each to be inspected by the CLIENT, one (1) zone per year. After the first inspection is complete, COMPANY will assist the CLIENT in preparing the program notices for deficient sidewalks, an estimated replacement schedule and an estimated overall program cost based on number of ramps in the first region and an assumed sidewalk failure rate.

### 2.4 PROGRAM NOTICES

The CLIENT will need to inform affected property owners of their sidewalk deficiencies and their responsibilities related to its repair, before moving forward with their own repair project to address the deficiencies.

#### A. Issue Notices:

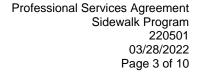
COMPANY will help draft program notices to the public about the program and issue notices to affected property owners regarding their sidewalk deficiencies. The property owners will be given a period of time to address those deficiencies themselves or hire a contractor to do it.

#### B. Compliance Tracking:

COMPANY will track the status of notified property owners using a GIS database and spreadsheet. Property owners who fail to remedy their deficient sidewalks, or inform the CLIENT they do not intend to, will be recorded and then reported to the CLIENT at the end of the response period so they may be added to a sidewalk repair contract.

### 2.5 REVISED IMPLEMENTATION PLAN

After the given response period for the affected property owners, the COMPANY will re-evaluate the Implementation Plan and revise it based on the rate of compliance, estimated program costs, and available funding. The revised plan will address the sidewalk repair and accessibility compliance programs using the information -during the one year of inspection and compliance tracking. This may mean reducing or increasing the scope of the programs for the following years or restructuring the proposed inspection zones. The revised Implementation Plan will include the proposed accessibility ramp locations and sidewalk compliance projects that should be addressed in the following year, as well as an annualized budget.





### 3.0 Deliverables and Schedules Included in this Agreement

- 1) Proposed Sidewalk Ordinances
- 2) Implementation Plan
- 3) Program Notices & Tracking
- 4) Revised Implementation Plan

Kick off One (1) weeks from NTP First Council Meeting/Work Session Two (2) weeks from NTP Draft Ordinances, Policies, & Improvement Plan Three (3) weeks from NTP Second Council Work Session & Council Approval Four (4) weeks from NTP Ten (10) weeks from NTP Inspection (CLIENT) **Data Evaluation** Twelve (12) weeks from NTP **Program Notices Issued** Twelve (12) weeks from NTP Twenty-six (26) weeks from NTP Program Compliance Report Revised Implementation Plan Twenty-eight (28) weeks from NTP

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

### 4.0 Items not included in Agreement/Supplemental Services

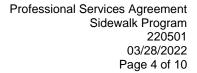
The following items are not included as part of this AGREEMENT:

- Engineering Design Services
- Plan Preparation
- Bid Documents
- Topographic Survey
- Compliance Inspection
- Construction Administration
- Construction Observation
- Construction Survey
- Eminent Domain/Condemnation Services.
- Private Utility Relocation Design and Plan Preparation.
- Public Engagement

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

### 5.0 Services by Others

None





### 6.0 Client Responsibilities

The Client/Client shall furnish or obtain from others the following services:

- Perform annual compliance inspections & identify ramps to be replaced
- Coordinate appropriate resolutions, public hearings, and notices of intent.
- Send notifications to affected property owners.
- Participate in program planning and provide written comments.
- Provide legal, accounting and insurance counseling services as necessary for the project.
- Coordinate/obtain appropriate location/facility for Public Meetings and provide public notices.

### 7.0 Professional Services Fee

#### 7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

#### 7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

#### 7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

#### 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

### 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$35,000



Professional Services Agreement Sidewalk Program 220501 03/28/2022 Page 5 of 10

#### 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

#### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

#### 8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

#### 8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

#### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

#### 8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

#### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.



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#### 8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

#### 8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

#### 8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

### 8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

#### 8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

### 8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

#### 8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.



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### 8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

#### 8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

#### 8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

### 8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

#### 8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

#### 8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT



Professional Services Agreement Sidewalk Program 220501 03/28/2022 Page 8 of 10

or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### 8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also



Professional Services Agreement Sidewalk Program 220501 03/28/2022 Page 9 of 10

agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



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#### 8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

#### 8.27 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

#### 8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Jeremy Kaemmer, PE, AICP						
Approved by:			_			
Printed/Typed Name:	Andrew Marsh, PE					
Title: Vice President		_ Date:	March 24, 2022			
City of Anamosa						
Accepted by:			_			
Printed/Typed Name:						
Title:		Date:				



8710 Earhart Lane SW
 Cedar Rapids, IA 52404
 Main 319.841,4000 + Fax 713.965,0044

HRGREEN.COM

March 22, 2022

Steve Agnitsch, Utility Superintendent City of Anamosa 1205 Walworth Avenue Anamosa, Iowa 52205

Re: Engineering Services Proposal – Sewer Replacement between Ford St. and N. Huber St. from Webster St. to North of Main St

Dear Steve,

Thank you for reaching out to HR Green for assistance with the sanitary sewer replacement project outlined here within. It is our understanding that the City of Anamosa would like to upsize three segments of sanitary sewer located within an alley between Ford St. and N. Huber St. from Webster St. to just North of Main St. Approximately 1,300 feet of 4-inch and 6-inch sanitary sewer will be upsized to 8-inch PVC and four manholes will be replaced. Much of the sewer is 4 to 5 feet deep and located under a 10-foot-wide asphalt alley drive.

Due to the number of services, a trenchless sewer installation would not be ideal. Furthermore, the sewer is too small to be televised using a crawler camera and exact service locations are therefore unknown. A trenched sewer installation would allow services to be exposed and reinstated accordingly, whereas a trenchless option would fail to reinstate unidentified services. Construction space will be limited with the open-trench method due to the narrow working space in the alley. However, the sewer appears to be relatively shallow and a trench box could be installed if necessary to keep the excavation area as small as possible.

Assuming a trenched construction method, all paved areas will be restored to their original material (assumed to be asphalt in the alleys and E-W road crossings and gravel in the remaining areas).

The Scope of Services is based on the following assumptions:

- The City of Anamosa has permanent easements over the sewer within the project area.
- Disturbed area in construction will be less than one acre so a SWPPP and NPDES Storm Water General Permit No. 2 will not be required.
- Depending on the width of the permanent easements, temporary easements may be needed for construction. HR Green's surveying subconsultant will provide written easements for the City of Anamosa to present to affected property owners for signature.
- Iowa Statewide Urban Design and Specifications (SUDAS) will be used for technical specifications.
- One construction bid package is associated with this project.
- A separate contract will be prepared by HR Green for construction services (construction administration and part-time observation) after the project is permitted and ready to bid.
- This project will not be funded using Clean Water State Revolving Loan Funds (SRF). If funded through SRF, the project will have additional administrative requirements such as an Environmental Review and requirements for Davis Bacon Wage Rates and Buy American Iron and Steel and the engineering services fee will need to be adjusted accordingly.

The Scope of Services will include the following tasks:

#### PHASE 1 - DESIGN

#### A. PRELIMINARY AND GENERAL WORK

1. **Project Management.** Provide on-going project management including budget and schedule management for the entire project duration.



- 2. Complete the Self-Assessment Matrix and Work Record Request as required by the IDNR. A Facility Plan is not required for this project.
- 3. Contact the IDNR and request assignment of a Project Manager.
- 4. **Project Progress Meetings**. HR Green will conduct one status review meeting with the City to present 90% plans and specifications to the client.
- 5. **Topographic Survey, Property Research, and Temporary Easements.** Through a subcontract, complete a topographic survey for the project location as well as property research to establish right-of-way boundaries and existing easements. The survey should be based on USGS horizontal and vertical control. Surveying will include one-call for utility locations. Temporary easements will be created for the project area unless the permanent easement area is adequate for construction.

#### B. 90% CHECK PLAN PREPARATION.

- 1. HR Green shall compile 90% design, contract drawings, and cost estimates for the proposed improvements. The work tasks to be performed include the following:
  - Finalize title sheets, including sheet index, legends, and location map.
  - Prepare final bid items to be included in the Project as well as final quantity tabulations, general notes and estimate reference information.
  - Finalize right-of-way and easement plan sheets, including permanent and temporary easements for construction purposes.
  - Finalize location and drafting of private utility relocations on the plan sheets, determined from coordination with the utility companies during design.
  - Prepare draft specifications, including Notice of Hearing and Letting, Instruction to Bidders, Bid Forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, and Supplementary General Conditions. The documents shall be prepared for selection of private construction contractors on a competitive bid basis. The current SUDAS Standard Specifications for Public Improvements will be used where appropriate.
  - Complete an internal quality assurance quality control (QA/QC) review of the design and make recommended changes as needed.
  - Update the opinion of probable construction cost for the Project work.
  - Prepare final demolition and civil drawings and details.
  - Prepare final civil specifications.
- 2. **Check Plan Documents Review.** HR Green will conduct a meeting with the City to review the design and resolve any questions. Three (3) copies of the design documents will be provided to the City staff prior to the meeting. HR Green will make necessary modifications to plans and specifications based on feedback from the City staff.
- 3. Permits. HR Green will participate in discussions with the IDNR and assist in preparation of required Wastewater Construction Permits. HR Green will prepare the permit applications and provide technical criteria, written descriptions and design data for the City's use in filing applications for permits. Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The schedule for obtaining permits from the various regulatory agencies is not within HR Green's control.

### C. CONSTRUCTION DOCUMENTS.

- 1. HR Green shall compile construction documents and prepare the project for advertisement/bidding. Specific activities and deliverables from this task are described below:
  - Prepare the final specifications, including Notice of Hearing and Letting, Instruction to Bidders, Bid Forms, Bond Forms, Agreement Forms, General Conditions of Construction



City of Anamosa
Page 3 of 4
March 22, 2022

Contract, and Supplementary General Conditions. Prepare detailed specifications, special provisions and other documents for the proposed construction work and for the materials and equipment required.

- Submit two copies of signed plans and specifications to the City for advertisement and bid letting. Provide one electronic copy and one set of reproducible originals for development of sets of construction documents.
- Finalize the opinion of probable construction cost based on final project quantities with description of bid items, estimated quantities, and unit prices reasonable for the scope, schedule, and anticipated job site and conditions.

#### PHASE 2 - BIDDING

- 1. HR Green shall assist in the preparation of the formal Notice of Hearing and Notice to Bidders. Publication and costs shall be borne by the City. HR Green shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.
- 2. HR Green shall print the required number of drawings, specifications, and contract documents for distribution to prospective bidders for the project. For budget purposes it is estimated that ten (10) half-size (11"x17") plan sets and specifications will be duplicated and assembled for distribution. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.
- 3. HR Green shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
- 4. HR Green shall have a representative present when the bids and proposals are opened, shall make tabulation of bids for the City, shall advise the City on the responsiveness of the bidders, and assist the City in making the award of contract. After the awards are made, HR Green shall assist in the preparation of the necessary contract documents.

#### **ADDITIONAL SERVICES**

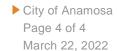
The following services are **not** included in the Scope of Services. Supplemental services be provided by COMPANY under separate agreement, if desired.

- 1. Permits not listed above.
- 2. Environmental field studies and preparation of environmental documents.
- 3. Funding application preparation and management.
- 4. Geotechnical evaluation.
- 5. Condemnation services.
- 6. Material testing and certification services.
- 7. Construction survey and staking.
- 8. Additional engineering services related to rebidding or bid protests.

### **CLIENT RESPONSIBILITIES**

The City shall furnish or obtain from others the following services:

- 1. Coordinate the appropriate resolutions, public hearings, and notices of intent.
- 2. Prepare for and coordinate condemnation proceedings, if required.
- 3. Participate in project design reviews and provide written comments.
- 4. Provide available record drawings and other information on existing utilities.





- 5. Provide legal, accounting, and insurance counseling services as necessary for the project.
- 6. Secure Special Use or local permits required by the City or the County.
- 7. Coordinate with property owners to secure signed temporary easements prior to construction.

#### **DELIVERABLES AND SCHEDULE**

The following schedule includes reasonable allowances for review and approval times required by the City and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the City or for delays or other causes beyond the control of HR Green. The schedule assumes an agreement is obtained by no later than May 1, 2022.

Deliverable	<b>Estimated Completion Date</b>
Site Survey	June 2022
Design Development – 90% Design	September 2022
Construction Documents – 100% Design	October 2022
Bidding Assistance	November 2022
Construction	TBD

### PROFESSIONAL SERVICES FEE

A Lump Sum professional services fee of \$35,000 is proposed for engineering design and bidding. The fee will be broken down as follows:

Phase 1 – Design Services \$31,000 Phase 2 – Bidding Services \$4,000

Please contact me at 319-841-4304 or <a href="mailto:higher-ncom">hjindrich@hrgreen.com</a> if you have any questions or need any additional information.

Sincerely,

HR GREEN, INC.

**Haley Jindrich, P.E.**Project Engineer

Haly Jilih

### **RESOLUTION NO. 2022-**

## RESOLUTION APPOINTING INTERIM CITY ADMINISTRATOR/CLERK AND SETTING INTERIM SALARY

WHEREAS, the current City Administrator/Clerk, Beth Brincks has resigned and final day will be April 8, 2022; and

**WHEREAS**, it has been recommended that the City Council appoint an Interim City Administrator until such a time that a new City Administrator is hired and in place.

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA,* authorizes the hiring and setting of interim salary for Jeremiah Hoyt, Police Chief to the position of Interim City Administrator/Clerk, effective March 28, 2022 until such a time that a new City Administrator/Clerk is hired and in place.

**Employee Name** 

seconded the motion to adopt. The roll was called and the following indicates

**Annual Salary** 

	Interim City Admir	istrator/Clerk	Jeremiah Hoyt, Police Chief	\$87,000	
Coun	cilmember	introduced tl	ne foregoing Resolution N	<b>10. 2022-</b> and moved for its	adopti

Position

Councilmember \_\_\_\_ the result of the vote.

COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
SMITH				
TUETKEN				
ZUMBACH				
STOUT				
GOMBERT				

<b>PASSED AND APPROVED</b> this 28 <sup>th</sup> day of March, 2022.	
ATTEST:	ROD SMITH, MAYOR
BETH BRINCKS, CITY CLERK	

### **RESOLUTION NO. 2022-**

### RESOLUTION APPOINTING INTERIM POLICE LIEUTENANT AND SETTING INTERIM SALARY

WHEREAS, the current City Administrator/Clerk, Beth Brincks, has resigned; and

WHEREAS, the Interim City Administrator/Clerk position will be filled by Police Chief Hoyt; and

**WHEREAS**, the Interim City Administrator/Clerk will be carrying out the duties of that office as well as Police Chief, there is a need to appoint an Interim Police Lieutenant who can assist with the Police Chief duties.

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA*, authorizes the hiring and setting of interim salary of Nick Brokaw, Police Sargent to the position of Interim Police Lieutenant effective March 28, 2022 until such a time that a new City Administrator/Clerk is hired and in place.

Position	<b>Employee Name</b>	Hourly Wage
Interim Police Lieutenant	Nick Brokaw, Police	\$33.00/hour
	Sargent	

Councilmember result of the vote.		0 0	on No. 2022- and mo	
COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
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SMITH				
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STOUT				
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**PASSED AND APPROVED** this 28<sup>th</sup> day of March, 2022.

	ROD SMITH, MAYOR
ATTEST:	
BETH BRINCKS, CITY CLERK	

# **Elizabeth A. Hansen**, ICMA-CM, SHRM-CP



## **Contact Information**



1210 NE 29<sup>th</sup> Street Ankeny, IA 50021



515-391-9816



Ehansen.mmc@gmail.com



midwestmunicipalconsulting.com

"Every community is unique, and we strive to provide our clients with personal attention and professional services to help strengthen their organization and focus on the future."



### Education

University of South Dakota, Vermillion, South Dakota Master of Public Administration

### Accreditation

Credentialed City Manager from the International City/County Manager's Association Certified Municipal Clerk in the State of Iowa Certified Human Resource Manager from the National Society of Human Resource Management

### Biography

Elizabeth Hansen, Founder and President of Midwest Municipal Consulting, L.L.C., is pursuing her passion to serve clients with organizational effectiveness training, short and long-term goal setting, strategic and action planning. Hansen and her team will also assist with capital improvement and equipment replacement planning and a variety of human resource needs, including executive professional searches filling critical leadership positions.

A native of the Midwest, Ms. Hansen has over 18 years of experience in local government management, including as City Administrator in Elk Point, South Dakota as well as Jefferson, Nevada, Windsor Heights, and West Liberty, Iowa. Her communities benefited from her leadership and proficiency in community visioning and financial planning. These skills, abilities and experiences are vital tools to promote and develop growth in rural and small communities throughout the Midwest.

### Acknowledgements

In 2020, Midwest Municipal Consulting, LLC was recognized as a Targeted Small Business in Iowa by the Iowa Department of Economic Authority.

Hansen was named Manager of the Year in 2014 by the Iowa City/County Management Association, and in 2007 she became the first recipient of the organization's Emerging Leader award.

### **Affiliations**

International City/County Manager's Assn. Past committee and member since 2002

Iowa City/County Manager's Association Past executive board, lecturer and member since 2004

Iowa League of Cities Past board, committee member, lecturer and member since 2004

Iowa Municipal Professional Institute Lecturer in 2016, 2017 and 2020

National Society for Professional Human Resource Management Member since 2018

Central Iowa Human Resource Management Member since 2018

Ms. Hansen's history as a City Administrator and her connections across the State of Iowa, enables her to combine the knowledge of the municipal profession to assist clients to help strengthen organizations and bring solution into focus.



515.391.9816 • ehansen.mmc@gmail.com www.midwestmunicipalconsulting.com 1210 NE 29th Street • Ankeny, Iowa 50021

### **Executive Recruitment**

We take pride in working with our clients to find the best possible fit for your community and organization. We find highly talented individuals with a commitment to serve the public, and our placements will be some of the best and brightest in their fields. We have experience in the placement of City Administrator/Manager, Police Chief/Public Safety Director, City Clerk, Fire Chief after Public Safety Director, and Finance Director, Public Works Director, Parks and Recreation Director, and Building and Zoning Official.

## **Goal Setting & Strategic Planning**

It is imperative for every leadership team to meet, each or every other year, in a relaxed and positive environment to enhance communication, develop consensus on issues and opportunities, review roles, and build team spirit. This process is beneficial in achieving board effectiveness by developing a future focus, so your organization can move forward together.

## **Capital Improvements Plan (CIP)**

A CIP serves as an effective guide for the efficient and effective provision of public facilities, outlining timing and financing schedules of capital and infrastructure projects for a five-year planning period. The City Council reviews and updates the Plan annually and only approves the first year of the Plan during the fiscal year budget process. Midwest Municipal Consultants have a team of engineers and financial advisors to assist them in putting together a plan that can work for your organization.

### **Board Effectiveness Training**

Midwest Municipal Consulting works directly with local government and community leaders to assess their needs, evaluate and improve their effectiveness, and build teamwork. While internal expertise likely exists, some organizations do not have the time or feel comfortable having these tense conversations with their own boards. Our team can assist with paving the way for improved overall organizational effectiveness.

## **Equipment Revolving Planning (ERP)**

An Equipment Revolving Plan is a method for the replacement of fleet. By directing certain general fund or other special revenues into a revolving account, the department is able to replace all fleet in each particular department over a period of fifteen (15) years. The first year of the Equipment Revolving Plan, will be included as part of the budget submitted for City Council approval each year.



### **Updated Job Descriptions**

Of all the important tasks that are included in the hiring process, making sure that job descriptions are up-to-date may not always be on your radar. Outlining and updating job descriptions is an important piece of preparing for future hiring objectives, cultivating current employee productivity, and ensuring long-term workforce sustainability.

## **Compensation Studies**

An organization needs talented and skilled individuals to build a successful City. Because these talented people are highly sought after, an attractive pay structure is often the key to bringing, and keeping, the best candidates on board.

### **Grant Writing**

Midwest Municipal Consultants ensure efficient administration and operations of grant programs, including maintaining a process to monitor for changes in grant terms and conditions that occur after the acceptance of a grant; establishing a project plan with timelines and parties responsible for implementing the steps of the plan.

515.391.9816 • EHANSEN.MMC@GMAIL.COM

WWW.MIDWESTMUNICIPALCONSULTING.COM

Call today to discuss how Midwest Municipal Consulting can help your organization grow and develop!



## 2022 IOWA'S CITY PROFESSIONAL DEVELOPMENT CALENDAR

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## **CONFERENCE DATES** -

March 6-9, 2022 • National League of Cities Congressional Conference

March 16-18, 2022 • Iowa Municipal Managers Institute Spring Conference

April 6-7, 2022 • Iowa Employment Spring Conference

April 20-22, 2022 • Iowa Municipal Finance Officers Association Spring Conference

June 5-8, 2022 • Government Finance Officers Association Annual Conference

July 13-15, 2022 • Iowa Municipal Managers Association Summer Conference

**September 18-21 2022 •** International City/County Managers Association Annual Conference

**September 28-30 2022 •** Iowa League of Cities Annual Conference

October 19, 2022 • Iowa Employment Fall Conference

October 19-21, 2022 • Iowa Municipal Finance Officers Association Fall Conference

November 16-19, 2022 • National League of Cities City Summit Conference





Executive Recruitment

Organizational Effectiveness Training

Goal Setting and Strategic Planning

Job Descriptions

Compensation Studies

Capital Improvement Planning

March 4, 2022

Beth Brincks City Administrator/City Clerk 107 South Ford Street Anamosa, IA 52205

### RE: City Administrator Recruitment Proposal - Midwest Municipal Consulting, LLC

Dear City Administrator, Honorable Mayor and Members of the City Council:

This engagement letter will confirm our recent conversations and provide an agreement basis for my services in connection with the search of your next City Administrator. It is my understanding that the City desires recruitment assistance, for which I am pleased to offer my services.

Finding the right person to carry out the directions of the Mayor and Council is a major process. This is more labor intensive than finding people to fill other positions within the city's workforce. Cities are staffed to do the routine steps for regular employee selections. They are not staffed to do the tasks associated with executive searches. The decision to use a consulting service is a proper use of resources. Identifying the right person is more than finding someone with the credentials. It is finding the person that will fit best within the organization and the community.

I trust the current content and format of the attached proposal is in line with your thinking; if not ideal, we can alter accordingly.

Enclosed also is biographic information. You can see that I am a Certified Professional Human Resource Manager (SHRM-CP) and Credentialed City Manager (ICMA) with near twenty years of experience with managing human resource matters and conducting executive searches.

Your signature at the bottom of the proposal will confirm your acceptance of my service and payment details. Please forward a signed copy to me and I will enter an acceptable meeting date on the calendar and begin immediate preparation for your search.

I look forward to working with the City of Anamosa. If you have any questions regarding this proposal, please contact me at 515-391-9816.

Respectfully submitted,

Elizabeth A. Hansen,

ICMA-CM, ICMC, SHRM-CP

Clizabeth A. Hansen

President Enc(s)



# CITY ADMINISTRATOR EXECUTIVE SEARCH PROPOSAL



Elizabeth A. Hansen, Founder and President 1210 NE 29<sup>th</sup> Street, Ankeny IA 50021 515-391-9816

March 4, 2022



### **Introduction and Eligibility**

Midwest Municipal Consulting, LLC represents municipalities, non-profit organizations, and businesses in the Midwest. Our professional team specializes in short and long-term goal setting and community visioning, strategic, action, capital improvement and equipment replacement planning, and a variety of human resource needs, including executive professional searches filling critical leadership positions.

Is the mission of your community to provide high quality services that meet the needs of your residents? We bring extensive experience and professionalism and can customize our support to meet your individual needs and concerns.

Our executives and facilitators are certified professionals in Human Resource Management from the National Society of Human Resources (SHRM-CP). They have been community leaders; leading searches such as these for decades. We know that executives play a critical role in how services are provided to the public and how local government and non-profit organization resources are utilized. We take pride in working with our clients to find the best possible fit for your community and organization. We find highly talented individuals with a commitment to serve the public, and our placements will be some of the best and brightest in their fields.

Midwest Municipal Consulting, LLC was founded by Elizabeth Hansen, President and Founder, in 2016. A native of the Midwest, Ms. Hansen has over 18 years of experience in local government management, including as City Administrator in Elk Point, South Dakota as well as Jefferson, Nevada and Windsor Heights, Iowa. Her communities benefited from her leadership and proficiency in community visioning and financial planning. These skills, abilities and experiences are vital tools to promote and develop growth in rural and small communities throughout the Midwest. She has a master's in Public Administration from the University of South Dakota and a bachelor's degree in Paralegal Studies from National American University in Sioux Falls, South Dakota.

Hansen was named Manager of the Year in 2014 by the Iowa City/County Management Association, and in 2007 she became the first recipient of the organization's Emerging Leader award. Ms. Hansen is also a Credentialed City Manager from the International City/County Manager's Association (ICMA-CM), Certified Municipal Clerk in the State of Iowa and Certified Human Resource Professional from the National Society of Human Resource Management (SHRM-CP).

Assisting Midwest Municipal Consulting is Kandi Reindl-Sullivan. Reindl-Sullivan is a native of Iowa, Ms. Sullivan has over 29 years of experience in local government, recently retiring from the City of Des Moines, Iowa as Assistant to the City Manager. Over the years at the City of Des Moines, her responsibilities included City Manager's Office liaison to the police and fire departments, staff to the City's Legislative Subcommittee, staff to the Metropolitan Advisory Council (MAC) and was Coordinator for the City's Special Events Team.



## Scope – Proposed Strategy

Ms. Hansen brings years of experience working closely with elected officials and department directors in many city planning settings. Her search process is based on prior experience and on a proven search methodology. The goal of this process is two-fold. First, to maximize your input while minimizing your time investment until we have a small, select pool of final candidates. Second, to provide you with the benefit of my expertise as you select a candidate who best matches your needs.

Task		Fee							
Phase I:	We learn the community's needs through interviews with key city	\$1,000							
Learn the	employees, elected and/or appointed officials, and any identified								
Community's	leaders in the community, such as the School Superintendent,								
Needs	chamber, developers and other citizens selected by the Council. An								
	appropriate compensation is determined. The outcome of all is								
	shared with the Mayor and City Council members.								
Profile the	Based on the above input, I work with the Mayor and City Council	\$1,800							
Position and	members to delineate the skills, knowledge, and abilities a successful								
Marketing	candidate must possess, along with the important traits, attitudes,								
Strategy	and values. I do this by way of several informal meetings with city								
	delegates to identify their thoughts on the critical strengths and								
	characteristics they seek in a new leader. These meetings enable us								
	to learn the City's requirements for the position, such as experience,								
	education, and training, as well as management and communication								
	style. We then discuss the challenges the City is facing and the goals								
	for the next three to five years. I develop a position profile which								
	includes a comprehensive job description, an overview of the								
	community, the key opportunities and challenges facing the								
DI II	candidate and the selection criteria established for the search.								
Phase II:	We tap the candidate pool in a variety of ways.	\$1,300							
Tap the	1) We develop and place advertisements in appropriate								
Candidate Pool	professional publications and newspapers.								
	2) We develop and distribute the position profile to likely								
	candidates and others who may be interested or helpful.								
	3) Our personal contacts with City Managers/Administrators								
	and City Clerks throughout the state and region tend to be								
	the most fruitful source of top applicants.								
	4) We seek out and encourage top-level people to apply for the								
	position who may not be looking for employment or who								
	may be reluctant to apply directly to the City.								
	5) We review my files to find candidates who we know already								
	meet your specifications and contact people in local								
	governments who may know suitable candidates for the								
	position.								



Screen,	Upon receipt of applications, we will screen and pre-quality	\$2,000
Evaluate,	candidate for you. We do this by reviewing the applications and	
Interview	narrowing the candidate pool based on the extent of match with the specified criteria. This narrowed pool is then further reduced through written samples, one-on-one meetings, or telephone interviews with the candidates. A written report of backgrounds, strengths, accomplishments, writing samples and reference results are provided.	
Background Checks	For candidates who pass the screening stage above, we conduct complete and thorough background investigations on their employment, education, criminal and general background. We also make inquiries to individuals who are working with or have worked with the applicant. After background checks are completed, we screen down the top three to five candidates (number of finalists you desire).	\$2,000
Phase III:	Once the finalists have been determined, they are invited to attend	\$1,800
Narrow the Field	an on-site evaluation/interview for one or two days. At this time, they are given a tour of the City and meetings with selected community leaders, staff, and City officials are arranged. We will provide scheduling and logistics support. We will also work with you to develop appropriate interview questions and travel arrangements for the on-site interviews.	
Make Offer	We work with you and your City Attorney to help structure an offer that meets the City's needs. We may assist the City with the development of an employment contract, if necessary.	\$700

## References

Recent Midwest Municipal Consulting executive search experience includes:

City/Pop	Position	Contact	Number
Ottumwa (24,321)	City Administrator (2020)	Tom Lazio	(641) 683-0600
West Liberty (3,736)	City Manager (2020)	Lee Geertz	(319) 627-2418
Griswold (1,036)	City Manager (2020)	Carmen Sorenson	(712) 249-2198
West Liberty (3,736)	Police Chief (2021)	Lee Geertz	(319) 627-2418
West Liberty (3,736)	City Manager (2021)	Lee Geertz	(319) 627-2418
Center Point (2,555)	City Administrator (2021)	Paula Freeman-Brown	(319) 310-0568
Carroll (10,103)	Parks & Recreation Director (2021)	Mike Pogge-Weaver	(712) 775-7505
Washington (7,266)	City Administrator (2021)	Jaron Rosein	(319) 321-5365
Humboldt (4,792)	City Administrator (2021)	Gloria Christensen	(515) 332-3435
Woodbine (1,488)	City Administrator (2021)	Kristina Kelly	(712) 647-2550
Garner (4,792)	City Administrator (2021)	Kelly White	(641) 923-2588
Denison (8,337)	City Manager (2022)	Terry Crawford	(712) 263*3143



## **Proposed Recruitment Timeline**

Here is a proposed tentative search timeline:

March	City Council approved a contract with a consulting firm to hire City Administrator
April	Confidential Interviews with Department Heads, Mayor and City Council and any focus groups
April	Update the job description and Prepare a Profile for the Position
April	Council approves job description and profile
April	Prepare advertisements and a list of potential candidates. Consultants advertised for the position on various websites. Emailing profile. Phone calls to potential candidates.
April	Deadline for applications and Screening of Candidates
May	If necessary, Special Council Committee or Board Meeting – Closed Session to Update City Council on Process. Provide list of finalists ranked by consultant for review by Council Personnel Committee and any other delegates. Finalists reduced to 3-5. Select candidates for interview and to confirm dates/times of interview.
May	Phone, Skype, or Zoom Interview and/or Written Sample
May	Send a packet of Information to Candidates for Formal Interviews
May	Education Verification, Criminal Background Checks - Finalists Call to Candidate References and Coordinate Interviews
June	<ul> <li>Formal Interviews. Additional elements of interview process may include:</li> <li>Tour provided by City.</li> <li>Interviews by Department Heads.</li> <li>Interviews to be conducted by community leaders (from boards, chamber, EDC, business, and volunteers.</li> <li>Public open house and formal presentations.</li> <li>Comment cards provided and collected at each event.</li> <li>Finalist does public presentation and final interview with City Council.</li> <li>Comment cards provided to Mayor and Council before deliberation.</li> <li>Closed Session to deliberate and direct the consultants to negotiate wage and other details of an employment offer (and contract, if necessary).</li> </ul>
June	Extend offer of employment. May include consultant to draft agreement. City Attorney reviewed and amended the agreement for execution.
June	City Council to approve offer of employment (contract) at Council Meeting.
July	City Administrator to start, depending on 30-day or 60-day notice requirement per previous contract



### **Benefit Statement**

The City will benefit by awarding the contract to Midwest Municipal Consulting, LLC because the President and Founder has over nineteen (19) years of municipal experience in the Midwest and mostly in Iowa. The connections throughout the state of South Dakota, Iowa, and some in Nebraska, Minnesota and Illinois is great. It is helpful Ms. Hansen has experience and relationships built while serving on the Iowa League of Cities (ILC) Board of Directors, Iowa City Manager's Association, and many board positions she has served. She facilitates sessions for the Iowa Municipal Professional's Institute offered by Iowa State Extension and hosts a booth at the ILC and Iowa Finance Officers Association (IMFOA) Conferences, to stay in front of potential candidates. For all these reasons, Ms. Hansen can leverage an extensive network of contacts that most out of state, part-time or semi-retired consultants may not.

#### Attachments

- Previous Position Profile
- Midwest Municipal Consulting Service Infographic
- Professional Profile

### **Professional Fee and Payment Policy**

Midwest Municipal Consulting will conduct the search and provide all of the related services outlined above for a flat fee of **\$10,600** plus expenses, which includes the cost of advertising and mileage. Normally expenses do not exceed **\$1,500**. The City will pay for the costs associated with bringing finalists into the community to interview.

In normally takes 90-120 days to complete a candidate search and fill a position at this level. Fees are payable in three equal payments, with the first one-third payment due at the signing of the agreement; one-third due after Phase II and the final payment due at the time the employment agreement is offered.

If for some reason the City chooses to re-advertise the position, the City shall pay a flat fee of \$5,000, plus expenses.

If the above proposal meets with yo	our approval and is accepted, please sign below, and return one
original to me. This proposal can b	be honored for the next 30 days. Thank you.
Rod Smith, Mayor	Elizabeth A. Hansen, President
-	Midwest Municipal Consulting, LLC





The City of Denison, Iowa seeks a proactive and experienced forwardthinking leader who will build trust, community relations and the leadership team to serve as the next ...

## CITY MANAGER

Denison, Iowa is the home of 8,373 residents with a diverse population located 75 miles from Sioux City, and close to big cities like Omaha, NE and Des Moines, IA. Neighboring cities are Carroll, Harlan, and Ida Grove to name a few.

Denison's diversity radiates throughout the city seen in their businesses, education, community, and recreation services. The city embraces their diverse community with over 20 spoken languages and approximately 2300 students in the area.

Denison is home to two satellite universities, Buena Vista and Western Iowa Tech Community College, with Buena Vista Universities on-site campus being just 50 miles away. Nearby universities include Morningside, Creighton, University of Nebraska Omaha in Omaha, Briar Cliff in Sioux City and Iowa State in Ames.

More information on the community is available at:

Chamber of Commerce, Economic Development,
City
https://denisonia.com/

School District <a href="http://www.denison.k12.ia.us/">http://www.denison.k12.ia.us/</a>





### The Community

Arts and Culture: Denison is home to The Donna Reed Heritage Museum, a museum dedicated to the late actress best known for her role in "It's a Wonderful Life". The heritage museum doubles as both a memoriam for the actress as well as a performing arts center. The Donna Reed Heritage Museum is a must see attraction when visiting Denison. On top of a performing arts center, Denison also has a movie theater, Crawford County Cinema 4, which showcases the latest and greatest movies. Another museum in Denison, The McHenry House, houses numerous artifacts for the city including Donna Reed's Oscar! The City also hosts an annual Tri-City BBQ event, gathering people near and far for a two-night celebration. The event consists of vendors, activities for kids, a car show, Iowa Craft beer, all for free!

**Sports and Leisure:** There are countless activities and attractions in Denison. With numerous city parks, the city's aquatic center, and the Majestic Hills Golf Course, there are plenty of activities to do in the summertime. Other attractions include Lucky Lanes Bowling, Crawford County Speedway and there are always sporting events taking place for Crawford County Athletic Association.

Education: Denison has multiple options for children to attend school. Public schools include Denison Elementary, Denison Broadway Elementary, Denison Middle, and Denison High School. There are five different early childhood options as well as two private schools, St. Rose of Lima Catholic School and Zion Lutheran School. As mentioned above, Denison is home to two satellite universities with both Western Iowa Tech Community College and Buena Vista University.









## The Community, continued...

### **Health Care and Churches:**

The city of Denison provides quality health care services including, but not limited to, dental, vision, clinics, chiropractic services, and a hospital. All the services provide the best physicians and health care workers. Crawford County Memorial Hospital is a modern facility able to meet today's standards and provide the best quality services to patients. With numerous health care services, there are also 15 churches to help celebrate the community's diversity.



### Library:

The Norelius Community Library is a full-service and a vital part of the Denison community. Fiction, non-fiction reading materials as well as periodicals and DVDs are available for patrons with borrowing privileges. We also offer faxing, copying, and laminating for a nominal fee, free scanning, free WiFi, public access computers. We have several Maker Spaces available for use including VHS/DVD Conversion, Sewing Machine and Cricut machines. The children of the community can enjoy the Children's Library, located on the 2nd floor of the library and everything in this space is geared toward children up to the 5th grade. We offer programming all year for all age groups: Adults, Teens and children.

#### **Parks and Recreation:**

Denison has 16 parks to explore with 2 miles worth of trails. The city parks have open shelters available to rent to host birthday parties and other occasions. There are three sports complexes; a tennis court complex, Northside Recreation Complex, and a little league complex. Denison Aquatic Center provides a lot of fun for families with a six-lane indoor slide, sand volleyball courts, diving board, a kids zone, and to top it off, a miniature golf course!



#### Fire:

The Fire Department consists of 30 volunteer firemen and a full time chief. Denison Fire Department doesn't just provide services for their residents, but serves more than 10,000 residents in a 100+ mile radius!



### **Police:**

The Denison Police Department consists of 13 full-time officers and 7 civilian officers.

## Governance and the Organization

Denison was incorporated in 1875 and is the county seat of Crawford County. The city operates under a Mayor-Council form of government with a council appointed city manager. The council consists of two council members elected at large and one council member from each of three wards as established by the Code of Ordinances, elected for overlapping terms of four years. The regular City Council Meetings are on the first and third Tuesday of each month at 5:00 p.m. in Council Chambers at Denison City Hall. The Mayor is elected for a term of two years with the position being part-time. The mayor does not have an office in City Hall.

Denison is a full government service community, including Administration, Library, Code, Fire, Police, Parks and Recreation, and Public Works. The city enjoys a stable and diverse staff, working together to make Denison a great city with 49 full-time and permanent part-time personnel and 50 seasonal personnel.

The city has a Levy rate of 19.05, a Moody's Bond Rating of A, a general fund of approximately \$5 million, a project budget of near \$4 million, and an overall total budget of approximately \$19 million. The city's finances are strong and stable, promising a bright future ahead.

## Leadership and Innovation Opportunities

#### **Current Priorities**

The City would like to hold a goal setting work session soon after appointment of the next City Manager. The next City Manager will participate in the process and will be expected to develop long-term strategies that will help the city address the current projects and priorities:

- ♦ A Wellness Center.
- Housing development and programs.
- Business expansion and retention; emphasize economic development to increase the tax base.
- ♦ Annexation add areas surrounding Denison by expanding corporate limits for housing, industrial/commercial business development.
- Improve the interaction of diverse populations with community events.
- Create and implement a capital improvement plan and equipment replacement plan.
- Create and implement a master trail system plan for walking/biking within corporate boundaries and surrounding areas.
- ♦ Succession Planning.



### **Desired Capabilities**

The City of Denison seeks a visionary leader to be the next City Manager. The ideal candidate will have an ability to see the big picture, be a strategic thinker, and leader with the ability to make sound decisions that are in the best interest of the city.

city manager should The have management style that values employee involvement and promotes fairness. The city manager's team-building characteristics should include understanding and flexibility in allowing employees and supervisors the latitude to make decisions on how to meet the objectives, results in a higher level of job satisfaction and performance. The city manager's ability to promote interdepartment and community communication and collaboration is vitally important to maintain the city's cooperative relationships departments and with local groups and organizations.



The City of Denison enjoys financial stability, maintaining the same levy rate for several-years. It is important to the City that the candidate has budgeting and fiscal management experience to maintain the city's sound financial standing. Forecasting long-term needs, financial planning and awareness of bonding practices and Tax Increment Financing (TIF) is critical.

Every community is working on economic growth and redevelopment. Denison is no different. The city manager will lead the city on economic development efforts and can use these resources to stimulate development and redevelopment, especially of vacant by choice commercial and residential properties.

The city manager oversees the day-to-day business of the city and is the public relations contact person. This means being present and accessible, approachable, friendly, having an open-door policy and offering information on a regular basis to maintain an acceptable level of transparency. Strong presentation and communication skills; both orally and written, will be important.

The City has worked hard to build and maintain strong working relationships with community partners such as other cities and, the Chamber and Development Council, the community school district, and many others, the city manager must understand the importance of collaboration and continue to maintain great relations and be creative to seek innovative ways to partner with these groups.



### Specific traits identified

- ♦ Leader and visionary; forecasting needs
- Performance evaluation, staff development, team building
- ♦ Strategic and Comprehensive Planning
- ◆ Infrastructure repair/replacement and Capital Improvement Planning
- ♦ Approachable, friendly, an Ambassador
- Grant writer and familiar with TIF
- Accepts responsibility and can make sound decisions

- ◆ Strong communication skills and presenter
- Long-term financial planning and understand fiscal administration of budgets
- ◆ Lead economic development initiatives
- Champions a customer service environment at all levels within the organization
- ◆ Experience managing human resource matters
- Foster relationships with community partners, regional entities and other cities

### **Education and Experience**

A Bachelor's Degree majoring in public administration, business management, law, political science, accounting, finance, economics, or related field and a minimum of five (5) years of increasingly responsible experience supervising and managing municipal government operations or comparable organizations. An equivalent combination of ten (10) years related education/experience may be considered.

### Compensation and Benefits

The salary range is \$110,000 to \$130,000 annually, depending on experience, IPERS retirement benefits, life and short-term disability, medical and dental insurance, and Holiday, Paid Time Off, including, vacation, medical and administrative leave benefits. An annual vehicle allowance is provided or mileage reimbursement is available. A cellular phone is provided. Residency within the City Limits or within fifteen (15) minutes is required within six months of employment, unless an extension is necessary and agreed upon by both parties.

## How to Apply

Submit your cover letter, resume, salary history and five work related references by noon CST on March 25, 2022 to Midwest Municipal Consulting, LLC. at <a href="mailto:Ehansen.mmc@gmail.com">Ehansen.mmc@gmail.com</a>. See full job description at <a href="www.denisonia.com">www.denisonia.com</a> or contact Elizabeth Hansen by calling 515-391-9816.

### **Tentative Timeline**

Applications will be accepted until noon CST Screening/Written and/or Phone Interviews Selection of Finalists and Background Checks Begin Interviews

City Council may Consider New Manager's Appointment

April 4 April 5 April 22-23 May 3

March 25



### LOCAL GOVERNMENT HIRING, PLANNING & FINANCE

## **Proposal**

March 22, 2022

To: Honorable Mayor & City Council, Anamosa, Iowa

Brent Hinson Hinson Consulting, LLC

Re: City Administrator Position Assistance

Dear Mayor and Council:

We are writing to offer our assistance to the City of Anamosa in filling the vacant City Administrator position. Our team is unmatched for its deep experience in municipal government in Iowa, its resulting Iowa and Midwestern network, and its specific knowledge of Anamosa and its needs.

If selected, we will employ a team with over 95 years of collective Iowa local government experience that has collectively completed over 35 city manager/administrator searches in Iowa since 2013. In addition, two of our three consultants serve as full-time appointed officials in Iowa cities. We believe this unique positioning allows us to leverage an extensive network of contacts in a way that most full-time search consultants cannot. Selecting the appropriate person as City Administrator is one of the most important decisions a Council will make, and we have developed a comprehensive process to recruit, screen, and evaluate candidates, providing the best chance possible of finding the perfect fit.

## **Hinson Consulting, LLC Proposal: Table of Contents**

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### Our Understanding of the City Administrator Position & Organizational Goals

Due to our team's deep experience on the front lines of municipal government in Iowa, we are acutely aware of the challenges facing rural communities like Anamosa. We understand that to be successful Anamosa must simultaneously be budget-conscious but forward-thinking, and optimistic yet realistic. It must engage continuously with important community partners, and make the most of opportunities. It must battle nationwide trends of rural depopulation and provide an outstanding quality of life to retain and grow the community.

In the face of these challenges and headwinds, it is essential that Anamosa recruit and retain a skilled and committed professional to lead its organizational efforts and to properly advise the Mayor and Council on policy matters. Our aforementioned 95 combined years of local government experience includes 66 years of experience in administrator/manager roles. We understand the combination of broad knowledge, listening ability, leadership, energy, passion, financial & negotiating savvy, character, and many other traits that are necessary to be successful in this role.

## **Specifications for Proposal** Firm Contact Information:

Brent Hinson, Principal Hinson Consulting, LLC 1234 Moonstone Court Mason City, Iowa 50401 (641) 373-2535 hinsonconsultingllc@gmail.com

**Firm Overview:** Hinson Consulting, LLC is an Iowa limited-liability corporation established in 2014. The firm specializes in City Administrator/Manager searches, but also performs compensation studies, employment background checks, and financial analysis for local governments in Iowa.

Hinson Consulting, LLC is a single-member LLC owned by Brent Hinson. It proposes to serve as the contracting firm for the proposed services, and will engage as subconsultants Callahan Municipal Consultants, LLC (Iowa single-member LLC owned by Patrick Callahan) and Mark A. Jackson Consulting, LLC (Iowa single-member LLC owned by Mark Jackson).

### **Consultant Biographies:**

Consultant **Brent Hinson** has worked in city government for 18 years, having served as Finance Director/City Clerk in Iowa Falls, Iowa; City Administrator in Garner, Iowa; City Administrator in Washington, Iowa; and since August 2021, in his current position of Deputy City Administrator/ Finance Director with the City of Mason City, Iowa. Brent is an ICMA Credentialed Manager. He has owned and operated his own consulting firm, Hinson Consulting, LLC since 2014. He is a past Iowa League of Cities Board member and speaker at League and ICMA conferences.

Consultant **Patrick Callahan** has 47 years of experience in city management and executive search in Iowa. He served the communities of Fort Madison, West Point, Maquoketa, and Anamosa in municipal leadership positions, and worked as a municipal consultant for the University of Iowa Institute of Public Affairs, the Brimeyer Group, and Snyder & Associates before starting his own firm, Callahan Municipal Consultants, in 2013. Since 2013, Callahan Municipal Consultants has successfully completed more than 25 administrator/manager searches in Iowa. Pat was inducted into the Iowa League of Cities Hall of Fame in 2001.

Consultant **Mark A. Jackson** has worked in city government for 30 years, first as the Village Manager in Homer, Michigan, and since 1993, as the City Administrator in Story City, Iowa. Mark is an ICMA Credentialed Manager. He is an adjunct instructor for Iowa State University. He also has provided consulting services upon request by cities for the past 15 years. He is a past Iowa League of Cities Board member.

### **Background Factors/Challenges:**

- The last two City Administrators have lasted two years or less in the position.
- There has been turnover in many other staff positions over the past few years.
- Is the Council cohesive and does it provide a consistent sense of direction to the Administrator and support for his/her decisions?
- Market factors- far fewer applicants than in the past due to Boomer retirements & fewer young people willing to move for their careers, among other factors, and more CA positions around state due to increase in complexity of city government, and shift away from the model of the part-time Mayor that "does it all".
- Good pay is a pre-requisite to landing a good CA in this market, but not a quarantee of success.

Due to the challenges listed above, we recommend the City of Anamosa first consider the hiring of an Interim City Administrator rather than proceeding directly to the search for a permanent position.

### **Understanding the Strategy: Interim City Administrator**

For an Interim City Administrator position, we would generally be looking at two types of candidates: 1) Retired City Administrators wishing to continue to "give back" over a limited timeframe; and 2) "Managers in Transition" that may have been let go from their previous position, but may bring great skills and desire to prove themselves, as long as they show a realization of what may have gone wrong in their previous community and a desire to not repeat it.

The advantage to the first type of interim manager is that they can "call a spade, a spade" and work to correct any issues within the organization and among the elected officials without fear of losing their position. Hopefully, that type of manager would be able to position the City better for a search for a permanent administrator that could perhaps commence in 3-6 months. The advantage to the second type of interim manager is that as long as any character concerns can be put to rest up front, the City may end up with a permanent manager that is not only highly skilled and experienced, but indebted to the organization for helping them rebuild their career. In the case of the second type, we would propose the City and the Interim enter into a six-month employment agreement, with the intent of transitioning to permanent employment with good performance and City Council approval, either at the end of the agreement or at any point during it should the City Council see fit. From the perspective of the overall good of the organization, another advantage of either type is that you would be able to fill the position much more quickly than a conventional search and "keep the lights on" at City Hall. We would seek the second scenario as preferable to the first, but would be open to any good interim administrator candidates that could assist in moving the community and organization forward.

There are potential pitfalls with hiring an Interim City Administrator- there is a limited field of candidates, and they may be available today, but may find a different role next week and become unavailable. Therefore, we believe that moving with due speed and with a strong sense of direction is important. It is also important, especially in the case of the second type of interim manager that we discussed above, to understand that they may wish to continue to apply to permanent vacancies elsewhere in the state and may be selected for one of those vacancies, as happened in another Eastern Iowa community recently.

Hinson Consulting, LLC hinsonconsultingllc@gmail.com

Interim compensation can vary a bit depending on the arrangement. Most often, it is a contract non-employee arrangement, so the City does not have the cost of benefits but would tend to pay a higher hourly rate. For convenience, we have attached a recent salary survey. If we were conducting a search for a permanent administrator, we would recommend a hiring range of perhaps \$105,000- \$115,000, which translates to \$50.48-\$55.28/hr. For a contract non-employee arrangement, we would recommend the Council be ready to pay up to \$75/hr.

**Timetable:** As stated above, we are flexible in our approach and process, but would anticipate the following timetable at this point in time:

A. Phase I – Interim Hiring Process		
1. Initial Council Meeting to start the process	Consultant/City Council	March 28
2. Confidential Interviews with Mayor & Council Members	Consultant/City Council	Friday, April 1
3. Interviews of Interim City Administrator Candidates (via Zoom)	Consultant/City Council	April 4
4. Council Approval of Appointment of Interim City Administrator	City Council	April 11
5. Interim City Administrator Start Date	-	By May 2
B. Phase II – Team-Building & Evaluation		
6. City Council Goal-Setting	Consultant/City Council	By June 15
7. Facilitated 3-Month Evaluation of Interim CA	Consultant/City Council	August 8
8. Negotiation of Permanent Employment Agreement	Consultant	TBD
9. Council Approval of Permanent Employment Agreement	Consultant/City Council	TBD

The exact dates of each step in the process will be selected after this proposal has been approved and the City has provided additional information regarding the schedules of the City officials involved in the process.

**Client References:** Specific to this proposal, we offer the following client references from past City Administrator/Manager searches:

- 1. City of Polk City- Jason Morse, Mayor, 515-208-3996
- 2. City of Orange City- Deb DeHaan, Mayor, 712-541-9016
- 3. City of Decorah- Wanda Hemesath, Retired Clerk/Treasurer, 563-379-1362

While we offer these references as comparable to Anamosa, please also see the appendix to this proposal, which lists all of our searches completed in recent years.

### **Proposed Scope of Services & Fees:**

We propose the following scope of services:

- 1. Assist the Council in developing a pool of applicants and conducting interviews for the position of Interim City Administrator.
- 2. Negotiation of an employment agreement with the selected candidate for Interim CA.
- 3. Attendance, in person or virtually, for all City Council meetings as needed throughout the process.
- 4. Conducting a City Council goal-setting process within 1- 1½ months of the Interim CA's start date to ensure that all parties are on the same page and working toward the same objectives.
- 5. Facilitating a 3-month evaluation process for the Interim CA to make sure that all necessary items are being addressed and that all parties are satisfied with the arrangement.
- 6. Negotiation of a permanent employment agreement with the individual, at a mutually agreeable time.
- 7. Providing mentoring assistance and guidance to the individual selected as needed.

### **Fee Proposal:**

Task	Lead Role	Fee
1. Administration of Process	Consultants/Council	\$800
2. Confidential Interviews-City officials	Consultant	\$1,200
3. Contacts & Coordination with Potential	Consultant	\$500
Candidates		
4. Background Screening of Candidates &	Consultants/Council	\$2,000
Reference Checks		
5. Interviews of Candidates	Consultants/Council	\$1,500
6. Negotiations with Selected Candidate-	Consultant	\$500
Interim Agreement		
7. Goal-Setting Process	Consultant/ Council	\$1,500
8. 3-Month Evaluation of Interim CA	Consultant/ Council	\$750
9. Negotiations for Permanent Agreement	Consultant	\$500
SUB-TOTAL – Consulting Fee		\$9,250
Expenses – Mileage, copies, & lodging		\$1,250
Grand Total – Not to Exceed		\$10,500

We would anticipate billing for monthly progress payments proportionate to the amount of work completed each period, through the completion of the search. We would only bill for work actually completed and would work with the City in good faith on any changes to scope needed during the process.

Based on this scope of service, would have the following expectations of City staff and officials:

- Respond to various information requests during the process.
- Provide input throughout the process.
- Various coordination for interviews, goal-setting, and evaluation processes.

• Legal review of proposed employment contract (by City Attorney).

### **Permanent Search Option**

In the case that an Interim City Administrator is selected that is a retired manager or otherwise not interested in the permanent position, we would be happy to assist in the recruitment of a permanent administrator at a time to be determined by mutual agreement with the City Council. In that case, we would propose to delay the goal-setting process and 3-month evaluation process until the permanent City Administrator could take office.

Task	Lead Role	Fee
1. Preparation of Position Profile	Consultant	\$ 1,200
2. Council Approval of Profile	Council	\$0
3. Preparation of List of Potential Candidates	Consultant	\$ 500
4. Printing or emailing of Profiles	Consultant	\$ 150
5. Preparation of Advertisements	Consultant	\$ 200
6. Placement of Advertisements	Consultant	\$ 200
7. Phone Calls to Potential Candidates	Consultant	\$ 350
8. Screening of Candidates	Consultants/Council	\$1,800
Selection of Candidates for Zoom     Interviews - Council Meeting	Council	\$ 500
10. Zoom Interviews of 4-7 Semi-Finalists	Consultants/Council	\$1,250
11. Selection of Candidates for Formal Interviews	Council	-0-
12. Send Packets of Information to Candidates for Interviews	Consultant	\$300
13. Educational Verification, Credit Checks, & Criminal Background Checks & Report	Consultant	\$750
14. Calls on Candidate References	Consultant	\$1,500
15. Coordination of Finalist Interviews & Calls to Candidates	Consultant	\$1,000

Task	Lead Role	Fee
16. Actual Formal Interviews – Two Days	Consultant/Council	\$2,200
17. Negotiations with Selected Candidate	Consultant	\$ 500
18. Formal Approval of Offer of Employment	Council	\$0
SUB-TOTAL – Consulting Fee		\$12,400
Expenses – Mileage, copies, & lodging		\$ 1,200
Grand Total – Not to Exceed		\$13,600

We sincerely thank you for considering our proposal, and look forward to working with you.

Brent, Pat, and Mark

Hinson Consulting, LLC Revision to Anamosa CA Proposal of 3/22/22 March 25, 2022

March 25, 2022			
	Base Fee	Reimbursable	<u>Total</u>
Permanent Search Option Listed in Proposal	\$ 12,400.00	\$ 1,200.00	\$ 13,600.00
Add: Administration of Process	\$ 800.00	\$ -	\$ 800.00
Add: Confidential Interviews- City Officials	\$ 1,200.00	\$ 150.00	\$ 1,350.00
Base Proposal- Permanent Search Only	\$ 14,400.00	\$ 1,350.00	\$ 15,750.00
Optional (Recommended) Services			
Add: Goal-Setting Process	\$ 1,500.00	\$ 300.00	\$ 1,800.00
Add: 3-month Evaluation of Permanent CA	\$ 750.00	\$ 150.00	\$ 900.00
Optional (Recommended) Services	\$ 2,250.00	\$ 450.00	\$ 2,700.00
Total Including Optional Services	\$ 16,650.00	\$ 1,800.00	\$ 18,450.00

### **Appendix: Client Listing**

Our consultants have assisted with the following representative city administrator/manager searches in Iowa in recent years:

<u>Client</u>	<u>Year</u>	<u>Contact</u>
Garner, Iowa	2011/2019	Denny Drabek, City Council, 641-923-3483
Fairfield, Iowa	2014/2017	Ed Malloy, Former Mayor, 641-233-1080
Tiffin, Iowa	2015	Mike Ryan, Former Council, 319-545-2203
Forest City, Iowa	2016	Barney Ruiter, Mayor, 641-585-3311
Tipton, Iowa	2017	Bryan Carney, Mayor, 563-886-4542
Central City, Iowa	2017	Don Gray, Former Mayor, 319-521-7276
Mason City, Iowa	2018	Perry Buffington, HR Director, 641-424-7130
Carlisle, Iowa	2018	Drew Merrifield, Mayor, 515-229-5800
Keokuk, Iowa	2018	Tom Richardson, Mayor, 319-524-5020 ext. 107
Sheldon, Iowa	2018	Katricia Meendering, Former Mayor, 712-324-4651
Webster City, Iowa	2019	John Hawkins, Mayor, 515-832-9141
Riverside, Iowa	2019	Allen Schneider, Mayor, 319-330-2102
Polk City, Iowa	2019	Jason Morse, Mayor, 515-208-3996
Huxley, Iowa	2019	Jolene Lettow, City Clerk, 515-597-2561 ext 201
Orange City, Iowa	2019	Deb DeHaan, Mayor, 712-541-9016
Burlington, Iowa	2020	Stephanie Stuecker, Finance Director, 319-753-8178
Decorah, Iowa	2021	Wanda Hemesath, Retired Clerk/Treasurer,
		563-379-1362
Marion, Iowa	2021	Kirsten Fisher, HR Director, 319-743-6318
Maquoketa, Iowa	2021	Judy Carr, Deputy City Clerk, 563-652-2484

## Iowa City/County Management Association December 2021 Salary Survey\*, Conducted by Iowa League of Cities

City/County	Population	Number of Full- Em Time Employees ent	oloym Years at Current Years		ICMA Credentiale n Obtained Manager	ed Base Salary
Rock Valley	4,059	21 No	21	21 Bachelors Degree	No	\$97,312
Chariton	4,100	18 Yes	2.5	23 Masters Degree	No	\$94,500
Jefferson	4,200	33 Yes	14	22 Bachelors Degree	No	\$109,000
Forest City	4,285	45 Yes	1	Associates Degree 21 Degree)	(2-Year No	\$78,000
Hampton	4,337	25 Yes	18	18 Bachelors Degree	No	\$106,347
Huxley	4,434	21 Yes	2	22 Masters Degree	No	\$108,150
Dyersville	4,477	22 Yes	18	25 Masters Degree	Yes	\$116,732
Camanche	4,520	24 Yes	5	5 Masters Degree	No	\$89,125
Mount Vernon	4,527	27 Yes	6	21 Bachelors Degree	Yes	\$112,500
Windsor Heights	4,667	31 Yes	1	27 Bachelors Degree	No	\$122,400
Harlan	4,893	29 Yes	5	5 Bachelors Degree	No	\$105,955
Vinton	4,938	40 Yes	7	22 Masters Degree	Yes	\$119,856
Manchester	5,065	34 Yes	16	21 Masters Degree	No	\$108,945
Glenwood	5,073	27 No	5	9 High School or GEI	D Yes	\$74,163
Winterset	5,353	36 Yes	1	1 Masters Degree	No	\$93,019
Clarinda	5,369	28 Yes	15	17 Bachelors Degree	No	\$110,115
Osceola	5,415	31 Yes	10	10 Masters Degree	No	\$98,000
Algona	5,487	48 Yes	2	2 Masters Degree		\$110,000

<sup>\*</sup> Truncated by Hinson Consulting, LLC to reduce categories listed and show only cities with comparable population to Anamosa

## Iowa City/County Management Association December 2021 Salary Survey\*, Conducted by Iowa League of Cities

			loym Years at Current Years in	Highest	ICMA Credentialed	
City/County	Population	Time Employees ent	Position Profession	Level of Education Obtained	Manager	Salary
Sheldon	5,512	31 Yes	3	19 Masters Degree	No	\$113,903
DeWitt	5,514	31 Yes	19	21 Masters Degree	Yes	\$110,099
Polk City	5,543	3 25 Yes	2	10 Masters Degree	Yes	\$129,000
Red Oak	5,596	48 Yes	20	30 High School or GED	No	\$97,975
Estherville	5,904	60 Yes	12	23 Bachelors Degree	No	\$119,330
Asbury	5,943	3 20 No	17	30 Bachelors Degree	No	\$98,500
Independence	6,064	41 Yes	7	29 Masters Degree	Yes	\$113,100
Adel	6,153	30 Yes	6.75	8.5 Masters Degree	No	\$118,169
Nevada	6,925	50 Yes	1.5	3 Masters Degree	No	\$112,840
Average of 27 Comparables	5,124	32	9	17		\$106,186
Anamosa	5,450	29				
					Lov	v \$74,163
					High	n \$129,000
					Mediar	n \$109,000

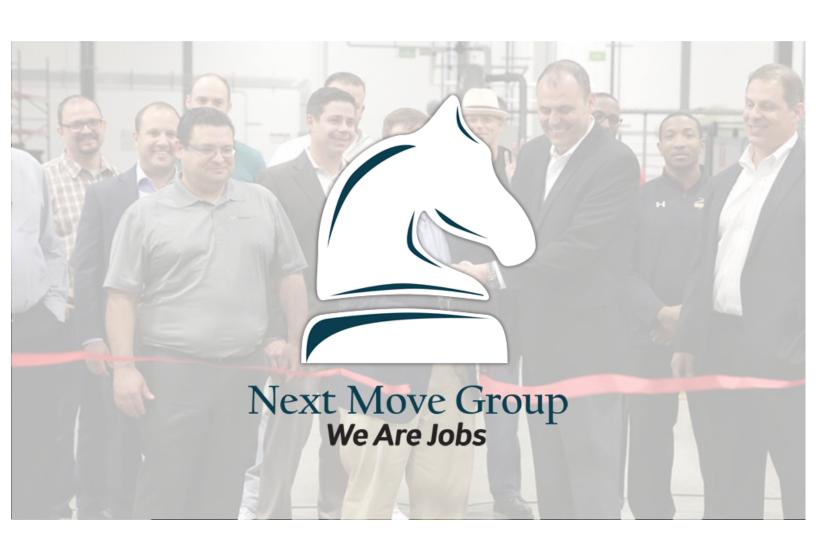
<sup>\*</sup> Truncated by Hinson Consulting, LLC to reduce categories listed and show only cities with comparable population to Anamosa



# Anamosa, Iowa

## CITY ADMINISTRATOR EXECUTIVE SEARCH

## **PROPOSAL**



March, 2022

### Top 5 Reasons to Partner with Next Move Group for this Search

# 1. OUR CLIENTS CONSTANTLY TELL US THEY LOVE HOW EASY AND CONVENIENT OUR VIDEO INTRODUCTION PROCESS FOR THEM.

We record 2 to 3-minute video introductions with all the candidates who express interest so you can watch in the comfort of your home or office to preview these people before you spend a penny bringing them to your community. These are designed to be easy and convenient for you. We ask candidates 3 questions, 1) Tell us about yourself; 2) Why do you want this job, 3) Describe your qualifications for this job.

You then get to watch these on your iPad, iPhone, or computer while in the comfort of your own home or office at a convenient time and place for you.

How the video introductions will be delivered to you:





2. MOMENTUM HELPING SMALL TO MID-SIZED COMMUNITIES NATIONWIDE. We have helped hundreds of small communities nationwide fill various positions from municipal positions, to port directors, to chamber directors, to economic development directors.

### Sampling of Executive Searches We Recently Completed or Secured:



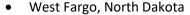
SUMMIT COUNTY OHIO I U S A

WORLD TRADE

CENTER® NEW ORLEANS

Serving the State of Louisiana

Cheyenne **>>>> LEADS** 



- Galveston County, Texas
- West Plains, Missouri
- Pinellas County, Florida
- Riverport of Paducah, Kentucky
- Jefferson County, Illinois
- Marshalltown, Iowa, Area Chamber
- Carroll County, Iowa, Econ Dev/Chamber
- Lafourche Parish, Louisiana
- Etowah County, Alabama
- Emporia, Kansas, Regional Economic Development
- World Trade Center of New Orleans
- Kennebec, Maine, RDA
- East Central Indiana, RDA
- Summit County, Ohio
- Leavenworth County, Kansas, Economic Development
- North Central Kansas Regional Planning Commission
- Dickinson County, Kansas
- Jefferson City, Missouri, Economic Development
- Riverport of Paducah, Kentucky
- Owensboro, Kentucky, Economic Development
- Dyersburg, Tennessee, Chamber
- Irving, Texas, Economic Development Partnership
- Shreveport, Louisiana, NEXT
- Cheyenne LEADS, Wyoming
- Tri-Cities, Washington State, Economic Development
- Oshkosh, Wisconsin, Economic Development
- St. Charles County, Missouri, Economic Development
- Florida's Great Northwest
- Tuscaloosa County, Alabama, IDA
- Putnam County, Florida, Chamber
- Banks County, Georgia
- Kershaw County, South Carolina
- Plus, DOZENS more...



















### 3. WE REDUCE YOUR RISKS MORE THAN OUR COMPETITORS. HOW?

We see communities make a huge mistake whether doing a search on their own or using one of our competitors. The mistake is not doing background checks on candidates BEFORE you interview them in person.

- We conduct credit and criminal background checks on everyone you will interview **BEFORE** you interview them. Our competitors typically conduct these checks only on the candidate you wish to name as your finalist.
  - O How does this reduce your risk?
    - If we find a candidate has an issue in their background, let's use a DUI for an example, we want to know this before you interview them.
      - A) you can decide to eliminate them if you find the issue to be a deal killer
      - or B) we can ask the candidate about it directly in the interview
    - Either way, you are aware of this issue before members of your search committee meet the candidate and "fall in love with them."
      - If you wait and learn an issue after you chose a candidate as your finalist, you run the risk of being embarrassed if you find an issue as your community leaders will have already made up they want a certain candidate, then you have to explain to them why you eliminated this person.

NW, SSN, 7yr Counties, MVR, Emp Credit			
Search ID	Service	Status	
2230484	Driving History (MVR)	ALERT	
2230473	Employment Credit Report	COMPLETE	
2230472	SSN Trace	COMPLETE	
2230476	County Criminal Search	NO RECORD	
2230475	County Criminal Search	NO RECORD	
2230474	Nationwide Criminal Search	NO RECORD	

Don't take an unnecessary risk, run background checks on candidates before you interview them.



**4.** WE ARE THE MOST AGGRESSIVE DIRECT NETWORKING FIRM IN THIS EXECUTIVE SEARCH SPACE. Because we built our business and reputation first helping small towns, we learned how to aggressively recruit for positions based on direct networking to good city administrators we know. Now, our reputation has grown to the extent that we do searches for worldwide known organizations such as the World Trade Center of New Orleans, but the recruiting principles we put in place are what we learned helping the smallest of the small towns.

Steps in our Aggressive Director Networking Recruiting Approach:

- 1) Build a more attractive job profile than our competitors
  - Professionals now care just as much about the community they live in as the actual job, we leave no stone unturned in building a job profile which sells your community to prospective candidates all while describing the job.



Steps in our Aggressive Director Networking Recruiting Approach, continued:

- 2) Email the job profile to 10,000 city and county administrators & municipal employees across America
  - We email our attractive job profile to these 10,000 professionals 3 times and have analytics which shows us which ones are interacting with the job profile.
    - We then have a recruiter on our team who calls each person who interacts with the job profile email to gauge their interest and recruit them into the mix.

Recent performance of one of our job advertisements which was opened more than 3,000 times:



### 4. WE ARE THE MOST AGGRESSIVE DIRECT NETWORKING FIRM IN THIS SPACE, continued...

- Our recruiter calls a minimum of 200 A-list city/county administrators and government/nonprofit leaders who may or may not want your job describing the job to them. If they tell us they are not interested we ask them to refer us to someone in their network they are impressed with, this helps us find passive candidates who would not apply if we did not find them, seek them out, recruit them, and call them to ask them to apply.
- You may wonder why would we do such hard work as 200 personal calls? Well to be honest this
  grows our business. Not only do we find candidates for you, as we make these calls people will
  tell us about other searches we pursue.
  - Also, because we also do site selection there is virtually no city administrator in America who will not take our call. When we call them, we could either have a manufacturing project for them, or have a good paying job we are representing, why wouldn't they take our call?



Why do we take such an aggressive approach to recruiting for your position? According to LinkedIn, 79% of all candidates worldwide for any search are "passive" candidates. "Passive" candidates might have interest in your position, but they are not currently seeking a new job. In order to find passive candidates, we have to approach them, communicate with them, and recruit them to apply.





5. RESPECTED NATIONWIDE. Our brand extends nationwide.

### **Our Podcast Channel**

<u>www.nextmovepodcast.com</u>, Chad Chancellor hosts shows each Thursday

Some of our recent podcast guests:





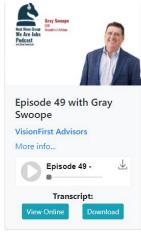
















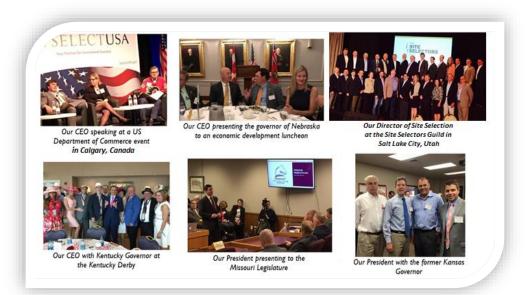












The best economic development teams I have seen are structured like this:

### **Our Professional Speaking Engagements:**

Our expertise in helping small to mid-sized communities create economic growth has gotten recognition to the point we

now are routinely asked to speak at various, here is an example of some of our recent speaking engagements and topics:

- Guest speaker, Kansas City Power and Light, Topic: All-Stars
- Guest speaker, Mid-America EDC,
   Chicago, Topic: What to Expect When
   You're Advancing your Career
- Guest speaker, West Virginia Legislative Conference, Topic: Creating Jobs in Rural Towns
- Board Training Speaker: Brookings, South Dakota
- Guest Speaker, North Dakota Main Street
   Association, Topic: Elected Officials Training
- Guest speaker, Tennessee Association of Human Resource Agencies, Topic: Economic Development
- Guest lecturer, Community Development Institute,
   University of Central Arkansas, Topic: Site Selection
- Guest lecturer, University of Southern Mississippi's Economic Development Masters Class, Topic: Building a Career



- Guest speaker, One East Kentucky Annual Meeting, Topic: Keynote Address
- Guest speaker,
   Wyoming Economic
   Development
   Conference, Topic: How
   Small Towns Can Land
   Small to Mid-Sized
   Industries



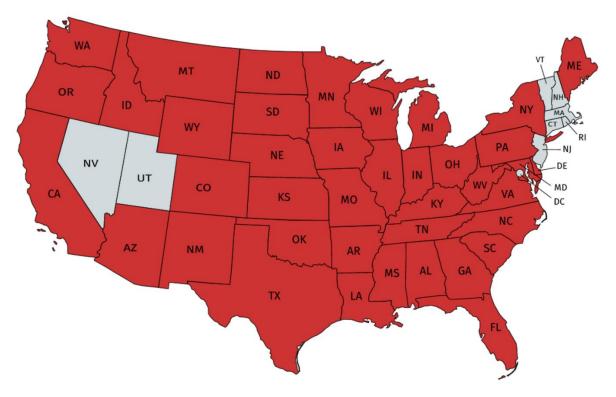
### <u>Testimonial on our speaking engagements:</u>

"Next Move Group's session rated number 1 of 30 sessions rated from attendees at our annual conference."

-Matt Tackett, Kentucky Association for Economic Development



### We Have Serviced Clients From All The States In Red Since 2014:



**Goldman Sachs Honor:** 



### Testimonials on Our Executive Searches In Their Own Words...

From: John Foglesong <johnf@ddhamilton.com>
Date: March 31, 2021 at 10:33:21 AM CDT
To: Alex Metzger <alex@thenextmovegroup.com>
Subject: Duane Lavery

#### Alex

I met with you nearly 2 years ago when we were hiring Duane Lavery. I am currently chairman of GRO Marshfield the entity that Duane runs. We are more than pleased with Duane—he is the Eveready Bunny.

My question is when should we extend his contract? My impression with persons employed under contract is that if they are not extended a year before expiration it is sign you are not satisfied with their production. Also, at what point do you increase their salary and how much. Thanks, John

John Foglesong D.D. Hamilton Title Co. PO Box 11 Marshfield, MO 65706 johnf@ddhamilton.com 417.859.2078 office



Sent: Tuesday, April 13, 2021 12:25 PM
To: Katherine Ellis < Kellis@ci.sealy.tx.us >

Subject: RE: Referral Request for The Next Move Group

#### Hi Katherine-

Yes! We were extremely happy with the services provided by the Next Move Group. We contracted with them to provide an Executive Search for the Chamber President/CEO. They were very responsive, made the search and the process very easy for our search team and NMG was very organized. Our new Chamber President started a week ago.

We were so happy with them, they are once again helping with an Executive Search for an Executive Director position for our newly created Economic Development Organization, Jefferson City Regional Economic Partnership.

I would highly recommend Chad, Alex and their team.

Please let me know if I can help in any way.

Miss

#### Missy Bonnot

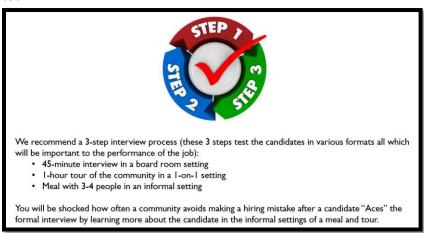
Director of Economic Development Jefferson City Area Chamber of Commerce



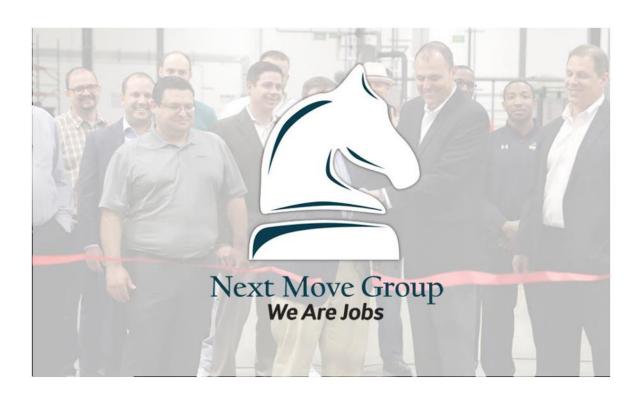


### Other Key Steps in Our Process:

**1.** We coordinate all aspect of the in-person interviews and like to interview people in 3 settings: boardroom, meal, and one-on-one tour.



2. We negotiate the salary and benefits and hire the best fit.



### Our Entire 26-Step Proprietary Process in its Entirety (Note, some communities choose to skip the first 3 steps):

- 1. Schedule interview with search committee to understand the position.
- 2. Meet with search committee to understand what success looks like in year 1, year 3, year 20 and also what are the bad parts of this job.
- 3. Share with the search committee the skills and experiences we believe will be needed to do the job, identify the salary/benefits we think will need to be offered to get a candidate with the skills to do the job, and discuss goals/performance metrics. Build candidate profile.
- 4. Draft the job profile to send to the search committee for edits.
- 5. Once the job profile is approved, post it on our website, post it on LinkedIn, and Twitter.
- 6. Have board members share the job profile from us on their LinkedIns to multiply our connections to include not only our connections but all those of the board members.
- 7. Advertise the job on ICMA and the Iowa City/County Management Association as well as other regional city/county management and government association websites.
- 8. Email the job profile to all the individuals in our database.
- 9. Resend the email to those who did not open the email in Step 7 after 4 days pass.
- 10. Call 200 city administrator super connectors and call all those professionals who open our email more than 5 times.
- 11. Repeat step 7 the week we close the application process.
- 12. Repeat step 8 the week we close the application process.
- 13. Repeat step 9 the week we close the application process.
- 14. Video interview all applicants in 2 to 3-minute, quick interviews.
- 15. Schedule meeting with the search committee to review applicants.
- 16. Print resumes and supporting documents to share with the search committee for each applicant so committee can review and watch the videos. Recommend our top 5-10 candidates from the pool.
- 17. Meet with search committee to discuss applicants and choose the candidates to interview in person.
- 18. Complete background checks and personality profiling on all candidates which we will interview in person.
- 19. Coordinate and schedule the in-person interview.
- 20. Print sample questions, resumes, personality profiles, and background checks to give to the search committee in advance of the in-person interviews.
- 21. Conduct in-person interviews. We like to interview 3 ways: in a formal board room setting, in a casual meal setting, and via a 1-on-1 tour. These 3 different settings test the candidates in multiple ways.
- 22. Begin negotiations with the preferred candidate.
- 23. Draft contract for preferred candidate.
- 24. Drug test preferred candidate.
- 25. Hire the candidate and draft press release.
- 26. If the candidate and our client cannot come to terms, immediately repeat steps 21-24 with our backup candidate.



### **Pricing**

### \$21,000 + travel reimbursement

\$7,000 upon the signing of this contract kicking off the project.

PLUS:

\$7,000 when Provider presents video interviews of prospective candidates to Client.

PLUS:

\$7,000 upon hiring the position from Provider's pool of candidates.

The only other foreseen costs are Client agrees to reimburse potential candidates for the pre-approved travel costs of them to come to its community to interview for the in-person interview portion of the process and Client agrees to pay pre-approved travel costs of Client.

#### Guarantee

- Replacement Search 100% Free of Charge- If your hire leaves for whatever reason within 24 months
- 50% Off Discount for Replacement Search- If your hire leaves for whatever reason in months 25-48
- 30% Off Discount for Replacement Search- If your hire leaves for whatever reason in months 49-60
- 20% Off Discount for Replacement Search- If your hire leaves for whatever reason in months 61-72

### **Proof of Insurance**

Next Move Group carries the following insurance policies to protect us and our clients:

- \$1 million Errors & Omissions liability policy
- \$1 million cyber liability policy (covers against if somehow a candidate's personal information was stolen off our servers)
- \$500,000 workers comp policy
- \$2 million general liability policy

### Bios of Key Individuals for Your Project

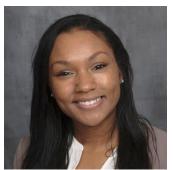


**Alex Metzger (Co-Founder)-** handles the day-to-day administrative duties of your project and will serve as your primary project manager based out of St. Louis.

Bio:

Alex Metzger, originally from Paducah, Kentucky, now based in St. Louis, comes from a family tree of successful entrepreneurs, with his family having owned multiple meat packing plants from the 1950s-1990s.

Metzger is responsible for the day-to-day management activities of the company. Within the last year Metzger has managed projects for Next Move Group clients from Washington State to West Virginia.



**Brittany McCoy (Vice President)**- calls over 200 super connectors recruiting for your position plus every professional which opens your job profile at least 3 times based on our internal analytics.

### Bio:

Brittany McCoy started her journey in the field of hospitality and tourism, following a love for people and for working with the public. Noticing a trend in the lack of developmental direction and opportunity in smaller communities, McCoy began looking for a more impactful way to reach those residents and to be able to teach them the importance of

professional, consistent growth and an understanding of the business world. This led her to pursue her master's degree in economic development at The University of Southern Mississippi.



**Allyson Knapp (Operations Manager)**- based in St. Louis, handled administrative duties of the project (setting up schedules, copies, etc.) and records our video interviews.

Bio:

Allyson Knapp previously worked as Office Manager for RW Allen Construction before joining the Next Move Group team in St. Louis and is a native of Northeast Ohio.



*Caroline Few (Web Developer)-* handles getting the job profile posted on our website and other websites for you.

### Bio:

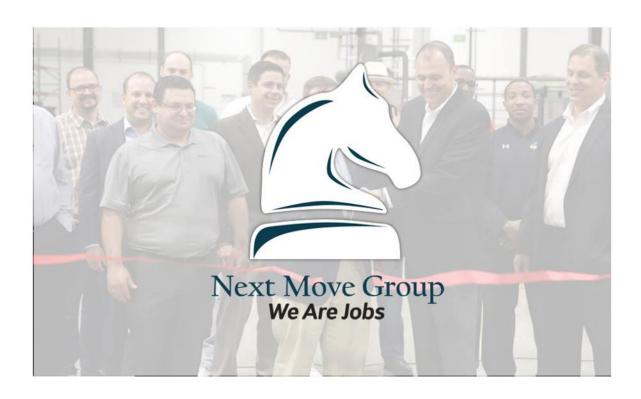
Based in Paducah, Kentucky, Few has a degree in Non-Profit Management. Caroline has a passion for web development and digital media. She does web development, online marketing, and social media management to Next Move Group.

#### Contact

Alex Metzger Co-Founder, Next Move Group 314-421-9110 alex@thenextmovegroup.com

<u>www.thenextmovegroup.com</u>

St. Louis Office





### **RESOLUTION NO. 2022-**

### RESOLUTION APPROVING THE HIRING AND SETTING SALARY FOR PARK AND REC DEPARTMENT ADMINISTRATIVE ASSISTANT FOR FISCAL YEAR ENDING JUNE 30, 2022

WHEREAS, the City Council regularly approves the hiring of new staff; and

WHEREAS, the Park and Rec Administrative Assistant position is currently vacant; and

**WHEREAS**, the Park and Rec Director conducted interviews and is recommending along with the Parks and Recreation Advisory Board that Chris Looney be hired.

WHEREAS, such recommendation is now forwarded onto the City Council for their review and consideration.

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA*, that the following hire be approved with an effective date of March 28, 2022:

Position	Employee Name	Hourly Rate
Park and Rec Department	Chris Looney	\$18.00
Administrative Assistant		

adoption. Councilmember seconded the motion to adopt. The roll was called and the

introduced the foregoing Resolution No. 2022- and moved for its

following indicates the re	sult of the vote.			
COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
SMITH				
TUETKEN				
ZUMBACH				
STOUT				
GOMBERT				

**PASSED AND APPROVED** this 28th day of March, 2022.

Councilmember

	Rod Smith, Mayor	
ATTEST:		
Beth Brincks, City Clerk		



### **Quote Summary**

Prepared For:

PARKS & RECREATION DIRECTOR ANAMOSA, CITY

OF 107 S FORD ST ANAMOSA, IA 52205 Prepared By:

Aaron Bell Van-Wall Equipment, Inc. 507 S Ankeny Blvd Ankeny, IA 50023 Phone: 515-964-0611 aaron.bell@vanwall.com

Quote Id:

25886988

Created On:

10 January 2022

Last Modified On:

10 January 2022

**Expiration Date:** 

31 January 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1200A Bunker and Field Rake	\$ 22,647.00	\$ 19,300.00 X	1 =	\$ 19,300.00
Equipment Total				\$ 19,300.00
	Quo	ote Summary		
	E.m.	Innonet Tatal		<b>#</b> 40 000 00

Quote Summary	
Equipment Total	\$ 19,300.00
SubTotal	\$ 19,300.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 19,300.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 19,300,00

Salesperson: X\_

Accepted By : X \_\_\_\_



# **Selling Equipment**

Quote Id: 25886988

Customer: PARKS & RECREATION DIRECTOR ANAMOSA, CITY OF

	JOHN DEERE 1200A Bu	ınker and F	ield Rake	
Hours: Stock Number				\$ 22,647.00 \$ 21,647.00 \$ 21,647.00 \$ 19,300.00
Code	Description	Qty	Unit	Extended
430BM	1200A Bunker and Field Rake	1	\$ 19,801.00	\$ 19,801.00
	Standard Option	ns - Per Unit		
001A	US/Canada	1	\$ 0.00	\$ 0.00
0443	OM Non CE English/Spanish	1	\$ 0.00	\$ 0.00
1001	Rear Frame	1	\$ 0.00	\$ 0.00
2002	Rear Mounted 60 In. Field Finisher	1	\$ -24.00	<b>\$ -</b> 24.00
3001	(3) Sports Turf Tires and Wheels	1	\$ 0.00	\$ 0.00
9011	Mid-Mount Base	1	\$ 855.00	\$ 855.00
9013	Narrow Scarifier (Interval) Tines	1	\$ 992.00	\$ 992.00
9020	40 In. Front Blade	1	\$ 876.00	\$ 876.00
	Standard Options Total			\$ 2,699.00
	Value Added Services Total			\$ 0.00
	Other Ch	arges		
	Freight	1	\$ 147.00	\$ 147.00
	Other Charges Total			\$ 147.00
	Suggested Price			\$ 22,647.00
	Customer D Customer Discounts Total	iscounts	\$ -3,347.00	\$ <b>-</b> 3,347.00
Total Selling P			•	\$ 19,300.00



## 1200A

## Bunker & Field Rake

## 🎓 🍂 🏄 🍂 (0) Write a review

- Mechanical drive system
- · Less steering effort
- Standard power lift
- · Adjustable seat

### **Build Your Own**

Find a Dealer > **View Product Brochure** > Request a Demo >

Features Expand All

+ Powerful 13.5 hp (10.1 kW), 401 cc gas engine offers plenty of pulling and pu shing power

- + Heavy-duty air filter protects engine in tough conditions
- + Torque converter and transaxle design provides excellent traction and tight tu rning radius
- + High flotation tires with low ground pressure to minimize compaction
- + Operator station design provides comfortable and productive operation

**Show More** 

## **Specs & Compare**

## **Key Specs**

Transmission type Belt-driven torque converter with Kanzaki gear driven

transaxle

Ground clearance @ rake

attachment

241 mm

9,5 in.

Travel Speed (forward or

Variable: 0-20.3 km/h

reverse)

0-12.6 mph

Tank capacity

13.6 L

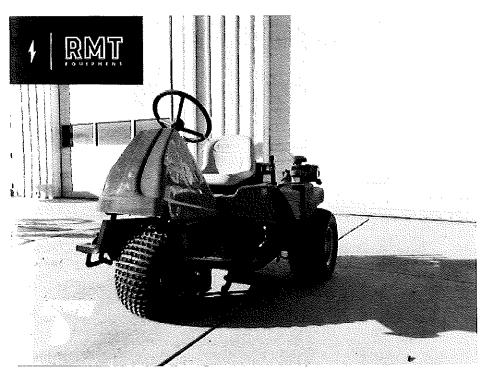
3.6 U.S. gal.

Displacement

401 cc

24.5 cu in.

### 2021 SMITHCO SAND-STAR II



USD **\$22,278** 

### **Seller Information**

**RMT Equipment - Salt Lake City** 

Salt Lake City, Utah 84123

Phone: (801) 261-2100

Contact: Salt Lake City Sales

**Machine Location:** 

**9**4225 South 500 West

Salt Lake City, Utah 84123



### **Hide Thumbnails**

### Description

The Sand-Star II features an 18 HP Vanguard twin-cylinder gasoline engine, 2-3 wheel hydraulic parallel drive system thru selector valve, hydraulic operation of all rear and center mounted implements. This machine also includes mechanical steering, "Speed Boss" speed control system, "Pro Pedal" engine throttle system and remote Cyclo-Pac air intake system. Make quick work of any sand trap with this powerful and easy to operate bunker rake.

### **Specifications**

Year2021ManufacturerSMITHCOModelSAND-STAR IISerial Number2CS0527ConditionNewStock Number021566

## 2020 SMITHCO SAND-STAR II



USD **\$21,640** 

## **Seller Information**

### **RMT Equipment - Boise**

Boise, Idaho 83709

Phone: (208) 376-3333 Contact: Boise Sales

**Machine Location:** 

• 1898 Century Way Boise, Idaho 83709



### Hide Thumbnails

## Description

Sand Trap Rake 3WD sand star 2 Make quick work of your Bunkers call Ben for More Information

## **Specifications**

Year	2020	Manufacturer	SMITHCO
Model	SAND-STAR II	Serial Number	2CS0490
Condition	New	Stock Number	021429

Show As Paragraph

## 2020 SMITHCO SAND-STAR I



USD \$19,639

## **Seller Information**

### **RMT Equipment - Boise**

Boise, Idaho 83709

Phone: (208) 376-3333 Contact: Boise Sales

### **Machine Location:**

• 1898 Century Way Boise, Idaho 83709



### **Hide Thumbnails**

## Description

Sandstar 1 ready to rake some Bunkers call Ben Morgan for more information

### **Specifications**

Year2020ManufacturerSMITHCOModelSAND-STAR ISerial Number1CS0413ConditionNewStock Number21428

Show As Paragraph



### **Quote Summary**

Prepared For:

CITY OF ANAMOSA PARKS AND REC 107 S FORD ST ANAMOSA, IA 52205

Prepared By:

Travis Dykstra Van-Wall Equipment, Inc. 1872 330th Street Madrid, IA 50156 Phone: 515-795-3400 travis.dykstra@vanwall.com

Quote id:

25729954

Created On: 07 December 2021

**Last Modified On:** 

11 January 2022

**Expiration Date:** 

31 January 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1200A Bunker and Field Rake	\$ 22,200.00	\$ 17,992.00 X	1 ==	\$ 17,992.00
Equipment Total				\$ 17,992.00
	0	4- 6		

Quote Summary	
Equipment Total	\$ 17,992.00
SubTotal	\$ 17,992.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 17,992.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 17,992.00

Salesperson : X		
-alcohologii i X		



# **Selling Equipment**

Quote Id: 25729954

Customer: CITY OF ANAMOSA PARKS AND REC

	JOHN DEERE 1200A Bu	ınker and F	Field Rake	
Hours: Stock Number:				Suggested List \$ 22,200.00 Selling Price \$ 17,992.00
Code	Description	Qty	Unit	Extended
430BM	1200A Bunker and Field Rake	1	\$ 19,101.00	\$ 19,101.00
	Standard Option	ns - Per Unit		
001A	US/Canada	1	\$ 0.00	\$ 0,00
0443	OM Non CE English/Spanish	1	\$ 0.00	\$ 0.00
1001	Rear Frame	1	\$ 0.00	\$ 0.00
2002	Rear Mounted 60 In. Field Finisher	1	\$ -24.00	\$ -24.00
3001	(3) Sports Turf Tires and Wheels	1	\$ 0.00	\$ 0.00
9011	Mid-Mount Base	1	\$ 655.00	\$ 655.00
9013	Narrow Scarifier (Interval) Tines	1	\$ 792.00	\$ 792.00
9020	40 In. Front Blade	1	\$ 776.00	\$ 776.00
	Standard Options Total			\$ 2,199.00
	Value Added Services Total			\$ 0.00
	Other Ch	arges		
- sextended recommendation and an artist of the sextended for the	Setup	1	\$ 900.00	\$ 900.00
	Other Charges Total			\$ 900.00
	Suggested Price			\$ 22,200.00
	Customer D Customer Discounts Total	iscounts	<b>\$ -4,208.00</b>	\$ <b>-</b> 4,208.00
Total Selling P	rice			\$ 17,992.00

Engine type

4-cycle, air cooled

Horsepower

At 3600 rpm: 13.5 hp

Engine manufacturer gross power tested in accordance with SAE J1995. The engine hp and torque information are provided by the engine manufacturer for comparison purposes only. Actual operating hp and torque will be less. Refer to the engine manufacturer's website for additional information.

## **Engine**

Type

4-cycle, air cooled

**Displacement** 

401 cc

24.5 cu in.

Horsepower

At 3600 rpm: 13.5 hp

Engine manufacturer gross power tested in accordance with SAE J1995. The engine hp and torque information are provided by the engine manufacturer for comparison purposes only. Actual operating hp and torque will be less. Refer to the engine manufacturer's website for additional information.

**Compression ratio** 

8:4:1

Lubrication

Full-pressure

Oil capacity

1.3 L

1.4 U.S. qt

Oil filter

Standard

Spark arrester muffler

Standard

Idle speed

Low speed: 1,175 (+/- 75) rpm

fast speed: 3,100 (+/- 75) rpm

**Show More** 

## **Reviews**



Be the first to review this product

**Shop and Buy** 

**Build Your Own** 

**Buy Online** 

**Buy Parts** 

Find a Dealer

Maintenance and Support

Service Info Product Safety You May Also Be Interested In

John Deere Rewards Used Equipment View California Products

### John Deere Financial

Product features are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Product features are subject to change without notice. Contact your local John Deere dealer for more detailed information.

# Anamosa Fire Department



Application for Membership
(PLEASE PRINT)

* (9)	2					
	100	Date	of Application	01/071	22	<i>2</i> /
Position(s) Applied For	FIRE FIGHTER			8		
Referral Source:	Advertisement	Frie	end Rela	tive Oti	ner	
Name SIMS	SIMS JOSIAH			TARIA		
Last		First	•		Middle	
Address 100	S MCNAMARA	DR A	WAMOSA	IA	52205	
Number	Street	56.28	City	State	Zip Code	2
			4 Jan			2
			. * 3*		. 5 A	ng a
NIL			ÿ.	9	- 61	E
Boes she/he support ve	our applying for the volu	nteer fire d	ent?	Пу	es No	
	. 62					
Does she/he understan	d you will need to attend	d extensive	training?	Y	es   No	* 2
Have you ever filed an application here before?				. 🗌 Y	es X No	4
Have you ever been a	firefighter before?	<b>A</b>		_ Y	es X No	20
If yes, what departmen	nt?	2: 5:4	Served und	er Chief?		
Reason for leaving tha	it department?		``	4	28	
7.1040017.107.104777.19.47	. doparenon.			-		8
·		4-1				
Are you a certified Fire	∍ Fighter?			× 🗆 ,	Yes X No	3. 9
If yes, what level	± 5			a esta		1.
Do you have a valid lo	owa Drivers License?		24		Yes No	Bi
lowa Drivers License # Have Yo					3.5	
•	(30)				I lave	TOU DEEN
convicted of a moving	traffic violation in the la	ast a years?	X Yes	∐ No		
If yes, explain	GOT A TICUE	T FO	RA REI	) LIGHT	UIOL ATION	,
	27, 2021. 1 WAS					
	•	,			150	

	*
Employer ROVERS CONCRETE	JOD Title WALL LABORER
Address 228 02 CO RO ESU ANAMOSA,	A SZES Supervisor BRET BARNEY
Date Hired 05/05/20	Work Hours 40 HRS WEEKLY
is your present employer agreeable to release	you for emergency calls? X Yes No
Please list your past employers going back 7 years	ears
1 5000TERS	
2 FAREWAY	
3 WHITED STATES MARINE	CORPS
4	
5	
6	
7	
Please list your past residence, if other than A  1  1  2	namosa, going back 7 years.  N ANamosa For
3 Over 7	HPMVS
4	7
5	
6	E 2
7	
Give name, address and phone number of the	ree references not related to you.
2.9	
3 T	
I AM TRAINED IN COM	that you may have that would be an asset to our dept.  BAT LIFE SAUND, WATER SURVIVAL, CPP,  AN EMT COURSE, I DID NOT TAGE
	AGREEMENT
of all statements within this application for membership status. In the event of membership	and complete to the best of my knowledge. I authorize investigation membership as may be necessary in arriving at a decision for ership status, I understand that false or misleading information given discharge. I understand, also, that I am required to abide by all
signature of Applicant	Date



## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 12th day of January in the year 2021 (In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner: (Name, legal status, address and other information)

Beth Brincks, City Clerk on behalf of the Anamosa City Council City of Anamosa, IA 107 S. Ford Street Anamosa, IA 52205-1841

and the Architect:
(Name, legal status, address and other information)

Shive-Hattery, Inc 4125 Westown Parkway, Suite 100 West Des Moines, IA 50266 Telephone: 515-223-8104

for the following Project:
(Name, location and detailed description)

#### Anamosa Fire Station Addition:

This project is an addition of approximately 7,440 Sq. Ft. onto the existing fire department building located 701 E. Third Street, Anamosa, IA. The building addition will be added to the existing building and includes fire truck bays and storage along with office, restroom, and community gathering room. An alternate bid will be designed for the community room in the new addition to incorporate a BARA (Best Available Refuge Area) being proposed to create a hardened area within the facility. A portion of the existing building will be renovated to facilitate and connect the building addition.

S-H Project #4207090

The Owner and Architect agree as follows.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left mergin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

#### **TABLE OF ARTICLES**

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### **ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

### § 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

In accordance with basic design industry standards the Design Professional will provide Architecture, Structural Engineering, Mechanical Engineering, Electrical Engineering, and Civil Engineering services utilizing the 2012 International Building Code requirements as follows:

Provide Schematic Design, Design Development, Construction Documents, and Construction Administration design phases for:

Anamosa Fire Station Addition: Pre-liminary drawings were submitted by the fire department that were completed in August 22, 2019 to include site plan, floor plan, and exterior elevations of the proposed building addition and are included as: Exhibit – A.

### § 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Anamosa Fire Station Addition: The new fire station expansion will consist of adding approximately 7,440 Sq. Ft. onto the existing fire department building. The building addition will be constructed adjacent to the existing

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concrete masonry building and consists of a pre-engineered metal building with concrete footings and foundations, fire trucks bays w/ overhead doors and storage along with office, restrooms, and community gathering room.

A portion of the existing building will be renovated to facilitate and connect to the new addition. As described in the project narrative, an alternate for a 'hardened shelter' will be evaluated as a part of this work. A storm shelter is a voluntary consideration of the 2012 International Building Code. If other versions of the IBC-Code are adopted by the City of Anamosa, shelter requirements will need to be reestablished if the change occurs prior to the technical development of the bid documents. (ICC-500 Storm Shelter Design not included.)

Modifications or upgrade improvements to the existing building mechanical and electrical systems are not anticipated in this scope of work. Site improvement associated with the addition will reconstruct paving and drainage issues as required and add driveway and paving access to the new truck bay overhead doors in the addition. Site work and utility routing associated with the new addition.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

For the Fire Station Facility. Shive — Hattery's opinion of probable project cost includes the cost of construction estimated at \$790,000 including construction inflation for a bid in the spring of 2021. With the Owner's decision to fund the construction cost of the project at \$700,000, alternates will be utilized to a to address the difference on construction costs. The Project cost includes the cost of construction, project soft costs, design fee, Owner-provided furniture, fixtures, and equipment, third party testing, and reimbursable expenses as follows:

Project Cost Range: \$895,000 - \$980,000.

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
  - .1 Design phase milestone dates, if any:

Schematic Design / Design Development Phase 4 Weeks

Construction Documents Phase

6-8 Weeks

Bidding and Negotiation:

4 Weeks

Construction Administration:

10 - 12 Month

.2 Construction commencement date:

To Be Determined, A 8-10-month construction duration is anticipated.

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

NA

Init.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

One (1) combined Set of Technical Documents and Specifications will be prepared for issuance as the Construction Documents. We will include 2 alternates to be described verbally as add alternates but do not require additional

design scope. Multiple bid packages (by separating out the work with multiple bid issuance dates) or fast-track early bid packages are not anticipated, or a part of the basic services

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Project will be designed to meet the applicable International Energy Construction Code. (Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204<sup>TM</sup>\_2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Anamosa Fire Station Addition: Tim Shada, Fire Chief Anamosa Fire Department 701 East 3<sup>rd</sup> Street Anamosa, IA 52205 Telephone: 319.462.4995 email: anamosafire53@mchsi.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Mechanical and Electrical Commissioning Authority (if a third party is selected by the Owner.)

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

By Owner

.2 Civil Engineer:

InIt.

Shive-Hattery, Inc.

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

### Topographical Survey:

The existing information for the site topography will be submitted by the owner and used during the design. If additional survey is required, it will be by Shive-Hattery, Inc. as Additional Service.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

Michael S. Lewis, AIA, NCARB Shive-Hattery Inc. 4125 Westown Parkway, Suite 100 West Des Moines, IA 50266 Telephone: 515.223.8104 email: mlewis@shive-hattery.com

Ronald L. Hinds, PM Shive-Hattery Inc. 4125 Westown Parkway, Suite 100 West Des Moines, IA 50266 Telephone: 515.223.8104 email: rhinds@shive-hattery.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2; (List name, legal status, address, and other contact information.)

### § 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

By Shive-Hattery, Inc.

Fire Station Addition: Does not include pre-engineered metal building design but will include the concrete footings and foundations for the PEMB building.

.2 Mechanical Engineer:

By Shive-Hattery Inc

Including plumbing, HVAC, mechanical piping, fire protection, and controls

.3 Electrical Engineer:

By Shive-Hattery Inc Including power, lighting, fire alarm, and special systems. Includes infrastructure for AV/Data/Phones, (Equipment by owner).

# .4 Civil Engineer:

Shive-Hattery, Inc.

New paved drive approach will be designed to accommodate the requirements for the added building square footage. Within the Property Boundaries, including Utilities Distribution (or extensions), Grading, Parking, Drives, and/or Site Lighting.

Additional Service: Partial Site Topographical Survey & SWPP: Provide topographic survey, contours at one-foot increments, locate drives and parking, locate 4" trees, locate utilities, and SWPP/NPDES

permitting.

§ 1.1.11.2 Consultants retained under Supplemental Services:

.1 NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202<sup>TM</sup>—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

# **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.2.1 Nothing in this Agreement is intended to create, nor it be construed to create, a fiduciary duty owed by either party to the other party.
- § 2.2.2 The Owner recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in the Architect's drawings, specifications, and other design, bidding or construction documentation furnished by the Architect or in other

professional services performed or furnished by the Architect under this Agreement (herein after in this article 2.2.2 referred to as Architect Documentation). If a required item or component of the Project is omitted from the Architect's Documentation, the Owner is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original Architect Documentation. In no event will the Architect be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.5.1 Commercial General Liability with policy limits of not less than One million Dollars (\$ 1000000) for each occurrence and Two million Dollars (\$ 2000000) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million Dollars (\$ 1000000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than One million Dollars (\$ 1000000) each accident, One million Dollars (\$ 1000000) each employee, and One million Dollars (\$ 1000000) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five million Dollars (\$ 5000000) per claim and Ten million Dollars (\$ 10000000) in the aggregate.
- § 2.5.7 Additional insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

# ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

# § 3.2 Schematic Design Phase Services

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- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

# § 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

# § 3.4 Construction Documents Phase Services

- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

# § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

# § 3.5.2 Competitive Bldding

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
  - .1 facilitating the distribution of Bidding Documents to prospective bidders;
  - .2 organizing and conducting a pre-bid conference for prospective bidders;
  - .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
  - .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

# § 3.5.3 Negotiated Proposals

- § 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
  - .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
  - .2 organizing and participating in selection interviews with prospective contractors;
  - .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
  - .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.
- § 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

# § 3.6 Construction Phase Services

# § 3.6.1 General

- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201<sup>TM</sup>—2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

# § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not

be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

# § 3.6.3 Certificates for Payment to Contractor

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance

with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

# § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

# § 3.6.6 Project Completion

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§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- 3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and.
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

# **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

# § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

(Table Deleted)

\$4.1.1 Programming (B202TM_2009) \$4.1.2 Multiple preliminary designs \$4.1.3 Measured drawings \$4.1.4 Existing facilities surveys \$4.1.5 Site evaluation and planning (B203TM_2007)  Architect  NP \$4.1.5 Site evaluation and planning (B203TM_2007)  Architect	(Section 4.2 below or in an exhibit attached to this document and
§ 4.1.2 Multiple preliminary designs NP § 4.1.3 Measured drawings NP § 4.1.4 Existing facilities surveys NP	identified below)
§ 4.1.3 Measured drawings NP § 4.1.4 Existing facilities surveys NP	Part of service, by prior agreement
§ 4.1.4 Existing facilities surveys NP	
	Provided as Additional Services
6 4.1.5 Site evaluation and planning (B203TM_2007) Architect	Part of service, by prior agreement
	Part of service, by prior agreement
§ 4.1.6 Building information modeling (E202TM_2008) Architect	
§ 4.1.7 Civil engineering Architect	Topographical Survey Provided as Additional Services
§ 4.1.8 Landscape design NP	Provided as Additional Services
§ 4.1.9 Architectural interior design (B252™–2007) NP	Provided as Additional Services (if services are beyond selection of materials and finishes included as basic service).
§ 4.1.10 Value analysis (B204TM_2007) NP	
§ 4.1.11 Detailed cost estimating NP	Provided as Additional Services
§ 4.1.12 Additional Construction observation or On-site Architect project representation (B207TM_2008)	See Supplemental Services
§ 4.1.13 Conformed construction documents NP	Provided as Additional Services
§ 4.1.14 As-designed record drawings Architect	See Additional Services
§ 4.1.15 As-constructed record drawings NP	Requirement not anticipated
§ 4.1.16 Post occupancy evaluation NP	Requirement not anticipated
§ 4.1.17 Facility support services (B210TM_2007) NP	Requirement not anticipated
§ 4.1.18 Tenant-related services NP	Requirement not anticipated
§ 4.1.19 Coordination of Owner's consultants NP	Provided as Additional Services
§ 4.1.20 Telecommunications/data design NP	Provided as Additional Services
§ 4.1.21 Detention / Security Electronics (design) Architect	
§ 4.1.22 Mechanical Commissioning NP	Provided as Additional Services

§ 4.1.23 Extensive environmentally responsible design	Architect	See Supplemental Services
§ 4.1.24 LEED® certification (B214TM_2012)	NP	Requirement not anticipated
§ 4.1.25 Historic preservation (B205 <sup>TM</sup> _2007)	NP	Requirement not anticipated
§ 4.1.26 Furniture, furnishings, and equipment design (B253 <sup>TM</sup> -2007)	Owner	Owner or Architect By Additional Services
§4.1.27 Resilient Design including areas of resistance, reliability, and redundancy specifically as a voluntary hardened portion of the structure for BARA refuge area	Architect	If a change in code related to Resilient Design for ICC-500 (2014) structures occurs, can be designed as an Additional Service
§4.1.28 Supplemental Services preparing extensive alternate designs, fast track schedule or additional multiple bid packages (beyond proposed).	NP	
4.1.29 Life Cycle Cost Analysis 4.1.30 Color renderings	NP NP	Provided as Additional Service Provide as Additional Service

# § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.2.1.2: Additional Construction Observations or Onsite Site Project Representation as reference in 4.1.12: For a period of 10-12 months an estimated (10) ten additional construction observation trips can be provided on a per rip basis. If desired, this may also extend to attending bi-weekly progress meetings during the first year of Construction, beyond the basic service trips identified in Part 4.2.3.2.

4.1.2.1.3: Additional Civil Engineering: If the design solution requires re-zoning, traffic studies, extension of private utilities or roads to the property, boundary limits. The additional services can be provided based on an identified scope of work at the time

§ 4.1.2.4 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Geotechnical investigation for site specific soil testing.

Inft.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

# § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

# 4.2.1 Topographical Survey:

Partial Site Topographical Survey & SWPP: Provide topographic survey, contours at one-foot increments, locate drives and parking, locate 4" trees, locate utilities, and SWPP/NPDES permitting

# 4.2.2 As Designed Record Documents:

.1 Once the bidding and negotiation phase of the project has been completed and contract to construct the project has been awarded, we will incorporate the changes and clarifications made to the bidding documents via addendum into the plans and specifications and re-issue the documents in electronic .PDF format for construction, if this additional service is authorized.

# § 4.2.3 Color Renderings:

.1 For renderings beyond the Architect's standard technical use to present the Work, we will provide interior or exterior 3-dimesional views of the building to create color renderings for the project. The initial rendering will be generated, and one edit of the rendering would be included to finalize the drawing. Multiple views will be considered as additional renderings.

§ 4.2.4 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- 7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate

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the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
  - .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
  - .2 Up to Ten, (10) visits to the site, by the Architect during construction.
  - .3 One (1: Inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
  - .4 One (1: Inspection for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.
- § 4.2.6 If events or circumstances stemming in whole or part from the Excusable Events under Article 8, the Architect shall be entitled to Additional Services to equitably increase and extend the Architect's time for performance of its services, as well as equitably increase the Architect's compensation for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

# **ARTICLE 5 OWNER'S RESPONSIBILITIES**

Init.

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM\_2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests,
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

# ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
  - .1 give written approval of an increase in the budget for the Cost of the Work;
  - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
  - .3 terminate in accordance with Section 9.5;
  - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
  - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development or Construction Document Phased Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

# ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the

Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

# **ARTICLE 8 CLAIMS AND DISPUTES**

# § 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.
- § 8.1.4 In recognition of the relative risks and benefits of the Projects to both Owner and Architect, the risks have been allocated such that the Owner agrees, to the fullest extent of the law, to limit the liability of the Architect, including its officers, directors, shareholders, employees, agents, its subconsultants, affiliated companies, and any of them, to the Owner and any person or entity claiming by or through the Owner, for any and all claims, damages, liabilities, losses or costs including reasonable attorneys' fees and defense costs, or cost of any nature whatsoever, or claims expenses resulting in any way related to the Project or Agreement from any cause or causes shall not exceed the compensation received by the Architect under the agreement or fifty thousand dollars (\$50,000), whichever is greater. It is intended that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including negligence for professional acts, errors or omissions, strict liability, breach of contract, expressed or implied warranty, expressed indemnity, implied contractual indemnity, equitable indemnity and all other claims, unless otherwise prohibited by law. Excepting for the limitation

of liability above, the Owner waives any claim or cause of action against Architect and above included parties arising from or in connection with the performance of services for the Project or this Agreement,

- § 8.1.5 Subject to the limitation in Section 8.1.4, the Architect agrees to the fullest extent permitted by law, to indemnify and hold harmless the Owner including its officers, director, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by the Architect's negligent performance of service under this Agreement and that of its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies or anyone for whom the Architect is legally liable.
- § 8.1.6 The Owner agrees to the fullest extent permitted by law, to indemnify and hold harmless the Architect including its officers, director, shareholders, employees, and consultants, subconsultants and affiliated companies against all damages, liabilities, losses, and costs including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by the Owner's negligent acts in connection with this Project and the acts of its contractors, subcontractors, consultants or anyone for whom the Owner is legally liable.
- § 8.1.7 If the document General Conditions AIA A201- 2017 is not used in conjunction with this Agreement, the Architect and Owner hereby understand and agree that Architect has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, polychlorinated biphenyl, asbestos, petroleum contaminants, bacteria, fungi, mold or substance, or any other environmental hazard or pollution, whether latent or patent, at the Owner's Project location, or in connection with or related to this Project under this Agreement. The compensation to be paid to the Architect for services is not commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore to the fullest extent permitted by law, Owner agrees to indemnify, defend and hold harmless Architect including its officers, director, shareholders, employees, agents, its consultants and affiliated companies from any and all claims, damages, liabilities, losses, and costs including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants, spores, biological toxins, or any other materials, irritants, contaminants, or pollutants, in or into the atmosphere, or on, onto, in or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.
- § 8.1.8 The Architect shall not be responsible or liable to the Owner or Owner's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in the Architect's services, additional costs and expenses in the Architect's performance of its services, or other effects in the Architect's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by the Owner or by any Owner's contractors, consultants or agents of any level on the project (including, without limitation, failure of the Owner to furnish timely information or approve or disapprove of the Architect's services or work product promptly, delays in the work caused by the Owner, Owner's suspension, breach or default of this Agreement, or delays caused by faulty performance by the Owner or Owner's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of the Architect. When an Excusable Event occurs, the Owner agrees the Architect is not responsible for any actual or claimed damages incurred by Owner or Owner's contractors, consultants, or agents, the Architect shall not be deemed to be in default of this Agreement.

#### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)
- [ ] Arbitration pursuant to Section 8.3 of this Agreement
- [X] Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

# § 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

# § 8.3.4 Consolidation or Joinder

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§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.1.1 If the Architect becomes aware of hazardous materials or toxic substances in any form at the Project site or adjacent areas that may affect the performance of the Architect's services, the Architect shall promptly send a written communication to the Owner describing the hazardous materials or toxic substances. The Architect may, at its sole option, and without liability for damages or delays, immediately suspend performance of services until the Project site or adjacent areas have been remediated and in compliance with applicable laws and regulations. The Owner is responsible for analysis and remediation of the Project site.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:
- Services rendered and all expenses reasonably incurred by the Architect in connection with the Termination, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting in termination. In addition, the Owner shall pay the Architect 15% of the fee on any remaining unperformed services for lost overhead and profit.
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Fifteen percent (15%) of the Compensation from Section 11.1

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

# ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 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 Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### **ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, including the addition of three budgetary alternates, the Owner shall compensate the Architect as follows:

.1 Anamosa Fire Station Addition: Basic Services, Stipulated Sum

Lump Sum Fee: Ninety-Nine Thousand Five Hundred Dollars and no cents, (\$99,500.00)

.2 Expenses:

Included - Reimbursable expenses have been included in the Compensation Fee amounts estimate totals.

(Paragraph Deleted)

Anamosa Fire Station Addition and Renovation: Expenses are estimated to be: \$10,000, this number excludes bid document printing. Bid document printing is included in the overall Owner's Project Budget

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: (Insert

amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional Onsite Site Observations:

\$1,500 per visit

Additional Civil Engineering:

Hourly Fee

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

As Designed Record Documents:

\$ 7,900.00

Color Renderings:

\$2,000 per rendering

Changes to Scope of Work:

Hourly Fee

(Paragraph Deleted)

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Exhibit-B: Architect's Standard Hourly Fee Schedule in effect at the time that the services are performed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty Five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%) %)
		F (		70)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Architect's Standard Hourly Fee Schedule in effect at the time that the services are performed.

Init.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

Architect is an equal employment opportunity employer and will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, marital status, national origin, age 18 or older, ancestry, gender identity, sexual orientation, veteran, status, physical or mental handicap, unless related to performance of the job with or without accommodation.

# ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101TM\_2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

(List other documents, if any, forming part of the Agreement.)

.3 Exhibits:	
(Check the appropriate box for any exhibits incorporated into this Agreement.)	
AIA Document E204 <sup>TM</sup> _2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)	
Other Exhibits incorporated into this Agreement:  (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of servic	es
identified as exhibits in Section 4.1.2.)	
.4 Other documents:	

OWNER (Signature)

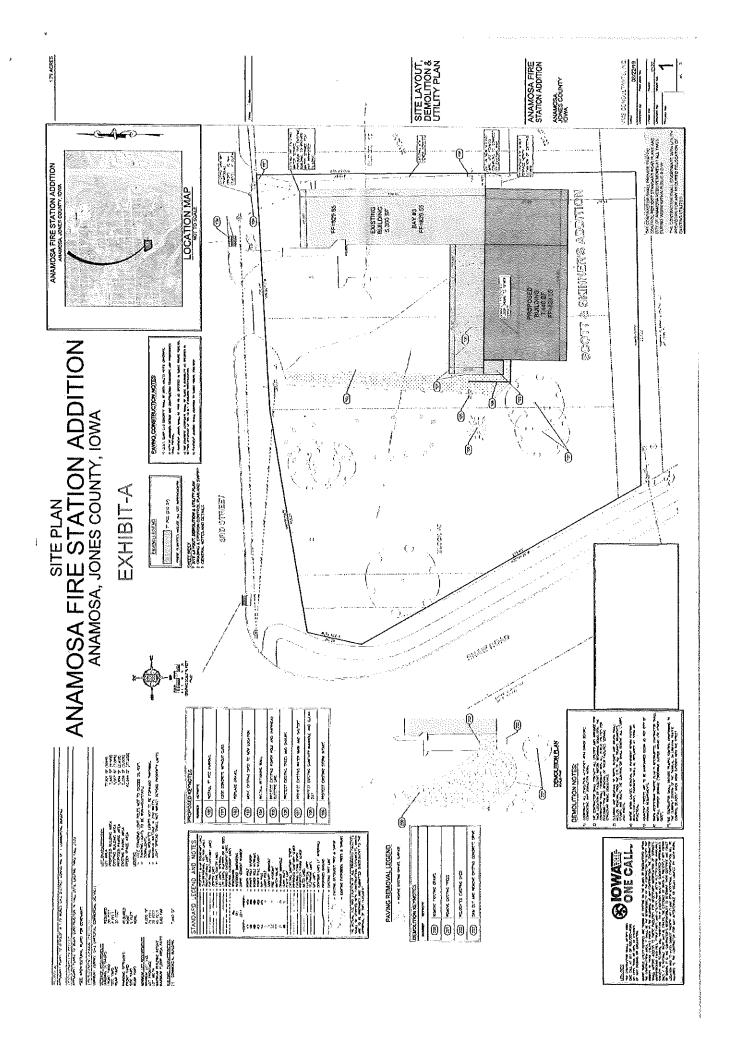
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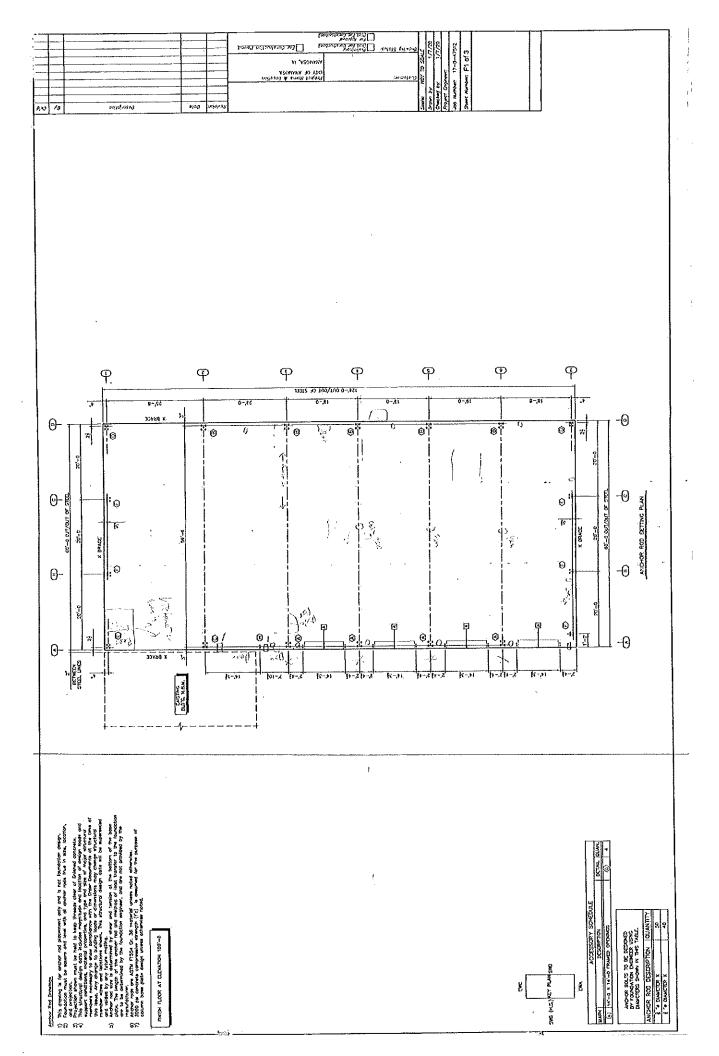
This Agreement entered into as of the day and year first written above.

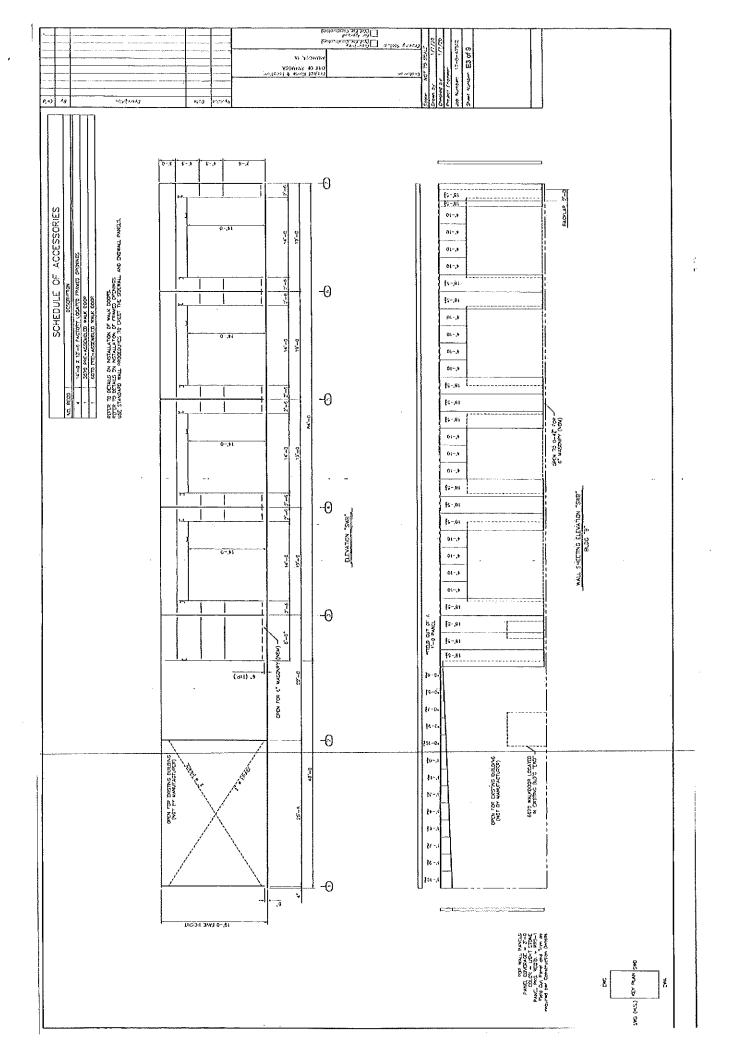
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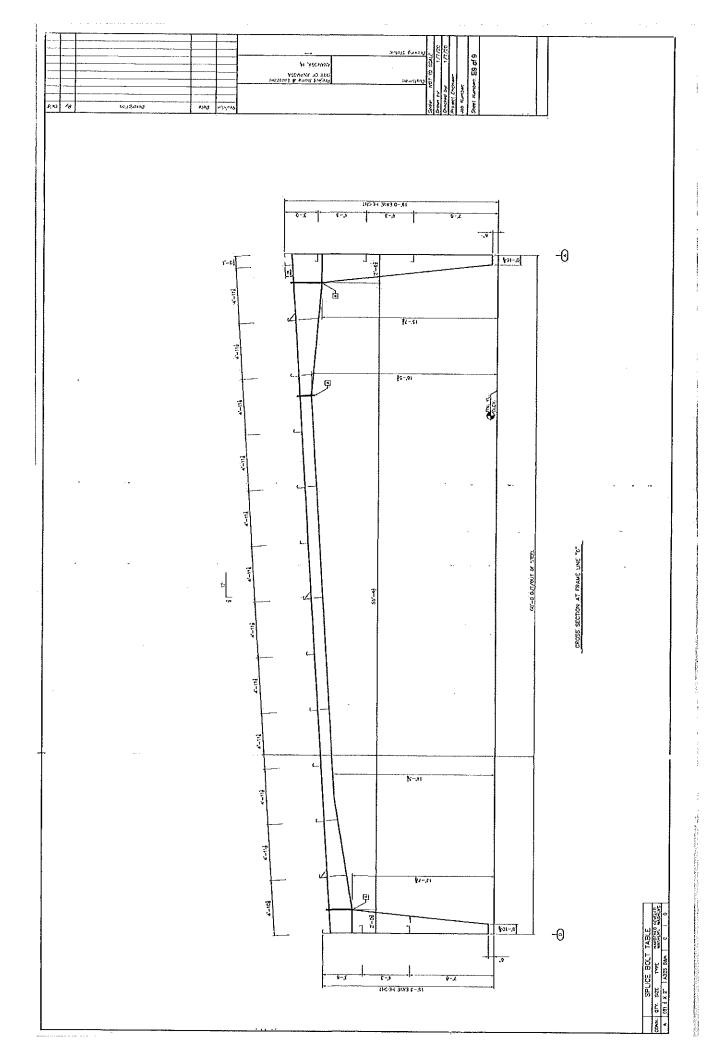
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User Notes:









# STANDARD HOURLY FEE SCHEDULE Effective January 1, 2021 to December 31, 2021

PROFESSION	AL STAFF:	TECHNICA	L STAFF:
Grade 1	\$ 92.00	Grade 1	\$ 64.00
Grade 2	\$111.00	Grade 2	\$ 80.00
Grade 3	\$124.00	Grade 3	\$ 90.00
Grade 4	\$138.00	Grade 4	\$ 97.00
Grade 5	\$153.00	Grade 5	\$110.00
Grade 6	\$166.00	Grade 6	\$125.00
Grade 7	\$180.00	Grade 7	\$141.00
Grade 8	\$198.00		
Grade 9	\$215.00		
ADMIN STAFF:	\$ 63.00		
SURVEY STAFF:			
One Person		\$140.00	
Two Person		\$218.00	
One Person w	ith ATV	\$165.00	
Two Person w	ith ATV	\$243.00	
Drone Survey	or (Video or Photogrammetry)	\$175.00	
Drone Survey	or (Thermography)	\$325.00	

# REIMBURSABLE EXPENSES:

Surveyor with Two Scanners

Hydrographic Survey Crew (Two Person)

**Drone Processing** 

Scanning Surveyor

TRAVEL		IN-HOUSE SERVICES	
Mileage- Car/Truck	\$0.57/ Mile	Prints/Plots:	
Mileage- Survey Trucks	\$0.67/ Mile	Bond	\$ .30/Sq. Ft.
Lodging, Meals	Cost + 10%	Mylar	\$ .75/Sq. Ft.
Airfare	Cost + 10%	Photogloss	\$ .90/Sq. Ft.
Car Rental	Cost + 10%	Color Bond	\$ .60/Sq. Ft.
		Foam Core Mounting	\$ 13.00
<b>OUTSIDE SERVICES</b>			
Aerial Photogrammetry	Cost + 10%	Color Prints:	
Professional Services	Cost + 10%	Letter Size	\$ 1.00
Prints/Plots/Photos	Cost + 10%	Legal Size	\$ 2.00
Deliveries	Cost + 10%		

\$130.00

\$284.00

\$180.00

\$257.00

# Amendment to the Professional Services Agreement

PROJECT: (name and address)
Anamosa Fire Station Addition

701 E. Third Street, Anamosa, IA 52205

OWNER: (name and address)
Beth Brincks, on behalf of the Anamosa

City Council»«
107 S. Ford Street

Anamosa, IA 52205

**AGREEMENT INFORMATION:** 

Date: January 12, 2021

ARCHITECT: (name and address)

Shive-Hattery, Inc.

4125 Westown Parkway, Suite 100 West Des Moines, IA 50266

The Owner and Architect amend the Agreement as follows:

Requesting Contract Time Extension and Fee for Additional Construction Administration Services:

The project bids were received on May 6, 2021 and Substatial Completion was established for January 31, 2022. We are still waiting for construction of the building to begin. Since the delivery of the building materials for the Pre-Engineered Metal Building were delayed to be supplied to the project site and the substantial completion has been delayed/extended by the contractor to June 30, 2022, we are requesting a contract time extension for additional CA-Services beginning on March 15, 2022 to perform the following Scope of Work:

AMENDMENT INFORMATION:

Amendment Number: 02

Date: March 15, 2022

- 1.1 Attend Owner/Architect/Contractor meetings as requested.
- 1.2 Perform Site Observations.
- 1.3 Generate change requests and contract modifications from owner/contractor.
- 1.4 Respond to additional Requests for Information.
- 1.5 Reviews of project for Substantial Completion.
- 1.6 Final review of project for completion.
- 1.7 Processing additional Pay Applications.
- 1.8 Review of close out documentation.
- 1.9 Project Closeout.

ADD Hourly Fee: \$15,000

We will perform the above scope of work on an hourly basis w/o a maximum cost. We will notify you prior to exceeding this amount.

Reference Exhibit-A: 2022 STANDARD HOURLY FEE SCHEDULE (For Staffing Levels & Expenses).

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Original Basic Agreement: AIA, B101: \$ 99,500
Amendment 1 Scope of Work Chnage \$ 6,900
Amendment-2 Add Construction Admin: \$ 15,000
Add Expenses: \$ 2,500

Total Fee: \$123,900

Schedule Adjustment:

Contract Terminates: July 30, 2022

SIGNATURES:	
Shive-Hattery, Inc.  ARCHITECT (Firm name)	City of Anamosa, IA  OWNER (Firm name)
Forald I. Hirols	
SIGNATURE	SIGNATURE
Ronald L. Hinds, Project	
Manager	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
March 15, 2022	
DATE	DATE



8710 Earhart Lane SW
 Cedar Rapids, IA 52404
 Main 319.841,4000 + Fax 713,965,0044

▶ HRGREEN.COM

March 21, 2022

Steve Agnitsch Utilities Superintendent City of Anamosa 107 S. Ford Street Anamosa, IA 52205

Re:

Jordan Well No. 6 - Bid Package 2: Well Equipment and Pipeline

Contractor's Pay Request No. 3

Dear Steve,

Enclosed are three copies of Pay Request No. 3 from Boomerang Corp. for the above-referenced project. This payment application is for work completed through the end of February 2022 and includes submittal preparation and additional stored materials. Also enclosed are insurance information and photos of the materials stored offsite, which includes electrical materials, well pump equipment, and water piping and valves.

The total request for Pay Request No. 3 is \$104,321.90. This payment application represents approximately 29% of the total contract value, not including retainage, and corresponds to approximately 44% of the total project schedule until Final Completion in October 2022. We have reviewed and recommend full partial payment of Payment Application No. 3 as submitted by Boomerang. Please execute the pay application and distribute copies to all parties.

Sincerely,

HR GREEN, INC.

**Josh Scanlon, P.E.** Project Manager

J:\2019\190261\Construction\Payment\BP2\PR03\ltr-20220321-Boomerang\_Pay\_Request\_3.docx

# APPLICATION AND CERTIFICATION FOR PAYMENT

Attached explanation if amount certified differs from the amount applied for. Initial all figures on this knowledge, information and belief the Work has progressed as indicated, the quality of the Work and belief the Work covered by this Application for Payment has been completed in accordance comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's The undersigned Contractor certifies that to the best of the Contractor's knowledge, information Application and on the Continuation Sheet that are changed to conform to the amount certified) 3/21/2022 with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner. in accordance with the Contract Documents, based on on-site observations and the data is in accordance with the Contract Documents, and the Contractor is entitled to payment PERIOD TO: 3/7/2022 PROJECT NOS: 190261 Date: APPLICATION NO: 3 CONTRACT DATE: ENGINEER'S CERTIFICATE FOR PAYMENT AMOUNT CERTIFIED...... \$ 104,321.90 and that current payment shown herein is now due. Bid Package 2: Well Equipment and Pipeline of the AMOUNT CERTIFIED. OWNER'S APPROVAL: CONTRACTOR ENGINEER Jordan Well No. 6 ر ج ሯ HR Green, Inc. (64,638.51) 1,206,361.49 1,271,000.00 356,271.77 17,813.59 17,813.59 338,458.18 104,321.90 234,136,28 867,903.31 VIA ENGINEER: Application is made for payment, as shown below, in connection with the Contract. PROJECT: G \$ \$ Ø <del>(1)</del> <del>(/</del>) () 9. BALANCE TO FINISH, INCLUDING RETAINAGE...... \$ \$ ₩ 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT........ CONTRACTOR'S APPLICATION FOR PAYMENT 4. TOTAL COMPLETED & STORED TO DATE City of Anamosa 3. CONTRACT SUM TO DATE (Line 1+2) Total Retainage (Line 5a + 5b)
(Total in Column I on Continuation Sheet) 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) 2. Net change by Change Orders Continuation Sheet is attached. b. 5 % of Stored Material (Columns D + E on Continuation Sheet) 1. ORIGINAL CONTRACT SUM 8. CURRENT PAYMENT DUE (Column F on Continuation Sheet) a. 5% of Work Completed FROM CONTRACTOR: (Line 6 from prior Certificate) Anamosa, lowa 52205 12536 Buffalo Road Boomerang Corp (Line 3 less Line 5) 5. RETAINAGE: TO OWNER:

# CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts were variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ENGINEER'S PROJECT NO.:

3/7/2022 190261

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APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

in tabulations below, amounts are stated to the nearest dollar.

3/7/2022 190261

APPLICATION DATE: PERIOD TO: ENGINEER'S PROJECT NO.:

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Division 10 Specialties Fire Extinguishers L&M	. W	(A	300.00	49	I	ø	69	1	ь	\$	%	и	360,60	₩	r
Division 22 Plumbing Plumbing Materials Plumbing Labor Plumbing Insulation L&M Plumbing Insulation L&M Process Piping Materials Process Piping Labor Submittals	www.	ი დ თ თ თ თ	5,000.00 9,000.00 30,000.00 15,000.00		1 1 1 1 000	ก พ.พ.พ.พ.พ.พ	9 4 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	1,355,00	оннон	30,000,00	27% 0% 100% 0%	<b>666666</b>	3,645,00 9,000,00 500,00 15,000,00	<b>ភេសសស</b> ស	67.75
ivision 23 Heating, W HVAC Labor HVAC Materials Submittals	Division 23 Heating, Ventilation, and Air Conditioning HVAC Labor HVAC Materials Submittals	φ φ <sub>Φ</sub>	9,000,00 10,000.00 1,000.00	w w	1,000.00	<i>ง</i>	0 th th	3,084,28	o es o	3,084,28	0% 31% 100%	• • • • • •	9,000,00 6,915.72	, www	154.21
Division 25 Integrated Automation Instrumentation and Control Mater Submittals	vision 25 Integrafed Automation Instrumentation and Control Materials and Labor Submittals	w w	65,000.00	<i>ம</i> ம	1 3	Θ	3,000.00		<b>⇔</b> ທ	3,000.00	%0 90%	u u	65,000.00	ა ი	150.00
Division 28 Electrical Mobilization Equipment and Panels Light Fixtures Light Fixtures General Labor CCTV Generator Allowance Submittals	us ateriais	wwwwwww wra +70	5,500.00 85,000.00 13,000.00 60,000.00 9,000.00 16,000.00 5,000.00	<i>~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ </i>	5,000,000	иммимиф	* 1 1 1 1 1 1 1 1	22,749,53 10,563,00 9,000.00	80000000000000000000000000000000000000	22,749,53 10,563,00 9,000,00 5,000,00	0% 27% 81% 0% 100% 0%	***	5,500.00 62,250.47 2,437.00 80,000.00 15,000.00 125,000.00	w w w w w w	1,137.48 528.15 - 450.00 - Z50.00
Division 27 Communications Fiber Optic Cabling Submittals	ations	va va	15,000,00	wω	1,000,00	<i>ነ</i> ን ሪን	ю <del>ю</del>	t s	νν	1,000,00	0% 100%	ဟမ	15,000,00	↔ w	50.00
Division 31 Earthwork Clearing and Grubbing Grading Excavarion Erosion Fill Landscape Materials Labor Trees Labor and Materials Chain-link Fence Submittals	ision 31 Earthwork Clearing and Grubbing Grading Excavation Excavation Fill Landscape Materials Labor and Materials Tices Labor and Materials Chain-link Fence Submittals	**************************************	8,000,00 22,000,00 25,000,00 15,000,00 10,000,00 11,000,00 1,000,00 1,000,00	v	1,000.00		1 1 1 1 1 1 1 1		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	1,000,000	00% 00% 00% 00% 00%	*********	8,000,00 20,000,00 25,000,00 15,000,00 10,000,00 11,000,00 5,000,00		00.00

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts were variable retainage for line items may apply,

APPLICATION DATE: PERIOD TO: ENGINEER'S PROJECT NO.:

3/7/2022 190261

٨	80	ပ	Ω	ш	u.	(J)	-	x	
L			Wc	Work Completed		Total			
ítem			From Previous		Materials Presently	Completed & Stored		Balance to	Retainage
Š	Description of Work	Scheduled Value	Application (D + E)	This Period	Stored (not in D or E)	to Date (D + E + F)	(3/5)	Finish (C-G)	(if Variable Rate)
4	44 Division 44 Pollution Control Equipment Schroneshla Mail Dimos Materials and Lahre	285 000 00	v.	·	184.019.96			\$ 100.980.04	8,20
	Submittals	\$ 5,000.00	\$ 5,000.00		·	\$ 5,000.00	100%	· v	\$ 250.00
4	46 Water and Wastrwater Equipment Equipment Installation	\$ 60,000.00	l W	ر د	ı v	ı Ø	%0	\$ 60,000.00	w
4	47 Change Order 1 (RFC 1,2,3)	\$ (64,638.51)	ι <i>ω</i>	65	ı v	v	%0	\$ (64,638.51)	w
L		\$1,206,361.49	\$87,000.00	\$8,500.00	\$260,771,77	\$356,271,77	7 29.5%	\$850,089,72	\$17,813.59

Page 4 of 4



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/7/2022

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

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

	is certificate does not confer rights										
PRO	DUCER					CT Elisabeth J					
	suredPartners Great Plains, LLC					<sub>o, Ext)</sub> : 515-453		FAX (A/C, No):	515-45	3-9397	
We	00 University Ave., Suite 200 est Des Moines IA 50266-5945							suredpartners.com			
								DING COVERAGE		NAIC#	
					INSURE	RA: Colony Ir		*** *** *		39993	
INSU				ACTEGRO-01	INSURE	RB: Employe	rs Mutual Ca	sualty Company		21415	
	erra Group, Inc. Box 160				INSURE	Rc: Accident	Fund Genera	al Insurance Company		12304	
	rion IA 52302				INSURE	RD:					
					INSURE	RE:					
					INSURE	RF:					
				NUMBER: 497430765				REVISION NUMBER:			
E) C) IV	HIS IS TO CERTIFY THAT THE POLICIE DICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIES REDUCED BY F	OR OTHER DESCRIBED PAID CLAIMS.	OCCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO	OT TO V	WHICH THIS	
INSR LTR		INSD	WVD	POLICY NUMBER			POLICY EXP (MM/DD/YYYY)	LIMIT			
Α	X COMMERCIAL GENERAL LIABILITY	Y	Y	PACE304349		1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000		
	CLAIMS-MADE X OCCUR						}	PREMISES (Ea occurrence)	\$ 300,0	00	
	5,000							MED EXP (Any one person)	\$5,000	^^^	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,		
	POLICY X PRO- X LOC	-						PRODUCTS - COMP/OP AGG	\$2,000		
	OTHER:					]		PRODUCES - COMPION AGG	\$ 2,000,	000	
В	AUTOMOBILE LIABILITY			5X41035		1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	000	
	X ANY AUTO							BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$		
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
									\$		
Α	UMBRELLA LIAB X OCCUR			EXC304350		1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 5,000,	000	
	X EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 5,000,	000	
	DED X RETENTION \$ 0							Loru Loru	\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCV6097027		1/1/2022	1/1/2023	X PER OTH- STATUTE ER			
	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A						E.L. EACH ACCIDENT	\$ 1,000,		
	(Mandatory In NH)  If yes, describe under  DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE			
	DÉSCRIPTION OF OPERATIONS below	-						E.L. DISEASE - POLICY LIMIT	\$ 1,000,	000	
DES	RIPTION OF OPERATIONS / LOCATIONS / VEHIC All Projects	LES (A	CORD	101, Additional Remarks Schedu	le, may be	attached if more	space is require	d)			
Boo	merang Corp and City of Anamosa are uired in a written contract or agreement	name with	ed as respe	Additional Insured - Ongoi	ing Ope	rations and Coper form FPAC	ompleted Op 2F001 (04/15	erations - primary and no	n-contri	butory when	
	iver of Subrogation applies to the Gene		•	•			•	•			
			•		•	•	_	orp and City of Anamosa			
	ice of Cancellation - 30 Days with response	ects to	the (	General Liability policy per			'14)				
CE	RTIFICATE HOLDER				CANO	ELLATION					
	City of Anamosa 107 South Ford Street				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.			
	IVI OVUHI I VIU OHEEL										

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Anamosa IA 52205

AUTHORIZED REPRESENTATIVE



# City of Anamosa, IA

# **Expense Approval Report**

By Vendor Name

Payment Dates 3/16/2022 - 3/28/2022

-					
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 004233 - 941 TAX EF	T PAYMENT				
941 TAX EFT PAYMENT	INV0000463	03/18/2022	MEDICARE TAX	001-000-2206	1,670.62
941 TAX EFT PAYMENT	INV0000464	03/18/2022	SOCIAL SECURITY TAX	001-000-2202	7,143.10
941 TAX EFT PAYMENT	INV0000465	03/18/2022	FEDERAL TAX	001-000-2200	4,490.63
941 TAX EFT PAYMENT	INV0000478	03/22/2022	MEDICARE TAX	001-000-2206	44.92
941 TAX EFT PAYMENT	INV0000479	03/22/2022	SOCIAL SECURITY TAX	001-000-2202	192.06
941 TAX EFT PAYMENT	INV0000480	03/22/2022	FEDERAL TAX	001-000-2200	146.19
			Vendor 0042	233 - 941 TAX EFT PAYMENT Total:	13,687.52
Vendor: 004658 - A&L ROLLO	OFF, INC				
A&L ROLLOFF, INC	31122	03/28/2022	DEBRIS REMOVAL - NEW POLIC	E351-111-6555	3,743.60
			Vendor	004658 - A&L ROLLOFF, INC Total:	3,743.60
Vendor: 005697 - ACME TOO	ıls				
ACME TOOLS	18121076	03/28/2022	SAW	600-810-6504	1,255.99
710.112 10020	10121070	00, 20, 2022		ndor 005697 - ACME TOOLS Total:	1,255.99
V	CADITAL CEDVICES				_,
Vendor: 006141 - AMAZON C		02/20/2022	OFFICE STIPPLIES	001 622 6525	104.05
AMAZON CAPITAL SERVICES	176V-9YM9-JTL6	03/28/2022	OFFICE SUPPLIES	001-622-6535	104.95
AMAZON CAPITAL SERVICES	1HX4-PH7X-K3N9	03/28/2022	BLOWER CABINET FANG	610-815-6722	735.98
AMAZON CAPITAL SERVICES	1GWG-VYN4-M6LY	03/28/2022	BLOWER CABINET FANS	610-815-6555	1,499.96
			vendor 006141 - 7	AMAZON CAPITAL SERVICES Total:	2,340.89
Vendor: 005770 - AMAZON					
AMAZON	979755633786	03/01/2022	DVDs	041-410-6501	128.71
				Vendor 005770 - AMAZON Total:	128.71
Vendor: 000177 - ANAMOSA	BOWLING CENTER				
ANAMOSA BOWLING CENTER	R 27854	02/12/2022	PIZZA - FATHER/DAUGHTER DA	043-430-6490	91.00
			Vendor 000177 - Al	NAMOSA BOWLING CENTER Total:	91.00
Vendor: 000185 - AUTOMOT	IVE SERVICES				
AUTOMOTIVE SERVICES	071535	03/28/2022	RED TRUCK TIRES	043-430-6550	480.00
				B5 - AUTOMOTIVE SERVICES Total:	480.00
Vendor: 006441 - BADGE&W	ALLET COM				
BADGE&WALLET.COM	442588	03/28/2022	MEDAL OF VALOR	001-110-6553	262.50
BADGLQWALLET.COM	442300	03/26/2022		441 - BADGE&WALLET.COM Total:	262.50
			vendor ood-	THE BADGEGWALLET.COM TOTAL.	202.30
Vendor: 000188 - BAKER & TA		00/04/0000	20010		
BAKER & TAYLOR	2036514477	03/21/2022	BOOKS	041-410-6501	31.07
BAKER & TAYLOR	2036537455	03/21/2022	BOOKS	041-410-6501	479.51
BAKER & TAYLOR	2036563723	03/21/2022	BOOKS	041-410-6501	21.34
BAKER & TAYLOR	2036564590	03/21/2022	BOOKS	041-410-6501	251.80
			vendo	r 000188 - BAKER & TAYLOR Total:	783.72
Vendor: 005731 - BANOWET	Z LUMBER COMPANY INC				
BANOWETZ LUMBER COMPA	NY24296	03/28/2022	LUMBER	110-210-6512	101.01
BANOWETZ LUMBER COMPA	NY24307	03/28/2022	LUMBER, DRYWALL SCREWS	110-210-6512	99.24
			Vendor 005731 - BANOW	ETZ LUMBER COMPANY INC Total:	200.25
Vendor: 004421 - BROWN SU	JPPLY CO., INC.				
BROWN SUPPLY CO., INC.	118011	03/28/2022	SNOW PLOW GUARDS	110-211-6470	685.00
BROWN SUPPLY CO., INC.	118132	03/28/2022	MARKING FLAGS/PAINT	110-211-6543	100.00
			Vendor 004421	- BROWN SUPPLY CO., INC. Total:	785.00
Vendor: 004209 - C.J. COOPE	R & ASSOCIATES, INC.				
C.J. COOPER & ASSOCIATES, II		03/28/2022	DOT CLEARING HOUSE - RAND.	001-210-6490	50.00
C.J. COOPER & ASSOCIATES, II		03/28/2022	DOT CLEARING HOUSE - RAND.	600-810-6489	20.00
C.J. COOPER & ASSOCIATES, II		03/28/2022	DOT CLEARING HOUSE - RAND.	610-815-6489	20.00
			Vendor 004209 - C.J. C	OOPER & ASSOCIATES, INC. Total:	90.00

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Expense Approval Report				Payment Dates: 3/16/202	2 - 3/28/2022
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 006431 - CARQUEST O	F MONTICELLO				
CARQUEST OF MONTICELLO	257142	03/28/2022	CUTTING TIP	110-211-6530	170.94
CARQUEST OF MONTICELLO	CM0000036	03/28/2022	RETURNS	110-211-6530	-83.56
		, -,		- CARQUEST OF MONTICELLO Total:	87.38
Vandari 00030E CENTURVUN	v				
Vendor: 000395 - CENTURYLIN		02/25/2022	LCC NATHLY BLICKE	042 420 6272	72.26
CENTURYLINK	022522	02/25/2022	LCC MTHLY PHONE	043-430-6373	73.26
CENTURYLINK	INV0000473	03/17/2022	MTHLY PHONE SERVICE	001-110-6373	124.62
CENTURYLINK	INV0000473	03/17/2022	MTHLY PHONE SERVICE	001-622-6373	272.10
CENTURYLINK	INV0000473	03/17/2022	MTHLY PHONE SERVICE	015-150-6373	57.76
CENTURYLINK	INV0000473	03/17/2022	MTHLY PHONE SERVICE	041-410-6373	156.85
CENTURYLINK	INV0000473	03/17/2022	MTHLY PHONE SERVICE	110-211-6373	66.04
CENTURYLINK	INV0000473	03/17/2022	MTHLY PHONE SERVICE	600-810-6373	62.64
CENTURYLINK	INV0000473	03/17/2022	MTHLY PHONE SERVICE	610-815-6373	229.53
			V	endor 000395 - CENTURYLINK Total:	1,042.80
Vendor: 000008 - CITY OF ANA	MOSA				
CITY OF ANAMOSA	INV0000460	03/18/2022	FLEX - MEDICAL	001-000-2204	164.20
			Vendo	or 000008 - CITY OF ANAMOSA Total:	164.20
Vendor: 000771 - DANS OVERH	IFAD DOOPS				
DANS OVERHEAD DOORS	532327	02/28/2022	DOOR REPAIRS - WASH BAY	110-211-6523	337.71
DANS OVERHEAD DOORS	532528	03/28/2022 03/28/2022	DOOR ROLLER REPLACEMEN		514.87
DANS OVERHEAD DOORS	332320	03/28/2022			852.58
			vendor 0007	771 - DANS OVERHEAD DOORS Total:	852.58
Vendor: 006401 - DANS TIRES	AND MORE				
DANS TIRES AND MORE	5925	03/28/2022	NEW TIRES	110-211-6470	2,901.66
			Vendor 00	6401 - DANS TIRES AND MORE Total:	2,901.66
Vendor: 004585 - EDWARDS SA	ANITATION				
EDWARDS SANITATION	90606	03/21/2022	TRASH REMOVAL	041-410-6475	43.50
			Vendor 00	4585 - EDWARDS SANITATION Total:	43.50
V	DOUB CERVICES LED				
Vendor: 006279 - EMPLOYEE G		02/20/2022	CROUD INCLIDANCE ADMINI	FFF 004 340 64FF	206.45
EMPLOYEE GROUP SERVICES LT		03/28/2022	GROUP INSURANCE ADMIN		396.45
EMPLOYEE GROUP SERVICES LT	D 032022	03/28/2022	GROUP INSURANCE ADMIN		5.35
			Vendor 006279 - Elv	IPLOYEE GROUP SERVICES LTD Total:	401.80
Vendor: 006161 - GRANT WOO	D ART GALLERY				
GRANT WOOD ART GALLERY	032022	03/28/2022	2ND HALF FY22 HOTEL/MOT	EL 001-610-6479	2,400.00
			Vendor 006161	- GRANT WOOD ART GALLERY Total:	2,400.00
Vendor: 000539 - GRAYBILL CO	MMUNICATIONS				
GRAYBILL COMMUNICATIONS		03/21/2022	QRTLY MONITORING FEE	041-410-6475	42.00
		,		GRAYBILL COMMUNICATIONS Total:	42.00
Vendor: 001101 - HEIMAN FIRE	· · ·	00/00/0000			
HEIMAN FIRE EQUIPMENT, INC	. 0905664-IN	03/28/2022	GAS MONITOR CALIBRATION		1,226.10
			Vendor 001101 - H	EIMAN FIRE EQUIPMENT, INC. Total:	1,226.10
Vendor: 004989 - HENDERSON	PRODUCTS				
HENDERSON PRODUCTS	351738	03/28/2022	SPINNER ASSY	110-211-6474	255.19
HENDERSON PRODUCTS	353006	03/28/2022	RETURN	110-211-6474	-230.73
			Vendor 004	1989 - HENDERSON PRODUCTS Total:	24.46
Vendor: 005184 - INFRASTRUC	TURE TECHNOLOGY SOLU				
INFRASTRUCTURE TECHNOLOG		03/28/2022	ONLINE BACKUP SERVICE	001-110-6490	144.00
		/ - <del>-</del> / <del>-</del>		RUCTURE TECHNOLOGY SOLU Total:	144.00
V	OF ILLETICE				_ :
Vendor: 005158 - IOWA DEPT (		02/20/2022	FORESTURES	004 440 6553	464.3=
IOWA DEPT OF JUSTICE	SPSS005161	03/28/2022	FORFEITURES	001-110-6553	161.35
			Vendor 00	5158 - IOWA DEPT OF JUSTICE Total:	161.35
Vendor: 000075 - IOWA PRISO	N INDUSTRIES				
IOWA PRISON INDUSTRIES	31230	03/28/2022	SIGNS	110-210-6512	506.60
IOWA PRISON INDUSTRIES	370650	03/28/2022	UNIFORM PANTS	610-815-6181	161.96
IOWA PRISON INDUSTRIES	40481	03/28/2022	BUSINESS CARDS	001-110-6504	14.00
IOWA PRISON INDUSTRIES	31549-1	03/28/2022	SIGNS	110-210-6512	103.35
			Vendor 00007	75 - IOWA PRISON INDUSTRIES Total:	785.91

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Expense Approval Report				Payment Dates: 3/16/202	2 - 3/28/2022
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 000281 - IPERS COLLEC	TIONS				
IPERS COLLECTIONS	INV0000461	03/18/2022	IPERS	001-000-2203	6,127.83
IPERS COLLECTIONS	INV0000462	03/18/2022	IPERS	001-000-2203	2,871.01
IPERS COLLECTIONS	INV0000477	03/22/2022	IPERS	001-000-2203	243.63
			Vendor	000281 - IPERS COLLECTIONS Total:	9,242.47
Vendor: 000387 - JOHN DEERE I	FINANCIAL				
JOHN DEERE FINANCIAL	4097619	03/28/2022	KEROSENE	110-211-6553	33.87
JOHN DEERE FINANCIAL	4097620	03/28/2022	SAFETY ABSORBENT	110-211-6553	7.49
JOHN DEERE FINANCIAL	4098186	03/28/2022	SOCKET SET	600-810-6455	53.97
JOHN DEERE FINANCIAL	4098209	03/28/2022	DEGREASER	110-211-6553	14.47
JOHN DEERE FINANCIAL	4098234	03/28/2022	PUTTY KNIFE	001-110-6530	2.79
JOHN DEERE FINANCIAL	4098491	03/28/2022	GEAR LUBE	110-211-6474	67.40
JOHN DEERE FINANCIAL	4098637	03/28/2022	MIDWEST BULK	110-211-6474	2.08
JOHN DEERE FINANCIAL	4099471	03/28/2022	PAINT AND TAPE	110-211-6474	55.80
JOHN DEERE FINANCIAL	4099649	03/28/2022	UNIFORM JACKET	110-211-6181	50.99
JOHN DEERE FINANCIAL	4099650	03/28/2022	SCRAPER - FLOOR MATS	110-211-6553	49.97
JOHN DEERE FINANCIAL	4100035	03/28/2022	HARDWARE	110-211-6470	7.98
JOHN DEERE FINANCIAL	4100293	03/28/2022	HARDWARE - BATTERIES	110-211-6470	536.00
JOHN DEERE FINANCIAL	4100293	03/28/2022	HARDWARE - BATTERIES	610-815-6540	49.72
JOHN DEERE FINANCIAL	4100348	03/28/2022	BATTERY GREASE GUN	610-815-6470	219.00
JOHN DEERE FINANCIAL	4101654	03/28/2022	AIR FILTER	110-211-6475	9.99
JOHN DEERE FINANCIAL	4101889	03/28/2022	HARDWARE	110-211-6474	4.94
JOHN DEERE FINANCIAL	4102138	03/28/2022	KEROSENE	110-211-6551	60.57
JOHN DEERE FINANCIAL	4102434	03/28/2022	PAINT - MATS - CLEANER	110-211-6553	86.44
JOHN DEERE FINANCIAL	4104718	03/28/2022	HARDWARE	110-211-6543	175.99
			Vendor 000	387 - JOHN DEERE FINANCIAL Total:	1,489.46
Vendor: 004413 - JONES COUNT	TY SENIOR DINING				
JONES COUNTY SENIOR DINING	032022	03/28/2022	FY 22 CONTRIBUTION	001-610-6479	5,100.00
			Vendor 004413 - JO	NES COUNTY SENIOR DINING Total:	5,100.00
Vendor: 000295 - JONES COUNT	TV TOURISM				•
JONES COUNTY TOURISM	032022	03/28/2022	2ND HALF FY22	001-610-6479	6,250.00
JONES COUNTY TOOKISM	032022	03/20/2022		95 - JONES COUNTY TOURISM Total:	6,250.00
			vendor 0002.	55 - JONES COONTT TOOKISM Total.	0,230.00
Vendor: 005678 - KIESLER'S POI		02/20/2022	ICENT	004 440 5527	067.00
KIESLER'S POLICE SUPPLY	184520	03/28/2022	JCERT V. L. COES	001-110-6537	867.33
			Vendor 0056	78 - KIESLER'S POLICE SUPPLY Total:	867.33
Vendor: 004737 - KROMMINGA	MOTORS				
KROMMINGA MOTORS	64700M	03/28/2022	MOVER SKID LOADER	001-450-6504	123.13
			Vendor 004	1737 - KROMMINGA MOTORS Total:	123.13
Vendor: 006042 - LEAF					
LEAF	12984306	03/21/2022	MTHLY COPIER LEASE	041-410-6471	96.00
				Vendor 006042 - LEAF Total:	96.00
Vendor: 006123 - LYNCH DALLA	S, P.C.				
LYNCH DALLAS, P.C.	195455	03/28/2022	GENERAL MATTERS	001-640-6455	1,914.00
LYNCH DALLAS, P.C.	195456	03/28/2022	NUISANCE/ENFORCEMENT	001-110-6411	53.50
LYNCH DALLAS, P.C.	195457	03/28/2022	POLICE MATTERS - PROSECUT	ΓΙ 001-110-6411	467.41
·				006123 - LYNCH DALLAS, P.C. Total:	2,434.91
Vendor: 006159 - MACQUEEN E	QUIPMENT				
MACQUEEN EQUIPMENT	W03216	03/28/2022	JETTER REPAIRS	610-815-6471	1,420.65
•		. ,		59 - MACQUEEN EQUIPMENT Total:	1,420.65
Vendor: 005346 - MAQUOKETA	VALLEY ELECTRIC COOP			•	•
MAQUOKETA VALLEY ELECTRIC		03/17/2022	INTERNET SERVICE	600-810-6535	139.85
MAQUOKETA VALLEY ELECTRIC		03/17/2022	ELECTRIC - INDUSTRIAL PARK		46.70
QUONEIA VALLEI LILCINIC.		03/11/2022		KETA VALLEY ELECTRIC COOP Total:	186.55
Vandam 004700 \$4501400			i inqui		200.33
Vendor: 004769 - MEDIACOM	020422	02/14/2022	INTERNET CERVICE	042 420 5272	70.40
MEDIACOM MEDIACOM	030422	03/14/2022 03/12/2022	INTERNET SERVICE MTHLY INTERNET SERVICE	043-430-6373 001-622-6454	79.49 304.90

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MTHLY INTERNET SERVICE

001-622-6454

304.90

03/12/2022

MEDIACOM

03122022

Expense Approval Report				Payment Dates: 3/16/202	2 - 3/28/2022
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MEDIACOM	INV0000476	03/17/2022	INTERNET SERVICE	043-430-6373	79.49
				Vendor 004769 - MEDIACOM Total:	463.88
Vendor: 005903 - MIDWEST PA	тсн				
MIDWEST PATCH	3185	03/28/2022	PATCH	110-211-6543	869.50
			Ve	ndor 005903 - MIDWEST PATCH Total:	869.50
Vendor: 005982 - MIDWEST TAI	PE				
MIDWEST TAPE	501758419	03/21/2022	DIGITAL MATERIALS	122-410-6725	89.76
			V	/endor 005982 - MIDWEST TAPE Total:	89.76
Vendor: 003950 - MISSISSIPPI V	ALLEY PUMP, INC.				
MISSISSIPPI VALLEY PUMP, INC.	14067	03/28/2022	PIT PUMP REPAIR	610-815-6783	7,071.75
			Vendor 003950 -	MISSISSIPPI VALLEY PUMP, INC. Total:	7,071.75
Vendor: 000357 - PETTY CASH					
PETTY CASH	1462592	03/21/2022	PIZZA FOR TEENS	041-410-6537	33.04
				Vendor 000357 - PETTY CASH Total:	33.04
Vendor: 005835 - QC ANALYTIC	AL SERVICES LLC				
QC ANALYTICAL SERVICES LLC	2203052	03/28/2022	MTHLY TESTING	610-815-6479	1,793.25
QC ANALYTICAL SERVICES LLC	2203068	03/28/2022	SLUDGE TESTING	610-815-6479	845.00
			Vendor 005835	5 - QC ANALYTICAL SERVICES LLC Total:	2,638.25
Vendor: 005741 - RECREATION					
RECREATIONAL MOTOR SPORTS		03/28/2022	SHIPPING - TESTING	610-815-6431	191.22
RECREATIONAL MOTOR SPORTS		03/28/2022	SHIPPING - TESTING	600-810-6431	18.92
RECREATIONAL MOTOR SPORTS RECREATIONAL MOTOR SPORTS		03/28/2022 03/28/2022	SHIPPING - TESTING SHIPPING	610-815-6431 110-211-6553	216.63 29.73
RECREATIONAL MICTOR SFORTS	37801	03/28/2022		RECREATIONAL MOTOR SPORTS Total:	456.50
Vendor: 006223 - ROGERS ROCI	/ AND CAND				
ROGERS ROCK AND SAND	2149	03/28/2022	MANSAND	110-211-6544	1,403.32
NOGERS ROCK AND SAIND	2143	03/20/2022		5223 - ROGERS ROCK AND SAND Total:	1,403.32
Vendor: 000991 - SCHERRMAN'	S IMPLEMENT				·
SCHERRMAN'S IMPLEMENT	IM62546	03/28/2022	SKID LOADER FILTERS	610-815-6470	532.85
		***, =**, =*==		91 - SCHERRMAN'S IMPLEMENT Total:	532.85
Vendor: 006173 - SCHMITZ JAN	ITORIAI SUPPLY				
SCHMITZ JANITORIAL SUPPLY	9047	03/28/2022	TOWELS/GLOVES	110-211-6553	132.00
		,,	·	B - SCHMITZ JANITORIAL SUPPLY Total:	132.00
Vendor: 000401 - SCHNEITER W	FFRS INSURANCE				
SCHNEITER WEERS INSURANCE		03/28/2022	EXCAVATOR - DODGE CHA	RGER 001-110-6408	410.00
SCHNEITER WEERS INSURANCE		03/28/2022	EXCAVATOR - DODGE CHAI	RGER 001-210-6408	293.00
SCHNEITER WEERS INSURANCE	1014	03/28/2022	CYBER	001-699-6409	3,500.00
			Vendor 000401 -	SCHNEITER WEERS INSURANCE Total:	4,203.00
Vendor: 000377 - SHAFFER PLBG	G & HTG				
SHAFFER PLBG & HTG	96A	03/28/2022	LOBBY RESTROOM	046-460-6475	474.88
			Vendo	r 000377 - SHAFFER PLBG & HTG Total:	474.88
Vendor: 005046 - STAAB/PHIL					
STAAB/PHIL	SO-000026	03/25/2022	IT SUPPORT	001-622-6480	300.00
				Vendor 005046 - STAAB/PHIL Total:	300.00
Vendor: 000536 - SUPERIOR AP	PLIANCE				
SUPERIOR APPLIANCE	114828	03/28/2022	LCC DRYER & DISPOSAL	046-460-6541	669.00
			Vendor	000536 - SUPERIOR APPLIANCE Total:	669.00
Vendor: 006434 - TEAM SERVIC	ES				
TEAM SERVICES	1809988-0	03/28/2022	FIRE STATION TESTING SER		411.77
			V	endor 006434 - TEAM SERVICES Total:	411.77
Vendor: 004448 - THE SIGN SHO					
THE SIGN SHOP	5411	03/28/2022	VEHICLE LETTERING	001-110-6710	450.00
			'	/endor 004448 - THE SIGN SHOP Total:	450.00

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Expense Approval Report				Payment Dates: 3/16/202	22 - 3/28/2022
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 004831 - TOYNE, INC					
TOYNE, INC	IN0014160	03/28/2022	TRUCK DOOR HINGE	015-150-6470	132.33
				Vendor 004831 - TOYNE, INC Total:	132.33
Vendor: 004654 - TRANSWORLD	NETWORK, CORP				
TRANSWORLD NETWORK, CORP	15264419-8586	03/14/2022	MTHLY LONG DISTANCE	001-110-6373	10.10
TRANSWORLD NETWORK, CORP	15264419-8586	03/14/2022	MTHLY LONG DISTANCE	001-622-6373	67.83
TRANSWORLD NETWORK, CORP	15264419-8586	03/14/2022	MTHLY LONG DISTANCE	015-150-6373	1.23
TRANSWORLD NETWORK, CORP	15264419-8586	03/14/2022	MTHLY LONG DISTANCE	043-430-6373	6.73
TRANSWORLD NETWORK, CORP	15264419-8586	03/14/2022	MTHLY LONG DISTANCE	044-440-6373	1.23
TRANSWORLD NETWORK, CORP	15264419-8586	03/14/2022	MTHLY LONG DISTANCE	110-211-6373	2.46
TRANSWORLD NETWORK, CORP	15264419-8586	03/14/2022	MTHLY LONG DISTANCE	600-810-6373	2.46
TRANSWORLD NETWORK, CORP	15264419-8586	03/14/2022	MTHLY LONG DISTANCE	610-815-6373	1.23
			Vendor 004654 - TR	ANSWORLD NETWORK, CORP Total:	93.27
Vendor: 000393 - TREASURER S	TATE OF IOWA				
TREASURER STATE OF IOWA	INV0000466	03/18/2022	STATE TAX	001-000-2201	2,134.40
TREASURER STATE OF IOWA	022022	03/28/2022	WET TAX	600-810-6491	4,894.26
TREASURER STATE OF IOWA	022022-LOT	03/28/2022	LOT TAX - FEB	610-815-6491	1,060.47
TREASURER STATE OF IOWA	022022-LOT	03/28/2022	LOT TAX - FEB	610-815-6493	180.88
TREASURER STATE OF IOWA	INV0000481	03/22/2022	STATE TAX	001-000-2201	53.00
		, ,		- TREASURER STATE OF IOWA Total:	8,323.01
Vendor: 004002 - U.S. CELLULAI					·
U.S. CELLULAR	0496454034	03/22/2022	MTHLY CELL PHONES	110-211-6373	65.87
U.S. CELLULAR	0496454034	03/22/2022	MTHLY CELL PHONES	600-810-6373	156.21
U.S. CELLULAR	0496454034	03/22/2022	MTHLY CELL PHONES	610-815-6373	156.21
U.S. CELLULAR	0490454054	03/22/2022		endor 004002 - U.S. CELLULAR Total:	378.29
			Ve	HIGH 004002 - 0.3. CELEGEAR TOTAL.	370.23
Vendor: 000359 - US POSTMAS		( (			
US POSTMASTER	03152022	03/15/2022	POSTAGE - UTILITY BILLS	600-810-6508	309.78
US POSTMASTER	03152022	03/15/2022	POSTAGE - UTILITY BILLS	610-815-6508	309.78
			Vend	lor 000359 - US POSTMASTER Total:	619.56
Vendor: 004565 - USA BLUE BO	ОК				
USA BLUE BOOK	896789	03/28/2022	STUDY BOOKS	610-815-6447	333.25
			Ven	dor 004565 - USA BLUE BOOK Total:	333.25
Vendor: 005703 - VISA					
VISA	CM0000035	03/21/2022	CREDIT- LATE FEE REVERSAL	041-410-6553	-63.48
VISA	28808	03/21/2022	TEDDY BEAR SUPPLIES	041-410-6537	344.75
VISA	24469152	03/21/2022	DEEP FREEZE RENEWAL	041-410-6480	234.81
				Vendor 005703 - VISA Total:	516.08
Vendor: 000398 - WALMART CO	MMUNITY CARD				
WALMART COMMUNITY CARD	039697858	12/13/2021	SUPPLIES	001-110-6535	22.36
WALMART COMMUNITY CARD	7084	03/21/2022	TRIVIA PRIZES	041-410-6502	36.22
WALMART COMMUNITY CARD	8914	03/21/2022	SOAP, ENVELOPES	041-410-6540	9.75
WALMART COMMUNITY CARD	8915	03/21/2022	PLATES, GLUE STICKS	041-410-6537	12.61
WALMART COMMUNITY CARD	9828	03/21/2022	SNACKS	041-410-6537	14.15
			Vendor 000398 - W	/ALMART COMMUNITY CARD Total:	95.09
Vendor: 000144 - WAYNE HALL	CHRYSLER				
WAYNE HALL CHRYSLER	26409	03/28/2022	OIL CHANGE	001-110-6474	49.00
WAYNE HALL CHRYSLER	26410	03/28/2022	INSTALL ALARM	015-150-6474	149.27
		·, ·, · · · · ·		144 - WAYNE HALL CHRYSLER Total:	198.27
Vendor: 005652 - WENDL/STEV	F				
WENDL/STEVE	3	03/21/2022	TECH/COMPUTER MAINT	041-410-6480	240.00
	-	00, 21, 2022		endor 005652 - WENDL/STEVE Total:	240.00
Vandar: 006443 MUVS					
Vendor: 006442 - WHKS WHKS	45185	03/28/2022	WWTP - DESIGN DEV	610-815-6489	8,670.00
VVIIIVO	75105	03/20/2022	WWWIF - DESIGN DEV	Vendor 006442 - WHKS Total:	8,670.00
				Vendor Journa - WIRS Total:	0,070.00
				Grand Total:	101,136.07

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# **Report Summary**

# **Fund Summary**

Fund		Expense Amount	Payment Amount
001 - GENERAL FUND		49,396.91	26,757.59
015 - FIRE SERVICE		1,566.69	58.99
041 - LIBRARY FUND		2,112.63	2,112.63
043 - PARKS & RECREATION		809.97	250.48
044 - AQUA COURT		1.23	1.23
046 - LAWRENCE COMMUNITY CENTER FUND		1,143.88	0.00
110 - ROAD USE TAX		8,679.31	134.37
122 - LOCAL OPTION TAX 65%		136.46	136.46
341 - FIRE STATION ADDITION		411.77	0.00
351 - POLICE STATION RENOVATION		3,743.60	0.00
600 - WATER FUND		6,919.43	5,570.55
610 - WASTEWATER FUND		26,214.19	1,938.10
	<b>Grand Total:</b>	101,136.07	36,960.40

# **Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
001-000-2200	FIT HOLDING	4,636.82	4,636.82
001-000-2201	SIT HOLDING	2,187.40	2,187.40
001-000-2202	FICA HOLDING	7,335.16	7,335.16
001-000-2203	IPERS HOLDING	9,242.47	9,242.47
001-000-2204	PEDC HOLDING	164.20	164.20
001-000-2206	MEDICARE HOLDING	1,715.54	1,715.54
001-110-6373	UTILITIES, TELEPHONE	134.72	134.72
001-110-6408	LIABILITY INSURANCE	410.00	0.00
001-110-6411	PROFESSIONAL SERVICES,	520.91	0.00
001-110-6474	MAINTENANCE, VEHICLE	49.00	0.00
001-110-6490	SOFTWARE MAINT CONT	144.00	0.00
001-110-6504	EQUIPMENT, SMALL	14.00	0.00
001-110-6530	SUPPLIES, OPERATIONS	2.79	0.00
001-110-6535	SUPPLIES, OFFICE	22.36	0.00
001-110-6537	JCERT	867.33	0.00
001-110-6553	MISCELLANEOUS EXPENS	423.85	0.00
001-110-6710	EQUIPMENT, TRUCK/AUTO	450.00	0.00
001-210-6155	SELF FUNDED HEALTH INS	396.45	396.45
001-210-6408	INSURANCE EXPENSE	293.00	0.00
001-210-6490	PROFESSIONAL SERVICES	50.00	0.00
001-450-6504	EQUIPMENT, SMALL	123.13	0.00
001-610-6479	CONTRBUTIONS TO OUTS	13,750.00	0.00
001-622-6373	UTILITIES, TELEPHONE	339.93	339.93
001-622-6454	MAINT. CONTRACT PAGE	304.90	304.90
001-622-6480	MAINT. CONTRACT COM	300.00	300.00
001-622-6535	SUPPLIES/NONCAP EQUIP	104.95	0.00
001-640-6455	CONTRACTS, GEN. CITY A	1,914.00	0.00
001-699-6409	CRIME & FIDELITY INSUR	3,500.00	0.00
015-150-6373	UTILITIES, TELEPHONE	58.99	58.99
015-150-6470	MAINTENANCE, EQUIPM	1,358.43	0.00
015-150-6474	MAINTENANCE, VEHICLE	149.27	0.00
041-410-6373	UTILITIES, TELEPHONE	156.85	156.85
041-410-6471	MAINTENANCE, COPIER	96.00	96.00
041-410-6475	MAINTENANCE, BLDGS &	85.50	85.50
041-410-6480	MAINT. CONTRACT COM	474.81	474.81
041-410-6501	BOOKS AND PERIODOCALS	912.43	912.43
041-410-6502	ADULT PROGRAM SUPPLI	36.22	36.22
041-410-6537	SUPPLIES, CHILDRENS PR	404.55	404.55
041-410-6540	SUPPLIES, BLDGS. & GRO	9.75	9.75
041-410-6553	MISCELLANEOUS EXPENS	-63.48	-63.48
043-430-6373	UTILITIES, TELEPHONE	238.97	159.48
112 .20 00.0	,	233.37	233.40

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# **Account Summary**

Account Summary				
Account Number	Account Name	Expense Amount	Payment Amount	
043-430-6490	EVENT EXPENSES	91.00	91.00	
043-430-6550	VEHICLE EXPENSES	480.00	0.00	
044-440-6373	UTILITIES, TELEPHONE	1.23	1.23	
046-460-6475	MAINTENANCE, BLDGS &	474.88	0.00	
046-460-6541	SUPPLIES, JANITORIAL MA	669.00	0.00	
110-210-6512	TRAFFIC SIGNS AND MAT	810.20	0.00	
110-211-6181	ALLOWANCE, UNIFORM	50.99	0.00	
110-211-6373	UTILITIES, TELEPHONE	134.37	134.37	
110-211-6470	MAINTENANCE, EQUIPM	4,130.64	0.00	
110-211-6474	MAINTENANCE, VEHICLE	154.68	0.00	
110-211-6475	MAINTENANCE, BLDGS &	9.99	0.00	
110-211-6523	GROUNDS & BLDG. MAIN	337.71	0.00	
110-211-6530	SUPPLIES, OPERATIONS	87.38	0.00	
110-211-6543	SUPPLIES, STREET MAINT	1,145.49	0.00	
110-211-6544	SUPPLIES, SNOW & ICE R	1,403.32	0.00	
110-211-6551	VEHICLE FUEL EXPENSES	60.57	0.00	
110-211-6553	MISCELLANEOUS SUPPLIES	353.97	0.00	
122-210-6372	ELECTRIC UTILITIES, ST LI	46.70	46.70	
122-410-6725	EQUIPMENT	89.76	89.76	
341-151-6490	PROFESSIONAL SERVICES	411.77	0.00	
351-111-6555	CONSTRUCTION	3,743.60	0.00	
600-810-6155	SELF FUNDED HEALTH INS	5.35	5.35	
600-810-6373	UTILITIES, TELEPHONE	221.31	221.31	
600-810-6431	SHIPPING	18.92	0.00	
600-810-6455	MAINTENANCE, EQUIPM	53.97	0.00	
600-810-6489	PROFESSIONAL SERVICES	20.00	0.00	
600-810-6491	SALES TAXES PAID	4,894.26	4,894.26	
600-810-6504	EQUIPMENT, SMALL	1,255.99	0.00	
600-810-6508	SUPPLIES, POSTAGE	309.78	309.78	
600-810-6535	SUPPLIES, OFFICE	139.85	139.85	
610-815-6181	ALLOWANCE, UNIFORM	161.96	0.00	
610-815-6373	UTILITIES, TELEPHONE	386.97	386.97	
610-815-6431	SHIPPING	407.85	0.00	
610-815-6447	TRAINING EXPENSES	333.25	0.00	
610-815-6470	MAINTENANCE, EQUIPM	751.85	0.00	
610-815-6471	JETTER MAINTENANCE	1,420.65	0.00	
610-815-6479	PROF. SERVICES - TESTING	2,638.25	0.00	
610-815-6489	PROFESSIONAL SERVICES	8,690.00	0.00	
610-815-6491	SALES TAXES PAID	1,060.47	1,060.47	
610-815-6493	LOCAL OPTION SALES TAX	180.88	180.88	
610-815-6508	SUPPLIES, POSTAGE	309.78	309.78	
610-815-6540	SUPPLIES, BLDGS. & GRO	49.72	0.00	
610-815-6553	MISCELLANEOUS EXPENS	514.87	0.00	
610-815-6555	WASTEWATER TREATME	1,499.96	0.00	
610-815-6722	EQUIPMENT, OPERATIONS	735.98	0.00	
610-815-6783	WASTEWATER TREATME	7,071.75	0.00	
	Grand Total:	101,136.07	36,960.40	
	Totali	,,	25,230.40	

# **Project Account Summary**

Project Account Key		Expense Amount	Payment Amount
**None**		101,136.07	36,960.40
	Grand Total:	101,136.07	36,960.40

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