

# Jasper County, Iowa Board of Supervisors

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Denny Carpenter

Doug Cupples

Brandon Talsma

**July 5, 2022**

9:30 a.m.

[www.jasperia.org](http://www.jasperia.org)

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

*- Anyone that has an item on the agenda must appear in person for the Board to consider it. -*

## Pledge of Allegiance



- Item 1**      **JEDCO – Jeff Davidson**
  - a) Review FY22 JEDCO Façade Grant Program
  
- Item 2**      **Recorder – Denise Allan**
  - a) Approval for Purchase of Roller Shelving
  
- Item 3**      **Human Resources – Dennis Simon**
  - a) Hiring Resolution for Attorney’s Office, Assistant County Attorney – Katelyn Gatzke
  - b) Hiring Resolution for Elderly Nutrition, Substitute Delivery Driver – Renee Lamb
  
- Item 4**      **Engineer – Michael Fritsch**
  - a) F-48 W HMA Resurfacing Design Proposals
  - b) Jasper County Secondary Roads Union Stewards – Summer Hours
  
- Item 5**      **ARPA Committee – Doug Bishop**
  - a) Initial Recommendation List
  
- Item 6**      **Approval of the Claims paid through July 5, 2022**
  
- Item 7**      **Approval of Board of Supervisors Minutes for June 28, 2022**
  
- Item 8**      **Board Appointments**

**PUBLIC INPUT & COMMENTS**

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# Jasper County Facade Improvement Program

# Program Background

- \$50,000 program
- Program approved by the JEDCO Board in July 2021
- Funded by the Board of Supervisors for FY22

# Program Goals

- Increase the taxable value of downtown properties
- Community beautification through investment in vacant properties
- Help establish new businesses

# Project 1—Completed

- Salon Essence  
101 S. Monroe Street, Monroe

# Salon Essence



Before



After

# Project 1—Completed

- Salon Essence  
101 S. Monroe Street, Monroe
- JEDCO award = \$6,117
- Total investment = \$18,351



# Project 2—Underway

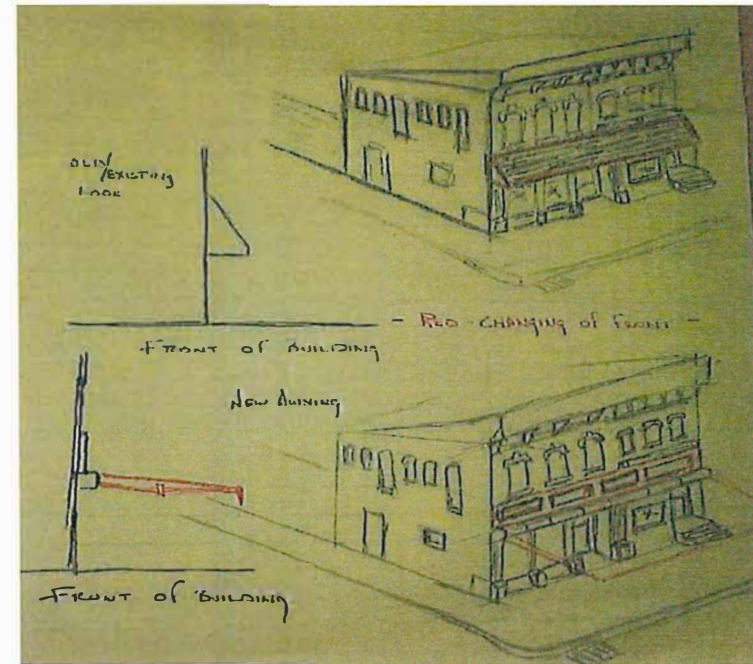
- Coffee and Carnations  
101 E. Jefferson St, Prairie City



# Coffee and Carnations



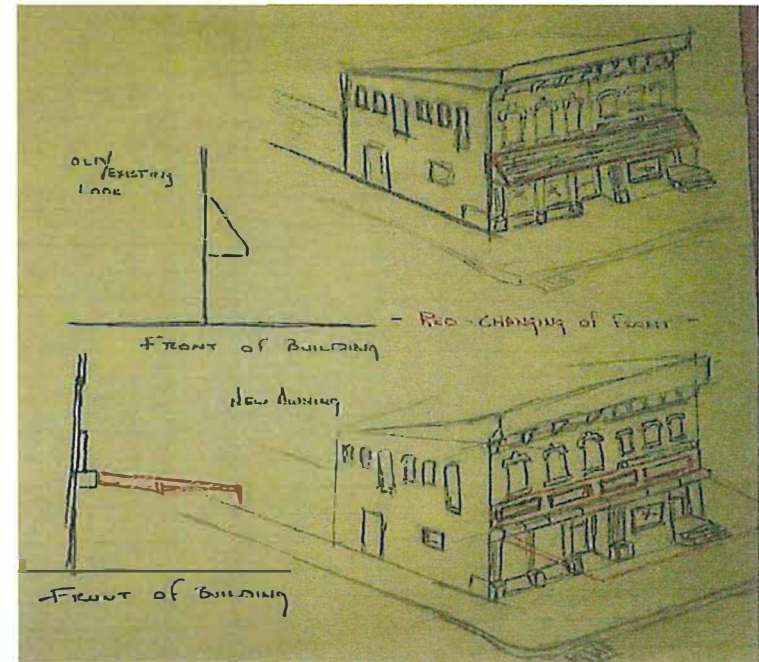
Before



Rendering of what it will look like after

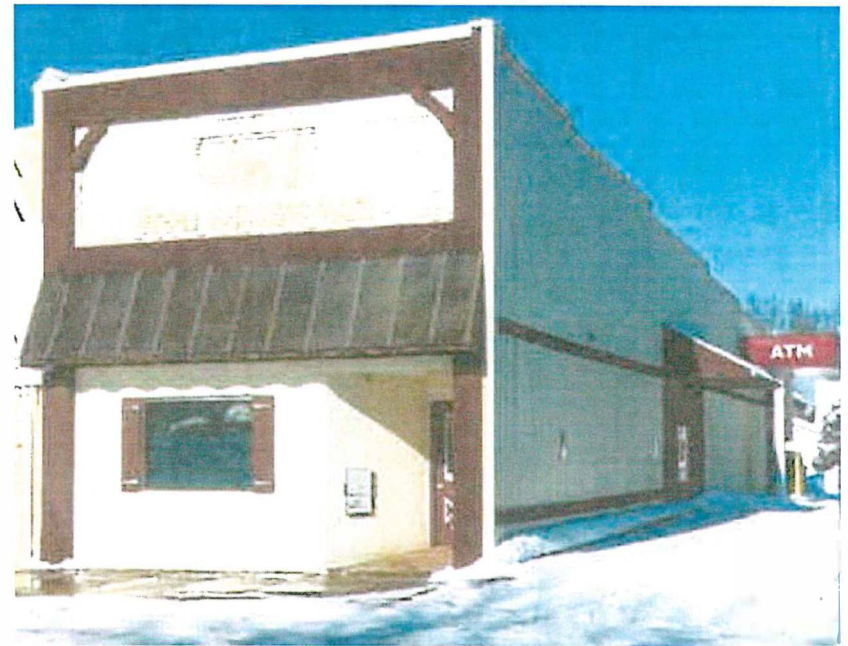
## Project 2—Underway

- Coffee and Carnations  
101 E. Jefferson St, Prairie City
- JEDCO award = \$8,473
- Total investment = \$25,419



## Project 3—Underway

- Fore Sim golf simulator  
108 E. Washington St, Monroe



## Project 3—Underway

- **Fore Sim golf simulator**  
108 E. Washington St, Monroe
- JEDCO award = \$7,360
- Total investment = \$22,080

# Program Activity to Date

- Total budget = \$50,000
- Grant funds obligated = \$21,950

# Program Investment to Date

- Total City funds leveraged = \$21,950
- Total private funds leveraged: = \$21,950

Questions?  
Comments?

"Restoration of County Records on Your Premises"

# County Binders, Inc.

P.O. Box 42  
Waukee, Iowa 50263-0042  
Toll Free 1-800-772-2896  
Fax 1-515-987-2163  
Cell 1-515-556-4007

Date: 7-Jun-22

Office: Recorder  
City: Newton  
State: Iowa  
County: Jasper  
Phone: 1-641-792-5442  
Fax Phone:  
Email: [www.co.jasper.ia.us](http://www.co.jasper.ia.us)

Denise Allen

Estimate: xxxxx Invoice / Final Billing:

Additional items:	
Remove Scotch tapes	
Reseal documents	
Specials:	

Titles	Book ID	Jacket 12 oz / 18 oz	Recase	Unit Cost	quantity	Total Cost	New Binder	A/Z TABS
1-each S-113 Starter				\$1,179.00	1	\$1,179.00		
5-each S-113 Annex				\$1,119.00	5	\$5,595.00		
1-Pair of Finished End Panels				\$329.00	1	\$329.00		
Credit 12 Roller Shelf Removal				-\$36.00	12	-\$432.00		
1-Standing Desk Unit - 13 FDF 3-48				\$5,485.00	1	\$5,485.00		
Freight						\$487.00		
<b>Total</b>						<b>\$12,643.00</b>		

(Freight is calculated at today's prices. This price could change and will be reflected at the time of delivery)

County Binders, Inc. will meet the truck at the Courthouse and inspect the units for damage.

County Binders Inc. will help to place the units inside the door on the first floor.

Delivery Date: Subject to approval **TOTAL** See Above

Special Notations: \_\_\_\_\_

Signature: \_\_\_\_\_ **ESTIMATE VALID FOR: 30 Days**

Billing invoice reference number: xxxxxxx

"Over 25 Years of Excellence"  
Jim Mori

Attest: \_\_\_\_\_







**JASPER COUNTY ENGINEER'S OFFICE**

910 N 11<sup>th</sup> Ave E  
Newton, Iowa 50208

(641) 792-5862  
FAX – (641) 791-7740



Michael J. Frietsch, P.E, FMP  
County Engineer  
[mfrietsch@jasperia.org](mailto:mfrietsch@jasperia.org)

June 27, 2022

To: Jasper County Supervisors

From: Michael J. Frietsch, P.E., FMP  
County Engineer

Re: F-48 W HMA Resurfacing Design Proposals

Dear Supervisors,

Given our release from the letting moratorium, and the backlog of design work resulting from that moratorium, coupled with the shortage of engineering staff, design proposals for the F-48 W HMA Resurfacing project were requested. The F-48 W design scope generally includes:

- Milling out and replacing the top layer of asphalt
- Assessment of the storm sewer system along the curb and gutter (urban section) of F-48 in Lamb's Grove. Work involves visual inspection of the inlet and manhole structures and televising the storm sewer pipes associated with these structures.
- Incorporating safety improvements per 2019 Local Road Safety Plan and assistance in applying for Highway Safety Improvement Program (HSIP) grant funding.

Total length of the project will be approximately 5.8 miles. Also, maintenance staff will be taking pavement cores every quarter mile along the route to assist in the design process. Proposals were requested from McClure Engineering Company, Snyder & Associates, Clapsaddle-Garber Associates (CGA), JEO, and Calhoun-Burns and Associates (CBA).

Three (3) of these firms submitted proposals. The three were McClure, Snyder & Associates, and CGA. Each of these firms are qualified to complete the work and each had similar design approaches. Snyder & Associates submitted the more clear and concise design approach and included a detailed project schedule. Snyder & Associates also submitted the lowest cost proposal at \$63,700.

After consideration of the proposal submitted by Snyder & Associates, their familiarity with Jasper County, and our current design workload, the Jasper County Engineering Department recommends approving the proposal from Snyder & Associates at a lump sum price of \$63,700.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Frietsch". The signature is written in a cursive, slightly slanted style.

Michael J. Frietsch, P.E., FMP  
County Engineer



# ENGINEERING SERVICES AGREEMENT

This AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Jasper County Engineering Department, hereinafter called the CLIENT, and CLAPSADDLE-GARBER ASSOCIATES, INC., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the ENGINEER.

WHEREAS, the CLIENT desires the ENGINEER to proceed with civil engineering services necessary to accomplish the resurfacing of Jasper County Highway F-48 W for FY2024.

WHEREAS, the CLIENT requires professional engineering services for the project described as the Highway F-48 W Resurfacing project. The work shall hereinafter be called the PROJECT.

1. THE ENGINEER AGREES TO perform the following engineering services for the Project.

- a. GENERAL: The Engineer has reviewed the site of the project and the engineering services involved, and the Engineer shall serve as the Client's professional representative in the services required for the Project, and shall give consultation and advice to the Client during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement. The Engineer hereby agrees to defend and hold the Client harmless and indemnify Client from any and all such claims.

- b. SCOPE OF SERVICES: The Engineer shall perform those tasks described in the Attachment B – Scope of Services.

- c. ADDITIONAL SPECIAL SERVICES: When requested in writing by the Client, the Engineer shall furnish or obtain from others, additional special services not described in the scope of services included in this agreement. The scope of the additional special services and the related cost shall be negotiated as the need arises.

(1) Revision of Approved Plans: When requested, the Engineer shall revise plans and/or specifications, contract documents, etc. when such changes or revisions are not occasioned by fault of the Engineer and such original documents, plans, specifications, etc. have been prepared in accordance with the Client's approval, acceptance or instructions.

(2) Readvertising for Bidders: The service required when the Client re-advertises for construction bidders not occasioned by fault of the Engineer shall be extra services.

(3) Extra Construction Engineering: Such services occasioned through no fault of the Engineer such as caused by Contractor's default for any reason, damage to the construction caused by an Act of God, and construction supervision over an extended period beyond the completion date shall be considered extra services.

(4) Inspection After Final Acceptance: Such services requested after the Client has accepted the Engineer's Statement of Completion shall be considered extra services.

(5) Special Consultants: The services of other professional fields such as lawyers, accountants, archaeologists, ornithologists, rate experts, and such similar types of professional skills are not normal to providing engineering services and are considered extra services.

(6) Litigation: Engineering services for court testimony, should the Client require the Engineer to appear as an expert witness, plus preparation time, are extra services.

f. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: The following schedule is anticipated:

Construction is programmed for Fiscal Year 2024.

The Engineer acknowledges the importance to the Client of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Client understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

2. THE CLIENT AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- a. ACCESS TO THE WORK: The Client shall guarantee access to and make all provisions for the Engineer to enter upon public lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property Clients for permission of entry to private lands.
- b. CONSIDERATION OF THE ENGINEER'S WORK: The Client shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- c. LEGAL REQUIREMENTS: The Client shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. THE CLIENT'S PAYMENTS TO THE ENGINEER:

- a. PAYMENTS FOR BASIC SERVICES: The Client shall pay the Engineer a fee in accordance with the following:

On an hourly rate basis in accordance with Attachment C- Hourly Rate Schedule. The total fee shall not exceed **\$97,900** for the Scope of Services described in Attachment B. Reimbursable expenses such as permit fees and publication fees are not included in the above fee.

- b. ABANDONED OR SUSPENDED WORK: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Client of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- c. PAYMENTS FOR ADDITIONAL SPECIAL SERVICES: For additional services defined in 1.c., the Client shall pay the Engineer a negotiated amount based on the scope of additional services, and said payments

will be due and payable from monthly billings should they be required for the project.

4. THE CLIENT AND ENGINEER FURTHER AGREE to the Standard Terms and Conditions contained in Attachment A.
5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Client and the Engineer respectively and his partners, successors, assigns, and legal representatives. Neither the Client nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
6. ATTACHMENTS: The following attachments are included as part of this Agreement.
  - Attachment A – Standard Terms and Conditions
  - Attachment B – Scope of Engineering Services
  - Attachment C – Hourly Rate Schedule
  - Attachment D – Project Limits

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**CLIENT:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER:**

Clapsaddle-Garber Associates, Inc.

By: *Shirley Stromberg-Musphy*

Title: Senior Project Manager

**ATTESTED BY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTESTED BY:**

By: *Matt Zuber*

Title: President & CEO

**ATTACHMENT A**  
**CLAPSADDLE-GARBER ASSOCIATES INC.**  
**STANDARD TERMS AND CONDITIONS**

**PARTIES**

"ENGINEER" shall mean Clapsaddle-Garber Associates, Inc.  
"CLIENT" shall mean the person or entity executing this Agreement with "ENGINEER."

**STANDARD OF CARE**

Services provided by ENGINEER 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 under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project.

**ENGINEER PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES.**

**RIGHT OF ENTRY**

The CLIENT shall provide for complete and continuous access to the Project site in order for ENGINEER to timely perform its services and shall provide for entry for the employees, agents and subcontractors of ENGINEER and for all necessary equipment. While ENGINEER shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

**PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with ENGINEER's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due ENGINEER shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that ENGINEER files or takes any action, or incurs any costs, for the collection of amounts due it from CLIENT, then ENGINEER shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

**TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by ENGINEER for the default of the CLIENT, then ENGINEER shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of ENGINEER and ENGINEER does not cure the default, then ENGINEER shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by ENGINEER in connection with the orderly termination of the Agreement or services, including, but not limited to, demobilization, reassignment of personnel, termination of subcontractors, subconsultants and other agents whose services were retained for the Project, associated overhead costs, lost profits, and all other expenses directly resulting from the termination.

**INFORMATION PROVIDED BY OTHERS**

ENGINEER shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to ENGINEER such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors. CLIENT hereby warrants the accuracy and completeness of the information provided by CLIENT to ENGINEER, and ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for ENGINEER to assure the accuracy, completeness and sufficiency of such CLIENT-furnished information, either because it is provided by others, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER Group harmless from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever (including, without limitation, damages to property, injuries or death to persons, fines, penalties) arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

**UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by ENGINEER or its subcontractors. ENGINEER will use the standard of care defined in this Agreement in providing this service. The information that ENGINEER must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group for any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expense or damages of any nature whatsoever arising out of the location of underground utilities provided or any information related to underground utilities provided to or by ENGINEER under this Agreement.

**CONTRACTOR MATTERS**

CLIENT agrees that ENGINEER shall not be responsible for the acts or omissions of the contractor or contractors, and their respective affiliated companies, officers, directors, equityholders, employees, agents, subcontractors, suppliers, or other persons or entities responsible for performing work on the Project (collectively, the "Contractor Group") that is not in conformance with the construction Contract Documents, if any, prepared by ENGINEER under this Agreement. ENGINEER shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the Contractor Group. In addition, CLIENT agrees that ENGINEER is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

The ENGINEER shall not supervise, direct or have control over the Contractor's work, not have any responsibility for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.



**CLAPSADDLE-GARBER ASSOCIATES INC.**  
**STANDARD TERMS AND CONDITIONS**

**JOBSITE SAFETY**

Neither the professional activities of the ENGINEER/Surveyor, nor the presence of the ENGINEER's/Surveyor'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, sequences, 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. The ENGINEER's/Surveyor's 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 Owner agrees that the General Contractor is solely responsible for jobsite safety.

**SHOP DRAWING REVIEW**

If, as part of this Agreement ENGINEER reviews and approves contractor submittals, such as shop drawings, product data, samples and other data, as required by ENGINEER, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. ENGINEER's review shall be conducted with reasonable promptness while allowing sufficient time in ENGINEER's judgment to permit adequate review. Review of a specific item shall not indicate that Engineer has reviewed the entire assembly of which the item is a component. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**OPINIONS OF PROBABLE COST**

If, as part of this Agreement ENGINEER is providing opinions of probable construction cost, the CLIENT understands that ENGINEER has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that ENGINEER's opinions of probable construction costs are to be made on the basis of ENGINEER's qualifications and experience. ENGINEER makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**CONSTRUCTION OBSERVATION**

If, as part of this Agreement ENGINEER is providing construction observation services, ENGINEER shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained ENGINEER to make detailed inspections or to provide exhaustive or continuous project review and observation services. ENGINEER does not guarantee the performance of, and CLIENT hereby agrees that ENGINEER shall have no responsibility for, the acts or omissions of the Contractor Group or any other person or entity furnishing materials or performing any work on the Project (other than ENGINEER and its subconsultants). ENGINEER shall advise the CLIENT if ENGINEER observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

**OTHER SERVICES**

The CLIENT may direct ENGINEER to provide other services including, but not limited to, any additional services identified in ENGINEER's proposal. If ENGINEER agrees to provide these services, then the schedule shall be reasonably adjusted to allow ENGINEER to provide these services. Compensation for such services shall be at ENGINEER's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

**OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

All drawings, reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by ENGINEER as instruments of service (the "ENGINEER Deliverables") shall remain the property of ENGINEER and ENGINEER shall retain title in the ENGINEER Deliverables. ENGINEER grants to CLIENT a limited non-exclusive license to use the ENGINEER Deliverables for the construction and operation of the Project (the "Specified Purpose"). All other uses of the ENGINEER Deliverables by CLIENT Group are prohibited, including, without limitation, reuse of the ENGINEER Deliverables, use of the ENGINEER Deliverables for the expansion or modification of the Project, or for use on other projects. Except in connection with a Specified Purpose and then only to those persons or entities necessary, CLIENT shall not disclose, market or distribute ENGINEER Deliverables to third parties. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold ENGINEER Group harmless from any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever arising out of, resulting from or in any way related to the use by CLIENT or any other person or entity of any ENGINEER Deliverable for any purpose other than the Specified Purpose.

**CERTIFICATE OF MERIT**

The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the ENGINEER unless the Owner shall have first provided the ENGINEER with a written certification executed by an independent ENGINEER/Surveyor licensed in Iowa to practice in the same discipline as the ENGINEER/Surveyor specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected of an ENGINEER/Surveyor performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the ENGINEER/Surveyor thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.

**DISPUTE RESOLUTION**

If a dispute arises between ENGINEER and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and ENGINEER agree to submit to non-binding mediation prior to the commencement of any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

**EXCUSABLE EVENTS**

ENGINEER shall not be responsible for any event or circumstance that is beyond the reasonable control of ENGINEER that has a

**CLAPSADDLE-GARBER ASSOCIATES INC.**  
**STANDARD TERMS AND CONDITIONS**

demonstrable and adverse effect on ENGINEER's ability to perform its obligations under this Agreement or ENGINEER's cost and expense of performing its obligations under this Agreement (an "Excusable Event"). When an Excusable Event occurs, the CLIENT agrees Engineer is not responsible for damages, nor shall ENGINEER be deemed to be in default of this Agreement, and ENGINEER shall be entitled to a change order to equitably adjust for ENGINEER's increased time and/or cost to perform its services due to the Excusable Event.

**LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES**

In recognition of the relative risks and benefits of the Project to both CLIENT and ENGINEER, the risks have been allocated such that CLIENT agrees, to the fullest extent of the law, to limit the liability of Engineer and its officers, directors, equityholders, employees, agents, subconsultants, and affiliated companies (collectively, the "ENGINEER Group") to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever resulting in any way related to the Project or Agreement from any cause or causes to an amount that shall not exceed the compensation received by ENGINEER under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend 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, contribution, expressed indemnity, implied contractual indemnity, equitable indemnity, tort and all other claims. Except for the limitation of liability above, the CLIENT waives any claim or cause of action against the ENGINEER Group arising from or in connection with the performance of services for the Project or this Agreement.

The ENGINEER Group shall not be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines and CLIENT hereby releases the ENGINEER Group from any such liability.

**INDEMNIFICATION**

Subject to the limitation of liability above, ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT 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 ENGINEER's negligent performance of service under this Agreement and that of its officers, directors, equityholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group against all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever to the extent caused by the acts or omissions of CLIENT and its affiliated companies, officers, directors, equityholders, employees, agents, contractors, subcontractors, engineers, designers, and consultants (other than ENGINEER) (collectively, the "CLIENT Group") in connection with this Project.

**ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights or delegate any 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. Any such assignment or delegation not in accordance with the terms of this Agreement shall be null and void.

**SEVERABILITY, SURVIVAL AND WAIVER**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and ENGINEER shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

**GOVERNING LAW; JURISDICTION AND VENUE**

This Agreement and all matters arising under or in connection with this Agreement shall be governed by, construed and interpreted pursuant to the laws in the state of the locale of ENGINEER's address written in this Agreement without regard to conflicts of law principles. In any suit relating to this Agreement, CLIENT and ENGINEER unconditionally and voluntarily consent to be subject to the exclusive jurisdiction of the state or federal courts sitting in Iowa and hereby waive any objections to venue lying therein. Each of the parties hereby consents to service of process anywhere in the world.

**EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of ENGINEER to provide equal employment opportunities for all. ENGINEER will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

**COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and ENGINEER and supersedes all prior or contemporaneous negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms. Any amendments, changes or alterations to this Agreement shall only be binding if reduced to writing and signed by both parties.

**SIGNATURES**

This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same agreement. Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement.

**NOTICES**

All formal notices requests, demands, and other communications required under this Agreement shall be in writing and shall be hand delivered to the party or mailed by overnight registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party set forth in this Agreement and to the attention of the respective person signing this Agreement on behalf of the party. The date of hand delivery or the date of mailing in accordance with the foregoing sentence shall be deemed to be the date of delivery of any such notice.

**Attachment B**  
**Scope of Engineering Services**  
For  
Highway F-48 W Resurfacing Project  
Jasper County, Iowa

The following tasks are to complete Preliminary Engineering (PE) on Jasper County Highway F-48 W from the Skunk River Bridge on the west to the Newton City Limits on the east for Jasper County (LPA) to be let through the Iowa Department of Transportation, (IDOT), letting process based upon the IDOT Critical Dates established by the Client. This project will be funded with a combination of Farm-to-Market, Federal Aid, and potentially HSIP funds.

**TASK 1: CONCEPT STATEMENT**

- 1.1 Prepare and submit form 517001 on behalf of the LPA to the IDOT Administering Bureau to include the following items:
  - a) Request an IDOT Project Number through the TPMS system
  - b) Transmittal letter describing any unique aspects of the project.
  - c) Completed Concept Statement.
    - i. The LPA shall provide target letting date.
  - d) Any known Design Exception documentation.
  - e) The LPA shall provide any as-built plan sets including typical sections of the corridor.
  - f) Complete Form 76005 "Determination of Effect for Threatened and Endangered Species for LPAs".
  - g) Provide Aerial Map with project limits and ROW/TCE (Temporary Construction Easement) needs.

**TASK 2: BASE MAPPING**

- 2.1 Record Documents
  - a) Collect as-built/record plans from the LPA in order to establish centerline stationing and horizontal/vertical alignment.
  - b) Collect ROW documentation.
- 2.2 LiDAR
  - a) Download LiDAR data within the project limits to supplement topographic survey data.
- 2.3 Topographic Survey
  - a) Collect Topographic Survey from the east edge of the bridge over Cherry Creek (IDOT Station 1384+00) to the west edge of the Newton city limits at Thomas Jefferson Drive (IDOT Station 1432+85) within the ROW to include:
    - i. Centerline, gutter line, and back of curb of existing pavement
    - ii. Driveways
    - iii. Mailboxes
    - iv. Signs

- v. Visible utilities to a Survey Quality Level C and flowlines on storm and sanitary sewers.
  - vi. Culverts
  - vii. Sidewalks
  - viii. Pedestrian Curb Ramps with a minimum of 20' in each direction.
  - ix. Trees
- 2.4 Storm Sewer Evaluation
- a) Examine all accessible storm intakes and manholes. Document condition with photographs and note condition of any boxout, cover, frame, bottom frame, chimney, cone, bench, channel, and steps. Recommend repairs and/or replacement.
  - b) Coordinate storm sewer televising (LPA shall perform or contract separately for this work). Examine videos and provide LPA of summary of recommended repairs and/or replacement.
- 2.5 Pavement Core Coordination
- a) Coordinate locations of pavement cores (LPA shall contract separately for this work).
- 2.6 Iowa One Call Design Locates
- a) Complete Iowa One Call Design Locate request.
  - b) Incorporate provided utility maps into base map to a Survey Quality Level D.
  - c) Convert design locate to an on-the-ground locate in areas where potential conflicts may exist with design. Collect topographic survey of markings and depict location on base map.
- 2.7 Base Map
- a) Draw topographic survey features in CAD and create existing tin surface from Station 1384+00 to Station 1432+85.
  - b) Obtain aerial photo for entire corridor to be used as background.
  - c) Supplement topo survey data with LiDAR from the Skunk River Bridge to Cherry Creek.
  - d) Depict ROW limits per Record Documents.
  - e) Depict utilities collected during the topographic survey and from Iowa One Call maps.
  - f) Show pavement core locations.

**TASK 3: PRELIMINARY PLANS**

- 3.1 Pavement Evaluation and Construction Method Review
- a) Examine cores and utilize information to present pavement resurfacing/restoration technique recommendations to LPA.
  - b) Identify areas of full depth patching.
  - c) Identify area of curb and gutter repair/replacement.
- 3.2 Preliminary Roadway design
- a) Determine horizontal centerline alignment and set stationing based on historical records.

- b) Review vertical profile in any section(s) of roadway identified as requiring drainage and/or safety improvements.
  - c) Establish pavement cross sections based upon historical records and pavement cores.
- 3.3 Pedestrian Ramp Design
- a) Examine existing pedestrian ramps for longitudinal slope, cross slope, width, elevation differences, detectable warnings, and adjacent/connecting facilities per current ADA requirements.
  - b) Identify ramps and connecting sidewalk facilities requiring modifications to meet current ADA requirements.
- 3.4 Storm Sewer reconstruction
- a) Identify storm sewer structures and piping that need repaired/replaced in order to prolong pavement life.
- 3.5 Preliminary Plans
- a) Assemble a preliminary set of plans to include the following sheets per the IDOT standards:
    - i. Title Sheet
    - ii. Typical Section Sheet(s)
    - iii. Plan and Profile Sheets(s) with profiles only in the urban section and where vertical profiles are determined to need improvement for drainage and safety.
    - iv. Pavement Marking Sheet(s)
    - v. Curb Ramp Sheet(s)
- 3.6 Utility Coordination
- a) Provide an electronic Preliminary Plan Set to utilities identified in the Iowa One Call Design Request Locate process for coordination purposes.
  - b) Coordinate any city utility modifications within the ROW with Lambs Grove city staff/representatives.
- 3.7 LPA Review Meetings
- a) Set and attend up to two (2) review meetings with the LPA to review findings/recommendations and the preliminary plan set.
- 3.8 IDOT Submittal
- a) Complete transmittal letter.
  - b) Complete Preliminary Plan Checklist.
  - c) Complete any Design Exception requests.
  - d) Submit packet to IDOT electronically per their requirements for review and comment.
  - e) Submit packet electronically to the LPA for their review and comment.

**TASK 4: CHECK PLANS**

- 4.1 Preliminary Plan Comments
- a) Incorporate LPA's comments on the preliminary plans into the final design.
  - b) Incorporate IDOT's comments on the preliminary plans into the final design.
- 4.2 Final Roadway design

- a) Finalize horizontal centerline alignment, stationing, vertical profile(s) as needed, and typical cross sections.
- 4.3 Final Storm Sewer design
- a) Finalize storm sewer repair/replacement details.
- 4.4 IDOT standards
- a) Identify IDOT Standard Road Plans, Tabulations, and Notations to be incorporated into the Construction Documents.
  - b) Review any modifications to IDOT standards with the LPA.
- 4.5 Bid Items, Descriptions, and Engineer's Opinion of Probable Costs
- a) Identify Bid Items per the IDOT standards and units of measure.
  - b) Calculate quantities of each bid item.
  - c) Provide descriptions of each bid item that includes specifications, incidental items, method of measurement, and basis of payment.
  - d) Estimate unit prices of each bid item.
  - e) Provide an Engineer's Estimate of Probable Costs summarizing each bid item, unit price, total estimated cost per item, and overall project costs.
- 4.6 Check Plans
- a) Complete a Check Plan Set to include the following sheets per the IDOT standards:
    - i. Title Sheet
    - ii. Typical Section Sheet(s)
    - iii. Quantities, Estimated References, General Notes, and Tabulation Sheet(s)
    - iv. Plan and Profile Sheet(s) with profiles only in the urban section and where vertical profiles are determined to need improvement for drainage and safety
    - v. Traffic Control Sheet(s)
    - vi. Accessibility Sheet(s)
- 4.7 Utility Coordination
- a) Provide an electronic Check Plan Set to utilities identified in the Iowa One Call Design Request Locate process for coordination purposes.
  - b) Provide an electronic Check Plan Set to Lambs Grove city staff/representatives for coordination purposes.
- 4.8 LPA Review Meetings
- a) Set and attend one (1) review meetings with the LPA to review the Check Plan Set and estimated costs with the LPA prior to submittal to the IDNR. Incorporate any comments into the final plan set.
- 4.9 IDOT Submittal
- a) Complete transmittal letter.
  - b) Complete Check/Final Plan Checklist.
  - c) Complete any Design Exception requests.
  - d) Submit packet to IDOT electronically per their requirements for review and comment.
  - e) Submit packet electronically to the LPA for their review and comment

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**TASK 5: FINAL PLANS**

5.1 Preliminary and Check Plan Comments

- a) Incorporate LPA's comments on the Check Plans into the Final Plan Set.
- b) Incorporate IDOT's comments on the Check Plans into the Final Plan Set.

5.2 Final Plans

- a) Assemble final plan set signed by a Licensed Professional Engineer in the State of Iowa.
- b) Acquire LPA's signature on Title Sheet.

5.3 Finalize Engineer's Opinion of Probable Construction Costs.

5.4 Project Development Certificate

- a) Complete Form 730002 "Project Development Certificate"

5.5 IDOT Submittal

- a) Complete transmittal letter.
- b) Submit packet to IDOT electronically per their requirements to begin the project letting process.
- c) Submit packet electronically to the LPA for their records
- d) Submit final plans to utilities identified in the Iowa One Call Design Request Locate process for their records.

Note, this scope does not include design of City utilities including, but not limited to, water main, sanitary sewer, and street lighting. These services are available for an additional fee.

## Attachment C



### Hourly Rate Schedule

Clapsaddle-Garber Associates, Inc.

The following hourly rates shall be effective through December 31, 2022.

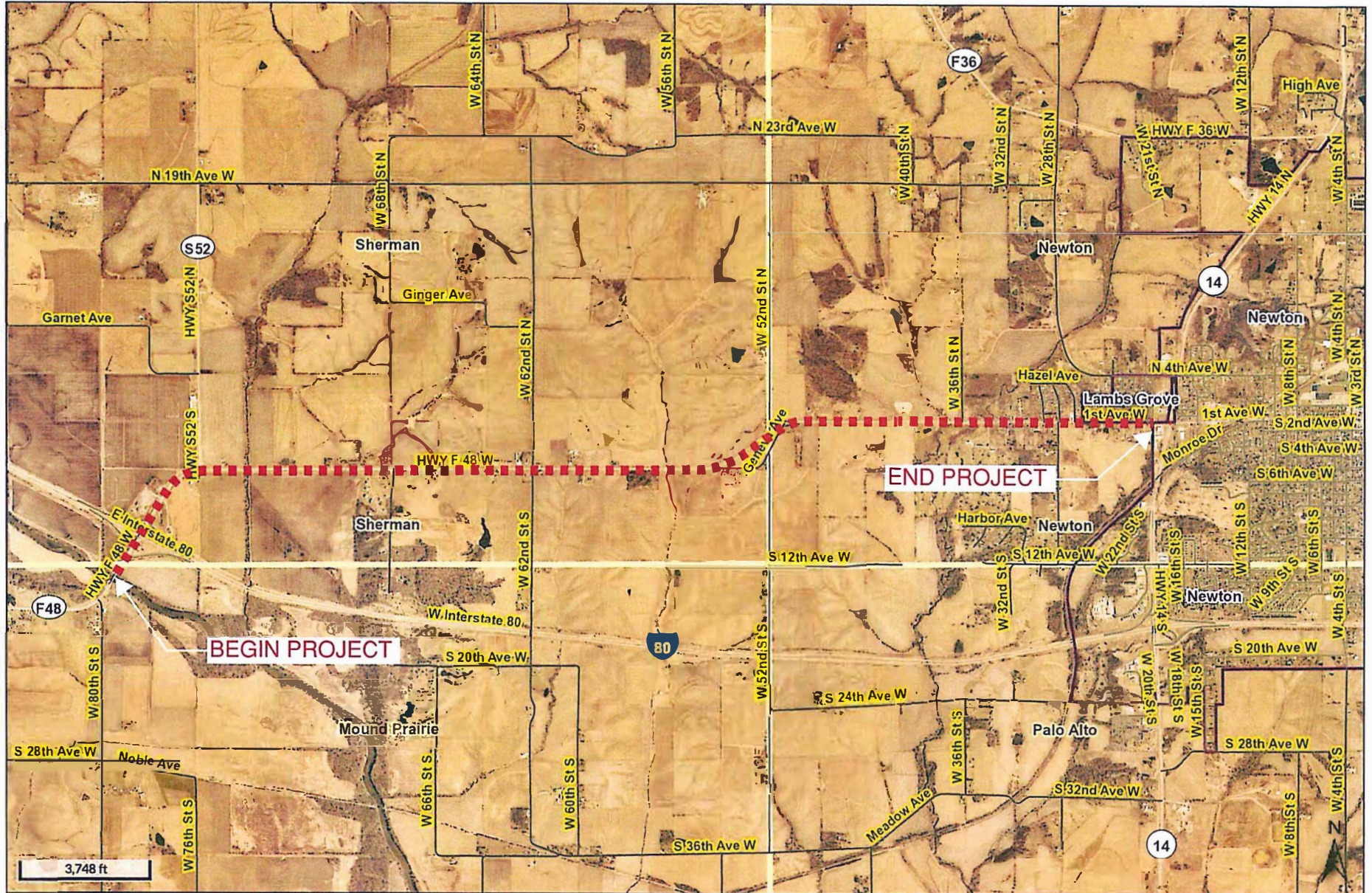
Sr. Project Manager	\$154	Sr. Professional Land Surveyor	\$126
Project Manager	\$133	Professional Land Surveyor	\$111
Associate Project Manager	\$122	Sr. Lead Surveyor	\$107
Sr. Project Engineer	\$117	Lead Surveyor	\$84
Project Engineer	\$112	Survey Tech	\$65
Sr. Design Engineer	\$102	Intern	\$55
Design Engineer II	\$97		
Design Engineer I	\$89	Survey Crew (One Person)	\$95
Landscape Architect	\$90	Survey Crew (Two Person)	\$144
Sr. Design Tech	\$90	Construction Project Manager	\$98
Design Tech	\$82	Sr. Construction Tech	\$77
Sr. CADD Tech	\$76	Construction Tech	\$67
CADD Tech	\$67	Lab Manager	\$79
Project Coordinator	\$95	Sr. Administrative Assistant	\$72
ROW Agent	\$89	Administrative Assistant	\$62
GIS Technician	\$76		
Partner	\$210		
Principal	\$170		

Expenses: In addition to the above hourly labor rates, expenses shall be reimbursed in accordance with the following. Vehicle mileage shall be reimbursed at \$0.65 per mile for automobiles/light truck and \$1.00 per mile for survey equipment vehicles. ATV's shall be reimbursed at \$55.00 per day. Total Station/GPS survey equipment shall be reimbursed at \$25.00 per hour. All other expenses incurred in connection with the services shall be reimbursed at the rate of the actual costs incurred.



# Attachment D

## Jasper County F-48 W Resurfacing Project



Project No.: 2022000918  
 Project Name: Jasper County F-48 W Resurfacing  
 Project Manager: Cody Forch, PE

## Agreement for Engineering Services

This Agreement, is made on the \_\_\_\_\_ day of June, 2022, by and between *McClure Engineering Company, of Clive, Iowa*, (herein referred to as "ENGINEER") and *Jasper County, Iowa* (hereinafter referred to as "OWNER"). The ENGINEER will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'A'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

### Jasper County F-48 W Resurfacing South Skunk River to Thomas Jefferson Drive

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

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

7. The amount of the ENGINEER's compensation is \$68,100.00. The contract type is Cumulative Unit/Fee.

	Included	Not Included
Exhibit 'A' Scope and Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B' Estimate of Hours and Cost, 2022 Billing Rates, Sub-consultant scope and fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'C' OWNERS's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OWNER: Jasper County, Iowa

ENGINEER: McClure Engineering Company

By: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Team Leader

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**McCLURE ENGINEERING COMPANY**  
**CONSULTANT STANDARD TERMS AND CONDITIONS**  
(Effective 1/1/2022 through 12/31/2022)

- 1.0 **ACCESS TO SITE:** The Consultant shall at all times have access to the Project site.
- 2.0 **INFORMATION PROVIDED BY OTHERS:** The Consultant shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Consultant does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Consultant harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Consultant.
- 3.0 **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and Consultant shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 3.1 Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Consultant grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and (4) such limited license to Owner shall not create any rights in third parties.
- 3.2 If Consultant at Owner's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Consultant at an amount agreed upon by Owner and Consultant.
- 4.0 **UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the Owner, third parties, and/or research performed by the Consultant or its subcontractors, the Owner agrees to indemnify and hold harmless the Consultant for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Consultant under this Agreement.
- 4.1 The Owner may choose to contract separately to have extensive investigations and research conducted if the Owner feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 **SUBSURFACE CONDITIONS:** The Consultant may advise the Owner to conduct soil and/or subsurface testing and analysis to provide information to the Owner, Consultant, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1 The Consultant cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the Consultant shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 **HAZARDOUS MATERIALS – INDEMNIFICATION:** The Consultant is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Consultant makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 **OPINIONS OF PROBABLE COST:** Consultant's opinions (if any) of probable construction costs are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent, third-party cost estimate.
- 8.0 **PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the Owner to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the Consultant is retained to help apply and/or secure funding from internal or external funding agencies, the Consultant shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the Consultant will successfully secure funds.
- 8.1 If the Owner secures outside funding from any such programs, while the Consultant may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the Consultant shall not be responsible for the Owner's obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the Owner.
- 9.0 **ADDITIONAL SERVICES:** It is not unusual for the Owner to request the Consultant to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the Consultant contract was signed. The Owner recognizes the Consultant shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The Consultant may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 **BETTERMENT:** If the Consultant failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the Consultant's original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the Consultant shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1 In no event shall the Consultant be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the Owner's project if the component should have originally been included in the construction drawings and/or specifications.

- 11.0 SHOP DRAWING REVIEW:** If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- 12.0 CONSTRUCTION OBSERVATION:** If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.
- 12.1** **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.
- 12.2** **Consultant** shall not be responsible for the acts or omissions of any contractor
- 12.3** **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.
- 12.4** **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its consultants.
- 12.5** Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.
- 13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.
- 14.0 MEDIA REPRESENTATIONS:** The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.
- 15.0 TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.
- 15.1** Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.
- 15.2** In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.
- 16.0 DISPUTE RESOLUTION:** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.
- 17.0 LIMITATION OF LIABILITY:** The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.
- 18.0 STANDARD OF CARE:** In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- 19.0 PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.
- 20.0 LIEN RIGHTS:** **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.
- 21.0 WAIVERS:** The **Owner** and the **Consultant** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, consultants and agents.
- 22.0 ASSIGNMENT:** The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.
- 23.0 GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.
- 24.0 COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. 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 **Consultant**.

Exhibit A: Scope and Schedule  
Jasper County F-48 W Resurfacing  
South Skunk River to Thomas Jefferson Drive

I) PROJECT DESCRIPTION

- A) This scope of services is for the topographic survey and design of the Jasper County F-48 W HMA Resurfacing from the South Skunk River bridge to Thomas Jefferson Drive, approximately 5.8 miles.
- B) From Cherry Creek to Thomas Jefferson Drive the anticipated rehabilitation method will be "mill and fill". The existing storm sewer intake structures may be adjusted or replaced to accommodate the roadway improvements. Existing storm sewer crossing Highway F-48 W will be televised to ensure the integrity of the pipe is adequate.
- C) Sidewalk is present along the north side of Highway F-48 W from Walnut Drive to Thomas Jefferson Drive. Accessibility requirements may dictate curb ramp improvements at intersecting roads.
- D) The OWNER will perform existing pavement cores and provide information of finding to ENGINEER at the Preliminary Design phase.
- E) The project will be funded through a combination of Farm-to-Market, Federal Aid, and HSIP funds.

II) BASIC SERVICES

A) Phase 100 – Preliminary Planning and Reports

- 1) The ENGINEER will prepare the Concept Statement (Iowa DOT Form 517001) to indicate the design intent of the project to begin the necessary environmental reviews, studies, and documentation to satisfy the requirements of the National Environmental Protection Act (NEPA). The Concept Statement documents will be submitted through the TPMS system to be reviewed by the Iowa DOT Local Systems Bureau. These documents will include the following:
  - (a) Transmittal letter, memo, or email with additional information not explained on the Concept Statement form.
  - (b) Completed Concept Statement (Form 517001).
  - (c) If necessary, any design exception documentation required for the project.
  - (d) Determination of Effect for Threatened and Endangered Species (Form 760005) and supporting documentation.
  - (e) Aerial map indicating project limits, right-of-way, and/or temporary construction easements needed, as necessary for Cultural Resources review by the State Historic Preservation Officer (SHPO).

B) Phase 200 – Existing Conditions

- 1) The ENGINEER will perform utility televising services for the existing storm sewer crossing Highway F-48 W. This task item includes the following:
  - (a) Mobilization and video of the sewer.
  - (b) Video will include up to 350 linear feet. Additional video beyond 350 linear feet shall be approved by the OWNER and paid for via agreement amendment.
  - (c) A written report and video of the findings will be delivered to the OWNER.

C) Phase 300 – Funding

- 1) Not Included.

D) Phase 400 – Preliminary Design

- 1) The ENGINEER shall perform preliminary design work necessary to further define the project scope and order of magnitude costs for the project.
- 2) Task 401 – Preliminary Design
  - (a) Preliminary Roadway Geometrics
    - (i) The ENGINEER will develop roadway geometrics for the PROJECT based upon the approved design criteria.
    - (ii) Review impacts of improvements on entrances and intersecting roads. The ENGINEER will consider fillets (both full thickness and wedge shaped) and/or replacement.

- (iii) The ENGINEER will review the existing sidewalk curb ramps at Thomas Jefferson Drive, Emerson Hough Drive, Pioneer Drive, and Walnut Drive. If current accessibility requirements are not met, the ENGINEER will make provisions for replacement.
  - (b) Preliminary Horizontal Alignment
    - (i) The ENGINEER will develop a horizontal alignment along the corridor.
  - (c) Preliminary Construction Staging and Traffic Control
    - (i) The ENGINEER will develop a preliminary construction staging plan and preliminary traffic control notes. The plan will include property access during construction for the residential properties along the corridor.
  - (d) Preliminary Utility Improvements
    - (i) The ENGINEER will review utility televising reports to identify areas, if any, of storm sewer replacement under Highway F-48 W. Areas requiring replacement will be based on separated pipe joints, or deteriorated condition.
    - (ii) The ENGINEER will assess impacts of proposed roadway improvements on existing storm sewer intakes. If intake throat is compromised, or structure condition is deteriorated, intake replacements or adjustments will be planned.
  - (e) Order of Magnitude Opinion of Probable Construction Costs
    - (i) The ENGINEER will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for the project.
  - (f) Furnish 50% Documents
    - (i) The ENGINEER will submit and distribute a preliminary plan set to the OWNER for review and comment.
    - (ii) The ENGINEER will prepare preliminary plan documents as required by the Iowa DOT Local Systems Bureau as described in IM 3.400, including:
      - (a) A full set of preliminary plans including, but not limited to, the following:
        - 1. Title sheet (A-sheets)
        - 2. Typical section(s) (B-sheets)
        - 3. Plan and profile (D-sheets)
        - 4. Survey control and alignments (G-sheets)
        - 5. Detour route and preliminary staging plan (J-sheets)
      - (b) A completed Preliminary Plan Checklist (Attachment B to IM 3.400)
      - (c) Design exception documentation, as necessary.
  - (g) Quality Control for 50% Design
    - (i) The ENGINEER will provide quality control for technical accuracy and general constructability for the preliminary project submittal.
    - (ii) The ENGINEER shall review all comments received from the OWNER from the 50% design submittal review and incorporate applicable comments into plans, specifications, and Engineer's Opinion of Probable Construction Costs.
- B) Phase 500 – Final Design and Plans
- 1) Upon receipt of preliminary plan review comments from the OWNER, the ENGINEER shall proceed with final design, contract documents, specifications, and opinion of probable construction costs for the award of a single contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans.
  - 2) Task 501 – Final Design
    - (a) Order of Magnitude Opinion of Probable Construction Costs
      - (i) The ENGINEER will prepare one (1) Check Plan Opinion of Probable Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% construction contingency for the project.
    - (b) Furnish 95% Documents
      - (i) The ENGINEER will submit and distribute a 95% (Check) plan set and bidding document to the OWNER for review and comment.
      - (ii) The ENGINEER will prepare the check and final plan documents as required by the Iowa DOT Local Systems Bureau as described in IM 3.700. The check plan submittal documents will include:

- (a) Transmittal letter, memo or email including the project number, location, and proposed letting date; specific contract requirements; required permitting by the USACE and Iowa DNR (as necessary); development or supplemental specifications; and if the project will include any specific bidding requirements.
  - (b) A set of check plans that will include further developed sheets from previous submittals and include the following additional sheets:
    - 1. Bid item quantities, estimate reference, and tabulation sheets (C-sheets)
    - 2. Storm sewer sheets (M-sheets)
    - 3. Erosion and sediment control sheets (R-sheets)
    - 4. Sidewalk sheets (S-sheets)
    - 5. Special detail sheets (U-sheets)
  - (c) Detailed opinion of probable costs.
  - (d) A completed Check and Final Plan Checklist (Attachment B to IM 3.700)
  - (e) Special provisions, design exceptions, and/or public interest findings, if applicable.
- (c) Quality Control Final Design
- (i) The ENGINEER will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
  - (ii) The ENGINEER shall review all comments received from the OWNER from the 95% design submittal review and incorporate applicable comments into plans, specifications, and Engineer's Opinion of Probable Construction Costs.
- (d) Project Permitting
- (i) It is anticipated that there will be no permits required for this project and are not included as part of the project scope.
- (e) Final Plans:
- 1. The ENGINEER will submit the final plan and project development certification package also described in IM 3.700. The final plan submittal documents will include:
    - a. Transmittal letter, memo or email including the project number, location, and proposed letting date; identification of any changes to the check plan submittal package including any changes to bid items and estimate reference information.
    - b. A complete set of final plans.
    - c. An updated opinion of probable costs.
    - d. Updated Special Provisions and/or Public Interest Findings, if applicable.
    - e. Copies of all required permits as required by regulatory agencies.
    - f. A completed Project Development Certification (PDC) (Form 730002).
  - (i) Order of Magnitude Opinion of Probable Construction Costs
    - 1. The ENGINEER will prepare one (1) Final Plan Opinion of Probable Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% construction contingency for the project. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The ENGINEER has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.
- B) Phase 590 – Land Acquisition
- 1) Not Included.
- C) Phase 600 – Construction Administration
- 1) Not Included.
- D) Phase 650 – Onsite Project Representative
- 1) Not Included.
- E) Phase 700 – Survey Services
- 1) Task 730 – Topographic Survey
    - (a) Project Control
      - (i) Horizontal Control – Iowa Regional Coordinate System (Zone 9: Newton)

- (ii) Vertical Control – NAVD 88
- (iii) U.S. Survey Feet
- (iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of the proposed PROJECT.

(b) The ENGINEER will provide topographic survey required for developing the design and plans for the HMA resurfacing of County Highway F-48 W.

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

(d) Project Base Map

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

F) Phase 800 – Project Closeout

- 1) Not Included.

G) Phase 850 - Project Management and Coordination

1) Project Management:

- (a) The project manager of the ENGINEER will be responsible for coordination with the OWNER.
- (b) The ENGINEER will provide up to six (6) monthly progress reporting and project invoices to the OWNER.
- (c) The ENGINEER will conduct internal design review meetings.
- (d) The ENGINEER will develop and maintain PROJECT schedule.

2) Design Development Meetings

- (a) The ENGINEER will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.
- (b) The ENGINEER will develop agenda, attend, and provide meeting minutes of one (1) preliminary design meeting to review preliminary plan design comments received by the OWNER, one (1) final design meeting to review check plan design comments received by the OWNER, and one (1) additional meeting included for miscellaneous purposes.

3) Utility Coordination

- (a) The ENGINEER shall perform a total of one (1) joint utility coordination meeting with utility company representatives upon the conclusion of preliminary design. This meeting is to identify conflicts, review utility relocation plans prepared by utility companies, and help facilitate a schedule with the OWNER and utility companies to perform relocations. The ENGINEER will prepare an agenda, document discussions and decisions, and provide meeting minutes.

H) Phase 900 Additional Services

- 1) Not Included.

II) ADDITIONAL SERVICES

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

III) FEES:

The fees for Engineering Services shall be described below:

A) Basic Services:

1) Phase 100 – Preliminary Planning and Reports	\$ 900.00
2) Phase 200 – Existing Conditions	\$ 2,000.00
3) Phase 300 – Funding	\$ 0.00
4) Phase 400 – Preliminary Design and Plans	\$ 15,800.00
5) Phase 500 – Final Design and Plans	\$ 20,200.00



6) Phase 590 – Land Acquisition	\$	0.00
7) Phase 600 – Construction Administration	\$	0.00
8) Phase 650 – Onsite Project Representative	\$	0.00
9) Phase 700 – Survey Services	\$	22,000.00
10) Phase 800 – Project Closeout	\$	0.00
11) Phase 850 – Project Management and Coordination	\$	7,200.00
12) Phase 900 – Additional Services	\$	0.00
<hr/>		
Lump Sum Fee for Basic Services:	\$	68,100.00

IV) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

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

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

## Exhibit C: OWNER's Responsibilities

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

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

June 24, 2022

Mr. Michael J. Frietsch, P.E., FMP  
County Engineer  
Jasper County Engineer's Office  
910 N 11<sup>th</sup> Avenue E  
Newton, IA 50208

RE: PROPOSAL FOR COUNTY HIGHWAY F-48 RESURFACING FROM NEWTON CITY  
LIMITS TO THE SKUNK RIVER BRIDGE

Dear Michael,

Snyder & Associates, Inc. is excited for the opportunity to provide professional services to Jasper County Engineer's Office for the design and preparation of contract documents for resurfacing and associated local road safety improvements for County Highway F-48 from City of Newton city limits to the Skunk River Bridge. This submittal is based on our review of your email request for proposal, dated June 6, 2022 and subsequent email correspondence. We would like to highlight a couple key components on why our team would make the best fit for this project.

- Our team includes highly knowledgeable staff whom is familiar with resurfacing, shouldering, and side road safety improvement projects.
- We have extensive experience with Iowa DOT project development and bid letting processes and procedures.

We appreciate the opportunity to providing professional services for this important resurfacing project and look forward to your favorable consideration of our firm. If you have any questions or need additional information, please do not hesitate to call me.

## SCOPE OF SERVICES

It is understood that this project includes milling/scarification and HMA overlay of existing roadway surface along County Highway F-48 beginning at the west city limits of the City of Newton to the north/east bridge approach pavement at South Skunk River bridge. It is understood the milling and overlay will not raise existing surface elevations of the roadway. It is understood that Jasper County administered a Local Road Safety Plan along this project corridor and desires to implement the recommended improvements into this project. Based on the Local Road Safety Plan received from

Jasper County these improvements include: retroreflective edge line and centerline, paved shoulder with safety edge, edge line and centerline rumble strips, review of curve signage, and clear and grub along the shoulder/ditches. It is understood that the existing roadway from Cherry Creek bridge to near Thomas Jefferson Drive is currently an urban section with storm sewer intakes and underground routing. Jasper County Engineering desires to perform storm sewer condition evaluation of the piping system under F-48 and intakes along F-48. It is understood that this project will be funded by Farm to Market, Federal Aid, local sources, and potentially Highway Safety Improvement Program. It is anticipated that this project will be environmentally cleared through the Iowa DOT by Programmatic Categorical Exclusion. It is understood that the project will let through the Iowa DOT Contracts Bureau and will include one plan set and one bid letting.

Snyder & Associates, Inc. (Engineer) proposes the following services for this project:

***Task 1 –Data Collection***

Engineer will perform record drawing research through Iowa DOT’s online research portal. Engineer will further perform record drawing requests with City of Newton and Jasper County. It is anticipated that topographic survey will not be required for this project and all improvements will be performed using record drawings, stationing, mileposts, quantity tabulations, and typical sections with field verification review. Jasper County Assessor’s parcel boundary lines will be used for reference on the base map. No boundary survey will be performed for this project. If topographic survey or boundary survey is deemed necessary to complete design of the improvements, it shall be considered an additional service.

Engineer shall depict known utility mapping information based on record information, surface evidence, as-built drawings and utility company mapping information. No field locates are anticipated with this project. This service includes the use of Iowa One Call’s Design Information Request (DIR) System to identify known utilities that subscribe to Iowa One Call. Engineer shall perform field review of the corridor to identify surface features that may be impacted by the project. Utilities as depicted as a result of this activity will constitute a Quality Level “D” effort in accordance with ASCE 38 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Private utilities are the responsibility of the owner of such private utilities and shall not be identified as a part of this survey unless included as a separate item.

***Task 2 – Project Management and Administration***

Engineer will provide overall project management and control of the design contract for project personnel, planning, scheduling, and adjustments.

- Engineer will provide monthly progress reporting and billing statements for Jasper County review and approval.
- Engineer will attend up to two (2) meeting with Jasper County staff to review project progress, coordinate work, field questions, and resolve issues. Engineer will prepare meeting notes and distribute to attendees.
- Engineer will coordinate with City of Newton staff and Iowa DOT District 1 staff related to the project and specific design elements that may impact those jurisdictions/agencies. Virtual meetings will be held, as needed, to coordinate design efforts and plan development.
- Engineer will assist in preparing and submitting necessary permits for the project including Iowa DOT Perform Work Within State Highway ROW and NPDES Permit, if required. Jasper County shall pay all required permit fees through a pass-through task on invoicing.
- Engineer will assist Jasper County Engineering in preparation for the Highway Safety Improvement Program application, which is administered by the Iowa DOT.

### ***Task 3 – Roadway Design and Plan Preparation***

It is understood that the existing roadway surface does not change in elevation. Engineer will perform the following services to develop the Contract Documents.

- Collect and summarize the design standards that are applicable to the project. Iowa DOT Standard Specifications and Design Manual shall be used as guidance on development of the design criteria. Design parameters will be summarized and presented to Jasper County Engineer for review and approval prior to design.
- Engineer will make site visits as required to gain information regarding existing pavement conditions and possible locations for roadway pavement resurfacing techniques.
- Engineer will coordinate with Jasper County and utility companies on the project to discuss location of facilities and potential impacts as a result of the project.
- Engineer will utilize the data collection, base mapping, aerial imagery, and other information to prepare construction drawings. The construction drawings may include:
  - o Titlesheet showing the project location and other pertinent project information
  - o Typical section including: existing roadway typical section(s) with proposed pavement material dimensions and thicknesses, slopes, existing and proposed materials, subgrade preparation, clearing and grubbing limits, shoulder construction, foreslope / backslope grading, etc.
  - o General construction and project notes.
  - o Standard design details.

- Iowa DOT bid items, quantities, quantity tabulations, and estimate reference information
- Plan over plan sheet(s) showing aerial base mapping, alignment and stationing based on available record drawings and field measurements of roadway stationing stamps, existing ROW based on Jasper County Assessor GIS parcel lines. Anticipated information shown on plan sheets to be fixture adjustments, runout locations, beginning/ending/suspension of project limits, signage improvements, remarking of existing pavement marking locations and other pertinent information.
- General traffic control notes will be developed to include means of maintaining a single lane of traffic along Highway F-48 during construction utilizing flaggers and/or pilot cars. If detouring of traffic is deemed an acceptable alternative, a detour plan will be developed for review and approval by Jasper County.
- No pedestrian ramp design is anticipated with this project.
- No cross sections are anticipated with this project.
- Engineer will perform a field review of existing storm sewer infrastructure along F-48 from Cherry Creek bridge to Thomas Jefferson Drive. This task shall include above ground visual evaluation of the existing intakes along F-48, general intake condition assessment, storm sewer routing along F-48, and photo log of review. Engineer will utilize an outside contractor to perform storm sewer televising along F-48 within the limits noted above. It is anticipated that 10 storm sewer crossings will be televised and approximately 400 LF of televising will be needed. If linear storm sewer televising is needed or additional length of storm sewer televising is needed, it shall be considered an additional service and Engineer will prompt contact Jasper County Engineering. The televising will be recorded and will be sent to Jasper County Engineer for their records. Engineer will prepare a general summary of the existing storm sewer intake condition review with photos, televising results identifying areas of concern, photo log, and recommendations to address potential concern areas. It is anticipated that one (1) detail will be included in the plan set to repair intake tops to account for roadway resurfacing or poor existing intake top conditions. If directed by Jasper County Engineer to perform storm sewer pipe repair or replacement and develop into construction plans, it shall be considered an additional service.
- Engineer will perform a field review of existing curve signage for compliance with current MUTCD guidance. Engineer will prepare a general summary of the existing curve signage inventory to identify deficiencies that do not meet MUTCD guidance. Engineer will include updated curve signage into design and construction plans, if directed by Jasper County Engineer.

- Engineer will perform a field review of existing guardrail systems. Engineer will prepare a general summary of existing guardrail inventory to identify possible systems that do not meet current Iowa DOT standards. If directed by Jasper County Engineer to perform guardrail design and develop into construction plans, it shall be considered an additional service.
- Engineer will perform a field review of existing bridge approach pavement. Engineer will provide a general summary of existing bridge approach pavement conditions to identify possible repair or replacement needs. If directed by Jasper County Engineer to perform bridge approach design and develop into construction plans, it shall be considered an additional service.
- Engineer shall establish estimated quantities and provide an opinion of probable construction cost based on preliminary design plans and final design plans. Statements of probable construction costs established by the Engineer represents the best judgment as a design professional and understand that the Engineer has no control over cost of labor, materials, equipment, or the Contractor's method for determining bid prices.
- Project development shall follow Iowa DOT I.M. 3.010 for a bid letting of July 2023. This includes submittals for: Concept Statement and Preliminary Plans, Check Plans, Final Plans, and Contract Turn-Ins. These submittals will be sent to Jasper County Engineering and Iowa DOT for review and comment.

Engineer shall administer a quality control review by a Professional Engineer at least one (1) time during the project development process.

#### ***Task 4 – Bid Letting Assistance***

It is understood that the project will be let under one construction contract and one bid letting. It is understood that the bid letting will be through Iowa DOT Contracts Bureau. The Engineer will perform the following bid letting assistance services:

- Assist Jasper County Engineering and Iowa DOT in clarification of the plan design and issue addenda as required.
- Review the bid tabulation and issue a recommendation of aware for consideration by Jasper County.

#### **CHANGES IN SCOPE OF SERVICES**

Changes in Scope of Service may include, but not limited to, expanding the scope or limits of the project and work completed, requesting the development of various documents outside of those noted

in this agreement, or requesting additional work items that increases the engineer services and corresponding costs. Some services that may be included as Additional Services include, but is not limited to:

1. Subsurface utility engineering
2. Significant requested project revisions
3. Public utility (storm sewer, culvert, water, sanitary sewer) infrastructure design
4. Structural design
5. Topographic and boundary survey
6. Right of way easement platting, acquisitions, or negotiation services
7. Geotechnical investigation or reporting
8. Construction administration and observation services
9. Traffic or safety studies
10. Environmental investigations and reporting such as, hazardous material, cultural resources, historic architectural study, sensitive habitat, endangered species, noise studies, wetland and stream delineation and mitigation, flood plain or Section 404 permitting.

## **SCHEDULE**

Engineer is ready to begin the project following receipt of a notice to proceed. Based on an anticipated notice to proceed date we propose a schedule as follows:

Notice to Proceed received from Jasper County	August 1, 2022
Data collection and data research	August 1 – November 1, 2022
Submit HSIP Application	November 15, 2022
Submit Concept Statement and Preliminary Plans	January 17, 2023
Receive comments from Preliminary Plans	January 31, 2023
Submit Check Plans	March 7, 2023
Submit Final Plans and Project Development Certificate	April 18, 2023
Bid letting	July 18, 2023
Begin construction	Fall 2023 or Spring 2024



**COMPENSATION**

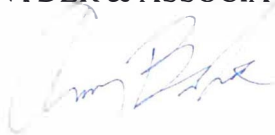
Snyder & Associates, Inc. proposes performing professional services as described herein on a lump sum basis as noted below. In the event the fees are anticipated to exceed the budgeted estimate due to a change in scope, Engineer will notify Jasper County Engineering immediately. The fees are broken down as follows:

Task 1 – Data Collection	\$ 3,200
Task 2 – Project Management and Administration	\$ 8,700
Task 3 – Roadway Design and Plan Preparation	\$ 37,600
Task 4 – Bid Letting Assistance	\$ 2,800
Outside Services (Sewer Televising, <b>Estimated Only</b> )	\$ 10,000
<u>Direct Expenses (Mileage and Printing)</u>	<u>\$ 1,400</u>
Total	\$ 63,700

We appreciate the opportunity to provide professional engineering services to Jasper County Engineering. Further, we trust the proposed scope of work is consistent with your expectations and are excited to work on this very important project for Jasper County Engineering. Should you have any questions or require additional information, please do not hesitate to call.

Respectfully,

SNYDER & ASSOCIATES, INC.



Andy G. Burke, P.E.  
Project Manager

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Brandon Talsma  
Jasper County Board Chairperson

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Dennis K Parrott – ~~Attest~~  
Jasper County Auditor

**JASPER COUNTY ENGINEER'S OFFICE**

910 N 11<sup>th</sup> Ave E  
Newton, Iowa 50208

(641) 792-5862  
FAX – (641) 791-7740



Michael J. Frietsch, P.E, FMP  
County Engineer  
[mfrietsch@jasperia.org](mailto:mfrietsch@jasperia.org)

June 29, 2022

To: Jasper County Supervisors

From: Michael J. Frietsch, P.E., FMP  
County Engineer

Re: Secondary Roads Maintenance Employees Summer Hours

Dear Supervisors,

Secondary Roads union maintenance employees have requested a switch to four (4) ten-hour days. Working four (4) ten-hour days through most of July and until September 5<sup>th</sup> would save the county about \$7,500 through reduced amount of mobilization and demobilization time for each employee each day. In addition, there would be additional savings due to reduced fuel usage associated with these mobilization and demobilization activities.

Given the historically low instances of Friday call ins for emergency situations, as attested to by both the shop foreman and maintenance superintendent, there is no need at this time to stagger shifts. The four (4) ten-hour days would occur Monday through Thursday. Further, any need to bring employees in on a Friday would be paid out by comp time. This is consistent practice with other county secondary roads departments.

Lastly, making this change in working hours for the last two months of this summer would allow for the evaluation of the effectiveness and productivity gains associated with four (4) ten-hour days. Based upon these observations I respectfully ask for the opportunity to determine the need for and practicality of four ten-hour workdays during the summer months in future years without board approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Frietsch". The signature is written in a cursive, flowing style.

Michael J. Frietsch, P.E., FMP  
County Engineer

Tuesday, June 28, 2022, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Carpenter, and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Carpenter and seconded by Cupples to approve the Agreement for Professional Engineering Services between Jasper County and Calhoun-Burns & Associates, Inc. in the amount not to exceed \$29,225 for the W. Main Street Bridge Replacement in Mingo, Iowa Project #FM-C050( )—55-50 FHWA NO.---

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter and seconded by Cupples to approve the 2022 Homestead Allowance Disallowance & Military Allowance Disallowance Recommendations.

YEA: CUPPLES, CARPENTER, YALSMA

Motion by Carpenter and seconded by Cupples to adopt Resolution 22-56 to make FY2022-2023 Appropriations in accordance with Iowa Code Section 331.434 (6).

YEA: CUPPLES, CARPENTER, YALSMA

A complete copy of the Resolution is on file in the Office of the Jasper County Auditor.

Motion by Cupples and seconded by Carpenter to approve a temporary liquor license for Baxter Fun Days Committee at 6253 N 95<sup>th</sup> Ave. W. on July 6 – July 10, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve a Cigarette/Tobacco/Nicotine/Vapor Permit for Exit 163, Inc.

YEA: CUPPLES, CARPENTER, YALSMA

Motion by Cupples and seconded by Carpenter to approve a Cigarette/Tobacco/Nicotine/Vapor Permit for the Izaak Walton League.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to adopt Resolution 22-57 a hiring resolution certifying the following to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Deputy Sheriff	Ben Bailey	\$27.11	Hire-in AFSCME Union Scale	07/11/2022

YEA: CARPENTER, CUPPLES, TALSMA

A complete copy of the Resolution is on file in the Office of the Jasper County Auditor.

Motion by Cupples and seconded by Carpenter to approve claims paid through June 28, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve Board of Supervisors minutes for June 21, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, June 28, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

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Dennis K. Parrott, Auditor

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Brandon Talsma, Chairman