



Vision

***THE CITY OF BETTENDORF IS THE MOST LIVABLE
COMMUNITY WITH RICH EDUCATIONAL, CULTURAL AND
RECREATIONAL OPPORTUNITIES WHERE WE ENJOY A
VIBRANT RIVERFRONT AND A GROWING, COMPETITIVE
BUSINESS ENVIRONMENT.***

WE TAKE PRIDE IN OUR GREAT COMMUNITY

The Vision Statement for the City of Bettendorf outlines what Bettendorf wants in the future. Our preferred future is defined in value-based principles that can guide policies, decisions and operations. The City of Bettendorf is a Premier City in which to live.

**BETTENDORF CITY COUNCIL
COMMITTEE OF THE WHOLE
COUNCIL CHAMBERS – CITY HALL**

MONDAY, NOVEMBER 2, 2020

5:00 P.M.

The Bettendorf City Council Committee of the Whole meeting will be open to the public. Additional and necessary measures will be taken to adhere to social distancing recommendations. Any members of the public who choose to attend the meeting are encouraged to wear a face mask. In an effort to practice social distancing and in support of CDC guidelines, the City of Bettendorf will broadcast this public meeting online at <http://www.bettendorf.org/live-meeting>

Constituents are encouraged to view the meeting online.

AGENDA

- I. INTRODUCTION OF NEW FIREFIGHTERS**
- II. PRESENTATION/ DISCUSSION**
 - I-74 Bridge Update – Kristina Kuehling, Communications/Outreach, I-74 River Bridge, Images, Inc. and George Ryan, P.E., I-74 Corridor Manager and Vice Present, Wood Environment and Infrastructure Solutions, Inc.
- III. OPERATIONAL ITEMS**
- IV. CONSENT AGENDA ITEMS**
- V. ITEMS ADDED BY MAYOR AND COUNCIL**

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND OTHER APPLICABLE FEDERAL AND STATE LAWS, ALL PUBLIC HEARINGS AND MEETINGS HELD OR SPONSORED BY THE CITY OF BETTENDORF, IOWA, WILL BE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. PERSONS REQUIRING AUXILIARY AIDS AND SERVICES SHOULD CONTACT BETTENDORF CITY HALL AT (563) 344-4000 FIVE (5) DAYS PRIOR TO THE HEARING OR MEETING TO INFORM OF THEIR ANTICIPATED ATTENDANCE. THE REQUIREMENT THAT AN ORDINANCE BE READ THREE TIMES BEFORE PASSAGE MAY BE WAIVED BY COUNCIL UPON AN AFFIRMATIVE VOTE OF SIX OF THE SEVEN COUNCIL MEMBERS. THE PUBLIC IS ADVISED TO TAKE NOTE OF THIS PROCESS AND BE PREPARED TO SPEAK EITHER FOR OR AGAINST ANY ORDINANCE AT THE TIME OF FIRST READING.

**CITY OF BETTENDORF CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL**

**TUESDAY, NOVEMBER 3, 2020
7:00 P.M.**

The Bettendorf City Council meeting will be open to the public. Additional and necessary measures will be taken to adhere to social distancing recommendations. Any members of the public who wish to be heard at the Public Requests of Council, or for any Public Hearing scheduled to appear, should attend the Council Meeting in person, or contact 563-344-4013 for specific questions or alternative participation. Any members of the public who choose to attend the meeting are encouraged to wear a face mask. In an effort to practice social distancing and in support of CDC guidelines, the City of Bettendorf will broadcast this public meeting online at <http://www.bettendorf.org/live-meeting>

Constituents who do not have a matter to address with City Council in person are encouraged to view the meeting online.

AGENDA

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION** – Given by Pastor Richard Pokora of All Saints Lutheran Church
- 4. PUBLIC REQUESTS OF COUNCIL**
- 5. PUBLIC HEARING**

Regarding the issuance not to exceed \$9,600,000 General Obligation Bonds of the City of Bettendorf, State of Iowa (for essential corporate purposes)

6. RESOLUTION

Council Member Naumann to present a resolution instituting proceedings to take additional action for the issuance of not to exceed \$9,600,000 General Obligation Bonds

7. RESOLUTION

Council Member Connors to present a resolution directing the advertisement for sale of \$8,725,000 General Obligation Bonds, Series 2020C, and approving electronic bidding procedures and Official Statement

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND OTHER APPLICABLE FEDERAL AND STATE LAWS, ALL PUBLIC HEARINGS AND MEETINGS HELD OR SPONSORED BY THE CITY OF BETTENDORF, IOWA WILL BE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. PERSONS REQUIRING AUXILIARY AIDS AND SERVICES SHOULD CONTACT BETTENDORF CITY HALL AT (563) 344-4000 FIVE (5) DAYS PRIOR TO THE HEARING OR MEETING TO INFORM OF THEIR ANTICIPATED ATTENDANCE. THE REQUIREMENT THAT AN ORDINANCE BE READ THREE TIMES BEFORE PASSAGE MAY BE WAIVED BY COUNCIL UPON AN AFFIRMATIVE VOTE OF SIX (6) OF THE SEVEN (7) COUNCIL MEMBERS. THE PUBLIC IS ADVISED TO TAKE NOTE OF THIS PROCESS AND BE PREPARED TO SPEAK EITHER FOR OR AGAINST ANY ORDINANCE AT THE TIME OF FIRST READING.

8. ORDINANCE

Council Member Webster to present the first reading of an ordinance amending Bettendorf City Code Section 6-1-322(B)(2), "Vehicles Entering Yield Intersection" by adding a yield intersection on Judge Road at Julie Ann Road

9. CONSENT AGENDA

10. ADJOURN

**CONSENT AGENDA
NOVEMBER 3, 2020**

**ALL ITEMS APPEARING BELOW ARE CONSIDERED ROUTINE BY THE CITY COUNCIL
AND SHALL BE ENACTED BY ONE MOTION. IF DISCUSSION IS DESIRED, THAT ITEM
SHALL BE REMOVED AND DISCUSSED SEPARATELY**

- A. Minutes from October 20, 2020. (Approve and Adopt)
- B. Resolution awarding the contract and approving the contract and bond for the Palmer Hills Golf Course Service Building Project. (Approve and Adopt)
- C. Resolution accepting improvements for the Middle Road Sidewalk Connection to Crow Creek Trail. (Approve and Adopt)
- D. Resolution approving a federal-aid agreement with the Iowa Department of Transportation for the Forest Grove Drive Phase III Project. (Approve and Adopt)
- E. Resolution approving a professional services agreement with HDR Engineering, Inc. for the Forest Grove Drive Phase III preliminary engineering. (Approve and Adopt)
- F. Resolution approving a contract extension for the TransLoc service agreement. (Approve and Adopt)
- G. Resolution authorizing the Public Works Director to issue a purchase order to 5R Enterprises, LLC for the purchase of a new concrete drill. (Approve and Adopt)
- H. Resolution approving the Civil Service List submitted for the Sanitation Worker position in the Public Works Department. (Approve and Adopt)
- I. Resolution appointing Ron Hahm to the City of Bettendorf's Family Museum Board. (Approve and Adopt)
- J. Resolution approving liquor license renewals for Harrington's Pub; Surestay Plus Hotel by Best Western; and Kwik Star #929 (Utica Ridge Rd location). (Approve and Adopt)
- K. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND OTHER APPLICABLE FEDERAL AND STATE LAWS, ALL PUBLIC HEARINGS AND MEETINGS HELD OR SPONSORED BY THE CITY OF BETTENDORF, IOWA WILL BE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. PERSONS REQUIRING AUXILIARY AIDS AND SERVICES SHOULD CONTACT BETTENDORF CITY HALL AT (563) 344-4000 FIVE (5) DAYS PRIOR TO THE HEARING OR MEETING TO INFORM OF THEIR ANTICIPATED ATTENDANCE. THE REQUIREMENT THAT AN ORDINANCE BE READ THREE TIMES BEFORE PASSAGE MAY BE WAIVED BY COUNCIL UPON AN AFFIRMATIVE VOTE OF SIX (6) OF THE SEVEN (7) COUNCIL MEMBERS. THE PUBLIC IS ADVISED TO TAKE NOTE OF THIS PROCESS AND BE PREPARED TO SPEAK EITHER FOR OR AGAINST ANY ORDINANCE AT THE TIME OF FIRST READING.



MEETING DATE: November 3, 2020

COUNCIL LETTER

REQUESTED BY: Schadt

ITEM TITLE: (Please use same title as it will appear on your resolution.)

- Public on the proposition of the issuance of not to exceed \$9,600,000 General Obligation Bonds of the City of Bettendorf, State of Iowa (for essential corporate purposes).
- Resolution instituting proceedings to take additional action for the issuance of not to exceed \$9,600,000 General Obligation Bonds
- Resolution directing the advertisement for sale and approving electronic bidding procedures and Official Statement

Explanation and Background:

In accordance with the adopted five year CIP plan for FY 20/21 and FY 21/22 and staff's recommendations, the City plans to issue the following bond issues:

\$8,725,000 Tax Exempt General Obligation Bonds, Series 2020C: The Series 2020C bonds will be general obligations of the City for essential corporate purposes, backed by the City's authority to levy taxes, and not to exceed \$9.6 million at the time of sale. The true interest cost (TIC) on these bonds is projected to be 1.75% with a 19 year maturity for all components.

Prior to issuing the debt, a public hearing must be held. At the Public Hearing on 11/3 we will review the attached "Pre-Sale Summary" from BakerTilly Municipal Advisors, on the composition and terms of the proposed bond issues. The bond schedules have been structured to ensure the City continues to have level debt service payments and adequate future bonding capacity. The bonds will be sold through a competitive bidding process and in the interest of obtaining as many bids as possible, underwriters may now submit their bids electronically. The sale date for the G.O. bonds is scheduled the morning of November 17th, with award by the City Council at 7:00 pm that same day.

BUDGET CONSIDERATION:

As adopted in the FY 2020/21 budget, the proposed General Obligation bond issues, as structured by Baker Tilly Municipal Advisors, will require the City's Debt Service levy to remain at \$5.00 per \$1,000 assessed valuation. The first principal and interest payments due on these bonds have been properly included in the FY 2020/21 budget.

ATTACHMENTS:

- Resolutions and Notice of Bond Sale prepared by Ahlers & Cooney, P.C.
- Pre-Sale Summary prepared by BakerTilly

ITEMS TO INCLUDE ON AGENDA

CITY OF BETTENDORF, IOWA

Not to exceed \$9,600,000 General Obligation Bonds

- Public hearing on the issuance.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

November 3, 2020

The City Council of the City of Bettendorf, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$9,600,000 General Obligation Bonds, in order to provide funds to pay the costs of construction, reconstruction and repair of streets, including resurfacing and paving improvements, sidewalks, pedestrian underpasses and overpasses, alleys, public ground and trail right of way, acquisition and installation of traffic control devices, acquisition, construction, improvement and installation of street lighting fixtures, connections and facilities, and construction, reconstruction, enlargement, improvement and repair of bridges, including joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River, for essential corporate purposes, and that notice of the proposal to issue the Bonds had been published as provided by Section 384.25 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Bonds. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Bonds and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the issuance of the Bonds to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$9,600,000 GENERAL OBLIGATION BONDS", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2020, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$9,600,000 GENERAL OBLIGATION BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$9,600,000 General Obligation Bonds, for the essential corporate purposes, in order to provide funds to pay the costs of construction, reconstruction and repair of streets, including resurfacing and paving improvements, sidewalks, pedestrian underpasses and overpasses, alleys, public ground and trail right of way, acquisition and installation of traffic control devices, acquisition, construction, improvement and installation of street lighting fixtures, connections and facilities, and construction, reconstruction, enlargement, improvement and repair of bridges, including joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$9,600,000 General Obligation Bonds, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 3rd day of November, 2020.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF SCOTT

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Bettendorf, State of Iowa

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF BETTENDORF, IOWA

\$8,725,000 General Obligation Bonds, Series 2020C

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Official Statement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

November 3, 2020

The City Council of the City of Bettendorf, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$8,725,000 GENERAL OBLIGATION BONDS, SERIES 2020C, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF \$8,725,000 GENERAL OBLIGATION BONDS,
SERIES 2020C, AND APPROVING ELECTRONIC BIDDING
PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of construction, reconstruction and repair of streets, including resurfacing and paving improvements, sidewalks, pedestrian underpasses and overpasses, alleys, public ground and trail right of way, acquisition and installation of traffic control devices, acquisition, construction, improvement and installation of street lighting fixtures, connections and facilities, and construction, reconstruction, enlargement, improvement and repair of bridges, including joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$9,600,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, in conjunction with its Municipal Advisor, Baker Tilly Municipal Advisors. LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Bonds, Series 2020C, of City of Bettendorf, State of Iowa, in the amount of \$8,725,000, to be issued as referred to in the preamble of this Resolution, to be dated December 17, 2020, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Quad City Times", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 17th day of November, 2020, at 7:00 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:00 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before November 12, 2020)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Bettendorf, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 1609 State Street, Bettendorf, Iowa 52722; Telephone: 563-344-4000 (the "Issuer") before 10:00 A.M., on the 17th day of November, 2020. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2020C, in the amount of \$8,725,000*, to be dated December 17, 2020 (the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City's Municipal Advisor, Baker Tilly Municipal Advisors, LLC, St. Paul, Minnesota (facsimile number: 651-223-3046).
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the Finance Director at City Hall, 1609 State Street, Bettendorf, Iowa 52722. The bids must be submitted through the PARITY® competitive bidding system.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City's Municipal Advisor, Baker Tilly Municipal Advisors, LLC, St. Paul, Minnesota (facsimile number: 651-223-3046). Electronic facsimile bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa at a meeting of the City Council on the above date at 7:00 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 1609 State Street, Bettendorf, Iowa

52722; Telephone: 563-344-4000 or the Issuer's Municipal Advisor, Baker Tilly Municipal Advisors. LLC, 380 Jackson Street, Suite 300, St. Paul, Minnesota, Saint Paul, MN 55101, Telephone: 651-223-3000.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Bettendorf, State of Iowa.

City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

PASSED AND APPROVED this 3rd day of November, 2020.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF SCOTT

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Bettendorf, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Bettendorf, in the County of Scott, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF BOND SALE
(\$8,725,000 General Obligation Bonds, Series 2020C)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Quad City Times", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2020.

WITNESS my official signature this _____ day of _____, 2020.

City Clerk, City of Bettendorf, State of Iowa

(SEAL)

(To be published on or before November 12, 2020)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Bettendorf, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 1609 State Street, Bettendorf, Iowa 52722; Telephone: 563-344-4000 (the "Issuer") before 10:00 A.M., on the 17th day of November, 2020. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2020C, in the amount of \$8,725,000*, to be dated December 17, 2020 (the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City's Municipal Advisor, Baker Tilly Municipal Advisors, LLC, St. Paul, Minnesota (facsimile number: 651-223-3046).
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the Finance Director at City Hall, 1609 State Street, Bettendorf, Iowa 52722. The bids must be submitted through the PARITY® competitive bidding system.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City's Municipal Advisor, Baker Tilly Municipal Advisors, LLC, St. Paul, Minnesota (facsimile number: 651-223-3046). Electronic facsimile bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa at a meeting of the City Council on the above date at 7:00 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 1609 State Street, Bettendorf, Iowa

52722; Telephone: 563-344-4000 or the Issuer's Municipal Advisor, Baker Tilly Municipal Advisors. LLC, 380 Jackson Street, Suite 300, St. Paul, Minnesota, Saint Paul, MN 55101, Telephone: 651-223-3000.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Bettendorf, State of Iowa.

City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

City of Bettendorf, Iowa

Pre-Sale Summary for Issuance of Bonds

\$8,725,000 General Obligation Bonds, Series 2020C

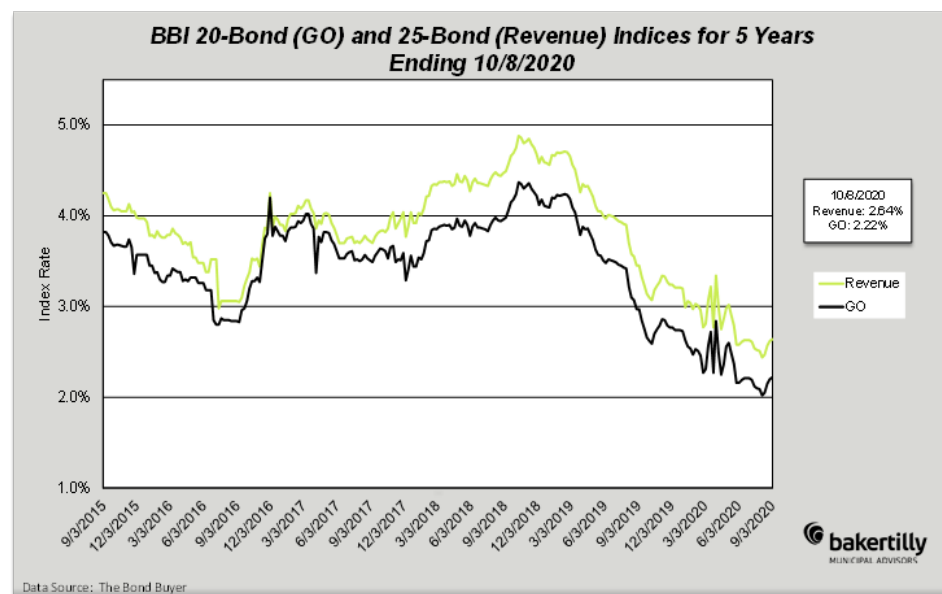
The City Council has under consideration the issuance of bonds to finance various public improvement projects pursuant to the City's 2020 Capital Improvement Plan (the "Bonds"). This document provides information relative to the proposed issuance.

KEY EVENTS: The following summary schedule includes the timing of some of the key events that will occur relative to the bond issuance:

November 3, 2020	Council conducts Public Hearing and sets sale date and terms
October 30, 2020	Rating conference is conducted
November 17, 2020, 10:00 a.m.	Competitive bids are received
November 17, 2020, 7:00 p.m.	Council considers award of the Bonds
December 17, 2020	Proceeds are received

RATING: An application will be made to Moody's Investors Service (Moody's) for a rating on the Bonds. The City's general obligation debt is currently rated "Aa2" by Moody's.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



PURPOSE:	Proceeds of the Bonds along with an estimated reoffering premium, will be used to finance the following projects (the “CIP Projects”): • costs of construction, reconstruction and repair of streets, including resurfacing and paving improvements, sidewalks, pedestrian underpasses and overpasses, alleys, public ground and trail right of way • acquisition and installation of traffic control devices • acquisition, construction, improvement and installation of street lighting fixtures, connections and facilities • construction, reconstruction, enlargement, improvement and repair of bridges, including joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River
AUTHORITY:	The Bonds are being issued pursuant to Chapter 384 of the Code of Iowa. On October 20, the City will hold a public hearing to consider the issuance of the Bonds and to set a not to exceed borrowing amount of \$9,600,000 for essential corporate purposes (the CIP Projects).
SECURITY AND SOURCE OF PAYMENT:	The Bonds will be a general obligation of the City secured by its power to levy direct general ad valorem taxes against all taxable property in the City without limit to rate or amount to pay the debt service on the Bonds. The City will make their first levy for the Bonds in 2020 for collection in 2021. Taxes due September 1 of each year will be used to make the December 1 interest payment due in the year the levy is made and the June 1 principal and interest payment due the following year. The June 1, 2021 principal and interest payment will be made with City funds.
STRUCTURING SUMMARY:	In consultation with the City, the Bonds have been structured with a repayment term of 19 years with approximately level annual payments of debt service. Estimated interest rates applied in the structuring of the Bonds are based on current market conditions and assume a reoffering premium. The underwriter will take their compensation from the reoffering premium and any remaining excess can be used to downsize the issue, for additional project funds or deposited to the debt service fund. Determination of the use of premium, if received, will be made by the City prior to or on the day of sale.
SCHEDULES ATTACHED:	Schedules attached for the Bonds include: (i) sources and uses of funds; (ii) pricing summary; and (iii) fiscal year debt service.
RISKS/SPECIAL CONSIDERATIONS:	The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions. As indicated in the Structuring Summary section above, the Bonds have been structured to result in additional proceeds generated from a premium bid. There is no guaranty that the winning bidder will price this issue with a premium in the amount that we have estimated, which could result in less or more additional proceeds.
SALE TERMS AND MARKETING:	<u>Variability of Issue Size:</u> A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after June 1, 2031 may be prepaid at a price of par plus accrued interest on or after June 1, 2030.

Bank Qualification: The City's total issuance for fiscal year 2020 will exceed the \$10 million tax-exempt bank qualification limit for 2020; therefore, the Bonds are not designated as bank qualified.

**POST ISSUANCE
COMPLIANCE:**

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been considered as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any "excess earnings" will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not "excess earnings" as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The City expects to meet the 18-month spending exception.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly and the City have entered into an Agreement for Municipal Advisor services under which Baker Tilly will provide continuing disclosure and arbitrage rebate services on the Bonds.

**SUPPLEMENTAL
INFORMATION AND
BOND RECORD:**

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2020 Baker Tilly Municipal Advisors, LLC.

\$8,725,000
City of Bettendorf, Iowa
General Obligation Bonds, Series 2020C

Sources & Uses

Dated 12/17/2020 | Delivered 12/17/2020

Sources Of Funds

Par Amount of Bonds.....	\$8,725,000.00
Reoffering Premium.....	404,846.75

Total Sources.....	\$9,129,846.75
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Uses Of Funds

Deposit to Project Construction Fund.....	9,000,000.00
Costs of Issuance.....	65,400.00
Total Underwriter's Discount (0.700%).....	61,075.00
Rounding Amount.....	3,371.75

Total Uses.....	\$9,129,846.75
------------------------	-----------------------

\$8,725,000

City of Bettendorf, Iowa
General Obligation Bonds, Series 2020C

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Par	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
06/01/2021	Serial Coupon	3.000%	0.430%	100.000%	465,000.00	101.168%	-	-	-	470,431.20
06/01/2022	Serial Coupon	3.000%	0.450%	100.000%	365,000.00	103.695%	-	-	-	378,486.75
06/01/2023	Serial Coupon	3.000%	0.500%	100.000%	375,000.00	106.093%	-	-	-	397,848.75
06/01/2024	Serial Coupon	3.000%	0.600%	100.000%	385,000.00	108.195%	-	-	-	416,550.75
06/01/2025	Serial Coupon	3.000%	0.700%	100.000%	395,000.00	110.072%	-	-	-	434,784.40
06/01/2026	Serial Coupon	3.000%	0.850%	100.000%	410,000.00	111.437%	-	-	-	456,891.70
06/01/2027	Serial Coupon	3.000%	0.970%	100.000%	420,000.00	112.672%	-	-	-	473,222.40
06/01/2028	Serial Coupon	3.000%	1.100%	100.000%	435,000.00	113.564%	-	-	-	494,003.40
06/01/2029	Serial Coupon	3.000%	1.250%	100.000%	445,000.00	114.000%	-	-	-	507,300.00
06/01/2030	Serial Coupon	2.000%	1.400%	100.000%	460,000.00	105.296%	-	-	-	484,361.60
06/01/2031	Serial Coupon	2.000%	1.550%	100.000%	470,000.00	103.943%	c 1.589%	06/01/2030	100.000%	488,532.10
06/01/2032	Serial Coupon	2.000%	1.650%	100.000%	480,000.00	103.052%	c 1.706%	06/01/2030	100.000%	494,649.60
06/01/2033	Serial Coupon	2.000%	1.700%	100.000%	490,000.00	102.609%	c 1.766%	06/01/2030	100.000%	502,784.10
06/01/2034	Serial Coupon	1.800%	1.800%	100.000%	500,000.00	100.000%	-	-	-	500,000.00
06/01/2035	Serial Coupon	1.850%	1.850%	100.000%	505,000.00	100.000%	-	-	-	505,000.00
06/01/2036	Serial Coupon	1.950%	1.950%	100.000%	515,000.00	100.000%	-	-	-	515,000.00
06/01/2037	Serial Coupon	2.000%	2.000%	100.000%	525,000.00	100.000%	-	-	-	525,000.00
06/01/2038	Serial Coupon	2.050%	2.050%	100.000%	535,000.00	100.000%	-	-	-	535,000.00
06/01/2039	Serial Coupon	2.150%	2.150%	100.000%	550,000.00	100.000%	-	-	-	550,000.00
Total	-	-	-	-	\$8,725,000.00	-	-	-	-	\$9,129,846.75

Bid Information

Par Amount of Bonds.....	\$8,725,000.00
Reoffering Premium or (Discount).....	404,846.75
Gross Production.....	\$9,129,846.75
Total Underwriter's Discount (0.700%).....	\$(61,075.00)
Bid (103.940%).....	9,068,771.75
Total Purchase Price.....	\$9,068,771.75
Bond Year Dollars.....	\$87,689.72
Average Life.....	10.050 Years
Average Coupon.....	2.1808565%
Net Interest Cost (NIC).....	1.7888245%
True Interest Cost (TIC).....	1.7518780%

\$8,725,000

City of Bettendorf, Iowa
General Obligation Bonds, Series 2020C

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/17/2020	-	-	-	-	-
06/01/2021	465,000.00	3.000%	95,906.97	560,906.97	560,906.97
12/01/2021	-	-	98,288.75	98,288.75	-
06/01/2022	365,000.00	3.000%	98,288.75	463,288.75	561,577.50
12/01/2022	-	-	92,813.75	92,813.75	-
06/01/2023	375,000.00	3.000%	92,813.75	467,813.75	560,627.50
12/01/2023	-	-	87,188.75	87,188.75	-
06/01/2024	385,000.00	3.000%	87,188.75	472,188.75	559,377.50
12/01/2024	-	-	81,413.75	81,413.75	-
06/01/2025	395,000.00	3.000%	81,413.75	476,413.75	557,827.50
12/01/2025	-	-	75,488.75	75,488.75	-
06/01/2026	410,000.00	3.000%	75,488.75	485,488.75	560,977.50
12/01/2026	-	-	69,338.75	69,338.75	-
06/01/2027	420,000.00	3.000%	69,338.75	489,338.75	558,677.50
12/01/2027	-	-	63,038.75	63,038.75	-
06/01/2028	435,000.00	3.000%	63,038.75	498,038.75	561,077.50
12/01/2028	-	-	56,513.75	56,513.75	-
06/01/2029	445,000.00	3.000%	56,513.75	501,513.75	558,027.50
12/01/2029	-	-	49,838.75	49,838.75	-
06/01/2030	460,000.00	2.000%	49,838.75	509,838.75	559,677.50
12/01/2030	-	-	45,238.75	45,238.75	-
06/01/2031	470,000.00	2.000%	45,238.75	515,238.75	560,477.50
12/01/2031	-	-	40,538.75	40,538.75	-
06/01/2032	480,000.00	2.000%	40,538.75	520,538.75	561,077.50
12/01/2032	-	-	35,738.75	35,738.75	-
06/01/2033	490,000.00	2.000%	35,738.75	525,738.75	561,477.50
12/01/2033	-	-	30,838.75	30,838.75	-
06/01/2034	500,000.00	1.800%	30,838.75	530,838.75	561,677.50
12/01/2034	-	-	26,338.75	26,338.75	-
06/01/2035	505,000.00	1.850%	26,338.75	531,338.75	557,677.50
12/01/2035	-	-	21,667.50	21,667.50	-
06/01/2036	515,000.00	1.950%	21,667.50	536,667.50	558,335.00
12/01/2036	-	-	16,646.25	16,646.25	-
06/01/2037	525,000.00	2.000%	16,646.25	541,646.25	558,292.50
12/01/2037	-	-	11,396.25	11,396.25	-
06/01/2038	535,000.00	2.050%	11,396.25	546,396.25	557,792.50
12/01/2038	-	-	5,912.50	5,912.50	-
06/01/2039	550,000.00	2.150%	5,912.50	555,912.50	561,825.00
Total	\$8,725,000.00	-	\$1,912,386.97	\$10,637,386.97	-

SIGNIFICANT DATES

Dated Date.....	12/17/2020
Delivery Date.....	12/17/2020
First Coupon Date.....	6/01/2021

Yield Statistics

Bond Year Dollars.....	\$87,689.72
Average Life.....	10.050 Years
Average Coupon.....	2.1808565%
Net Interest Cost (NIC).....	1.7888245%
True Interest Cost (TIC).....	1.7518780%
Bond Yield for Arbitrage Purposes.....	1.6657417%
All Inclusive Cost (AIC).....	1.8341939%

IRS Form 8038

Net Interest Cost.....	1.6681594%
Weighted Average Maturity.....	9.898 Years

File | Bettendorf, SF | 2020C GO Bonds - \$9M 10.7 | SINGLE PURPOSE | 10/ 7/2020 | 1:05 PM



MEETING DATE: November 3, 2020

REQUESTED BY: Brent Morlok, P.E.

City Engineer

WARD: 5

Item Title:

Ordinance amending Bettendorf City Code Section 6-1-322(B)(2), "Vehicles Entering Yield Intersection" by adding a yield intersection on Judge Road at Julie Ann Road.

Explanation:

Both the Public Works and Police Departments have recently received complaints regarding the lack of traffic control signs at the intersection of Judge Rd and Julie Ann Rd. These complaints have specifically come after the completion of the Hopewell Ave Phase 2 extension, and Century Heights 22nd Addition which extended Julie Ann Rd to Hopewell Ave. After a review of the intersection, traffic patterns and accident history, staff recommends yield signs be placed on Judge Rd at Julie Ann Rd to improve the safety along that corridor.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:

Publication costs and costs of materials and installation.

List Attachments:

Ordinance

ORDINANCE NO. _____-20

ORDINANCE AMENDING BETTENDORF CITY CODE SECTION 6-1-322(B)(2)
“VEHICLES ENTERING YIELD INTERSECTION”
BY ADDING A YIELD INTERSECTION ON JUDGE ROAD AT JULIE ANN ROAD.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that Section 6-1-322(B)(2) entitled: “Vehicles Entering Yield Intersection” be amended by adding thereto the following yield intersections:

- Judge Road at Julie Ann Road

Section Two. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publication as required by law.

Section Three. Severability of Provisions. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

Section Four. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section Five. Penalty. Any person, firm or corporation violating the provisions of this ordinance shall be fined not more than \$625.00 or sentenced to not more than 30 days incarceration.

Passed, Approved and Adopted this ____ day of _____, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

**CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES**

OCTOBER 20, 2020

The City Council of Bettendorf, Iowa met in regular session on October 20, 2020 at 7:00 p.m., in the Council Chambers at Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa.

Due to the current COVID-19 situation, additional and necessary measures were taken at the City Council meeting to adhere to social distancing recommendations. Members of the public who wished to be heard at the Public Requests of Council, or for any Public Hearing scheduled to appear, were asked to attend the Council Meeting in person, or contact 563-344-4013 for specific questions or alternative participation. In an effort to practice social distancing and in support of CDC guidelines, the City of Bettendorf broadcasted this public meeting online at <http://www.bettendorf.org/live-meeting>. Constituents who did not have a matter to address with City Council in person were strongly encouraged to stay at home and view the meeting online.

In order to follow CDC Guidelines, the majority of our Department Heads attended tonight's meeting via Zoom.

Council Members Present: Adamson, Brown, Connors, Naumann, Sechser, Baden, Webster
Presiding: Mayor Robert S. Gallagher

Mayor Gallagher opened the meeting with the Pledge of Allegiance followed with an Invocation given by Bettendorf Police Chaplain and Pastor of Bettendorf Presbyterian Church, Pastor Troy Winder

PROCLAMATION

Mayor Gallagher read a proclamation proclaiming the week of October 25 – 31, 2020 as National Lead Poisoning Prevention Week in the Bettendorf community.

PROCLAMATION

Mayor Gallagher read a proclamation proclaiming November 1, 2020 as Extra Mile Day in the Bettendorf community.

PUBLIC REQUESTS OF COUNCIL

Michael Steen of 219 S. Kensington St, Riverdale, IA addressed the Council with his concerns and opinions regarding the Mississippi River Trail and the proposed resolution on tonight's agenda terminating certain contractual agreements with the City of Riverdale.

No one else addressed the Council and the session was closed.

**PUBLIC HEARING REGARDING THE VACATION OF EXCESS ALLEY RIGHT-OF-WAY
ADJACENT TO 12TH STREET AND STATE STREET AND CONVEYANCE TO ADJOINING
PROPERTY OWNERS**

City Attorney Chris Curran gave an explanation of the resolution. Mayor Gallagher asked Council for questions. Council Member Webster questioned staff and City Attorney Curran responded. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the Public Hearing. No one addressed the Council and the Public Hearing was closed.

RESOLUTION

Council Member Connors presented a resolution approving the vacation of excess alley right-of-way adjacent to 12th Street and State Street and conveyance to adjoining property owners, and made a motion to approve the resolution as presented. Council Member Sechser seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Baden (aye); Webster (aye); Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); and Sechser (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE VACATION AND CONVEYANCE OF EXCESS RIGHT-OF-WAY ALONG HOLMES STREET

City Attorney Chris Curran gave an explanation of the resolution. Mayor Gallagher asked Council for questions. None presented. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the Public Hearing. No one addressed the Council and the Public Hearing was closed.

RESOLUTION

Council Member Brown presented a resolution approving the vacation and conveyance of excess right-of-way along Holmes Street, and made a motion to approve the resolution as presented. Council Member Adamson seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Baden (aye); Webster (aye); Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); and Sechser (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE PALMER HILLS GOLF COURSE SERVICE BUILDING PROJECT

Public Works Director Brian Schmidt gave an explanation of the resolution. Mayor Gallagher asked Council for questions. None presented. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the Public Hearing. No one addressed the Council and the Public Hearing was closed.

RESOLUTION

Council Member Naumann presented a resolution approving the plans, specifications and form of contract for the Palmer Hills Golf Course Service Building Project, and made a motion to approve the resolution as presented. Council Member Webster seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Baden (aye); Webster (aye); Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); and Sechser (aye). The motion passed unanimously.

RESOLUTION TERMINATING CERTAIN CONTRACTUAL RELATIONSHIPS WITH THE CITY OF RIVERDALE (CONSENT AGENDA ITEM E)

This resolution was moved to Items to Appear from the Consent Agenda (Item E) at Monday night's Committee of the Whole meeting at the request of Council Member Baden.

City Administrator Decker Ploehn gave an explanation of the resolution. Council Member Baden presented a resolution terminating certain contractual relationships with the City of Riverdale, and made a motion to approve the resolution as presented. Council Member Webster seconded the motion. Mayor Gallagher asked for any discussion from Council. Council Members Webster and Naumann commented on the situation. Roll call vote indicated Baden (aye); Webster (aye); Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); and Sechser (aye). The motion passed unanimously.

CONSENT AGENDA

Mayor Gallagher asked for a motion to approve the Consent Agenda. Council Member Naumann made a motion to approve the Consent Agenda as presented, and Council Member Connors seconded the motion. Mayor Gallagher asked for questions on the Consent Agenda. None presented. Roll call vote indicated Baden (aye); Webster (aye); Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); and Sechser (aye). The motion passed unanimously.

ADJOURNMENT

There being no further business, Council Member Naumann made a motion to adjourn and Council Member Webster seconded the motion. The meeting was adjourned at approximately 7:33 p.m.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn

**CONSENT AGENDA
OCTOBER 20, 2020**

**ALL ITEMS APPEARING BELOW ARE CONSIDERED ROUTINE BY THE CITY COUNCIL
AND SHALL BE ENACTED BY ONE MOTION. IF DISCUSSION IS DESIRED, THAT ITEM
SHALL BE REMOVED AND DISCUSSED SEPARATELY**

- A. Minutes from October 6, 2020. (Approve and Adopt)
- B. Resolution fixing date for a meeting on the proposition of the issuance not to exceed \$9,600,000 General Obligation Bonds of the City of Bettendorf, State of Iowa (for essential corporate purposes), and providing for publication of notice thereof. (Approve and Adopt)
- C. Resolution authorizing the purchase of five (5) years of software and system support for Siemens' Tactics Traffic Control System. (Approve and Adopt)
- D. Resolution authorizing the Finance Director to complete previously approved inter-fund transfers for the City's FY2019/20 financial records as required by the Iowa Administrative Code, City Finance Committee Agency Chapter 2. (Approve and Adopt)
- E. ***MOVED TO ITEMS TO APPEAR #13 AT REQUEST OF COUNCIL MEMBER BADEN AT COMMITTEE OF THE WHOLE 10/19/2020***
- F. Resolution awarding the contract and approving the contract and bond for the Middle Road Sanitary Sewer Extension Project. (Approve and Adopt)
- G. Resolution ratifying and approving expenses to Squirrel's Tree Care for cleanup efforts from a derecho storm that came through the area on August 10, 2020. (Approve and Adopt)
- H. Resolution authorizing the Director of Public Works to issue a purchase order to Tri-City Electric Company for traffic cameras. (Approve and Adopt)
- I. Resolution reappointing Ann Kappeler to the City of Bettendorf's Planning & Zoning Commission. (Approve and Adopt)
- J. Resolution establishing fees for snow removal for 2020-2021. (Approve and Adopt)
- K. Resolution approving the job description and recruitment process for the Library Director for the Bettendorf Public Library. (Approve and Adopt)
- L. Resolution approving liquor license renewals for Crow Valley Golf Club; Cornucopia Bar; and Harris Pizza. (Approve and Adopt)
- M. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)



MEETING DATE: November 3, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 2

Item Title:

Resolution awarding the contract and approving the contract and bond for the Palmer Hills Golf Course Service Building project.

Explanation:

As part of the ongoing improvements at Palmer Hills Golf Course, Phase 2 included the construction of the nearly 60,000 square foot putting course. To service that new amenity, a new service building will be constructed on the north end of the course across the main drive from the clubhouse. The building will provide food and beverage service for both the main course and the putting course in addition to the putting course admissions. A covered outdoor patio and new driving range ball machine will also be provided. The project will also provide all necessary utilities for future expansion to potentially serve the First Tee program in Bettendorf.

Bids were opened on October 27, 2020. Reed Construction LLC of DeWitt, Iowa was the low bidder of seven (7) bids received. Bids ranged from the high of \$349,570.00 to the low of \$241,350.00, which is 3.5% below the architect's estimate of \$250,000.00. The project was bid with a base bid that included the building and a smaller covered patio area as well as several alternate bids. The budget allowed for two (2) of the alternates to be added to the project which will increase the patio by 825 square feet and the covered roof by 540 square feet. The bid totals above reflect the added alternate bid amounts.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipation:

The Community Improvement Program has sufficient monies budgeted for the project.

List Attachments:

Resolution
Bid Tabulation
Contract

RESOLUTION AWARDDING THE CONTRACT AND APPROVING THE CONTRACT
AND BOND FOR THE PALMER HILLS GOLF COURSE SERVICE BUILDING PROJECT

WHEREAS, plans, specifications, and form of contract were approved by City Council for the construction of improvements to the golf course of said City; namely, the

Palmer Hills Golf Course Service Building Project

WHEREAS, bids were accepted for the construction of the above project on the 27th day of October, 2020, with Reed Construction LLC of DeWitt, Iowa submitting the lowest responsible bid in the amount of \$241,350.00 and

WHEREAS, appropriately executed contract and bond have been submitted by the Contractor in conformance with the plans and specifications as described above.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that

1. The bid of Reed Construction LLC of DeWitt, Iowa is hereby accepted for the Palmer Hills Golf Course Service Building project in the amount of \$241,350.00.
2. The Mayor and City Administrator are hereby authorized to sign the contract for the construction of said project.
3. The award of contract under this resolution is expressly subject to the bidder providing all necessary bonds and insurance documents; on the bidder's signing of the contract as provided in the notice to bidders, and no further facts or issues coming to light between the passage of this resolution and the actual signing of the contract by a representative of the City such as would cause the City to reconsider, defer, to stop the decision to enter into the contract.

Passed, Approved and Adopted this 3rd day of November, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Palmer Hills Golf Course New Service Bldg				Reed Construction LLC		Todd Hackett Construction Co.		Twin Shores Management Company		Tricon General Construction, Inc		Swanson Construction Co.		Estes Construction		Bush Construction Company Inc.	
Bid Open: 10/27/2020 2:00pm				Total Price	\$241,350.00	Total Price	\$250,514.00	Total Price	\$300,801.00	Total Price	\$315,000.00	Total Price	\$329,976.00	Total Price	\$341,500.00	Total Price	\$349,570.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Base Bid	1	LS	~~\$215,000.00~~	\$215,000.00	\$218,250.00	\$218,250.00	\$268,301.00	\$268,301.00	\$287,000.00	\$287,000.00	\$302,188.00	\$302,188.00	\$309,100.00	\$309,100.00	\$322,580.00	\$322,580.00
2	Alternate No. 1	1	LS	~~\$5,350.00~~	\$5,350.00	\$6,431.00	\$6,431.00	\$8,200.00	\$8,200.00	\$6,000.00	\$6,000.00	\$5,437.00	\$5,437.00	\$7,900.00	\$7,900.00	\$9,990.00	\$9,990.00
3	Alternate No. 2	1	LS	\$21,000.00	\$21,000.00	\$25,833.00	\$25,833.00	\$24,300.00	\$24,300.00	\$22,000.00	\$22,000.00	\$22,351.00	\$22,351.00	\$24,500.00	\$24,500.00	~~\$17,000.00~~	\$17,000.00
4	Alternate No. 3	1	LS	\$6,550.00	\$6,550.00	\$6,000.00	\$6,000.00	\$4,850.00	\$4,850.00	~~\$4,800.00~~	\$4,800.00	\$6,338.00	\$6,338.00	\$5,800.00	\$5,800.00	\$5,665.00	\$5,665.00
5	Alternate No. 4	1	LS	\$14,900.00	\$14,900.00	~~\$2,300.00~~	\$2,300.00	\$4,150.00	\$4,150.00	\$4,900.00	\$4,900.00	\$11,015.00	\$11,015.00	\$5,500.00	\$5,500.00	\$2,340.00	\$2,340.00

*** Please note that Total Price reflects the sum of the Base Bid and Alternates No. 1 and No. 2.
Alternates No. 3 and No. 4 will not be accepted.



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Eighth day of October in the year Two Thousand Twenty

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Bettendorf
1609 State Street
Bettendorf, IA 52722

and the Contractor:

(Name, legal status, address and other information)

Reed Construction LLC
P.O. Box 473
DeWitt, IA 52742
563/370-9661

for the following Project:

(Name, location and detailed description)

New Service Building at Palmer Hills Golf Course
located at 2999 Middle Road, Bettendorf, IA
Project No. 3454

The Architect:

(Name, legal status, address and other information)

Bray Associates Architects, Inc.
1465 41st Street, Suite 10
Moline, IL 61265

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: May 21, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Forty-One Thousand Three Hundred Fifty and no/100 Dollars (\$241,350.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<u>Alt. 1: Provide approx. 825 SF of additional patio paving, base, grading & related work as shown.</u>	<u>\$5,350.00</u>
<u>Alt. 2: Provide approx. 540 SF of additional roof structure, steel columns, wood framing, roofing, electrical, related concrete patio work and related work as shown.</u>	<u>\$21,000.00</u>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
<u>Contingency Allowance</u>	<u>\$15,000.00</u>

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The amount of liquidated damages shall be \$100.00 per calendar day completion is delayed beyond the contract time, excluding such extensions thereof as the Owner may grant, and represents a fair and reasonable attempt to fix just compensation caused by delay. Construction shall be substantially complete by May 21, 2021.

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§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall ~~make approve~~ payment of the amount certified to the Contractor not later than the ~~day of the month~~ third Tuesday of every month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be ~~made approved~~ by the Owner not later than ~~(—) days the third Tuesday of the following month~~ after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The five percent retainage shall constitute the final payment and shall be paid within 60 days after the work is fully accomplished and accepted and the requirements of the contract have been satisfactorily accomplished.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Brent Morlok, PE, LEED AP, City Engineer

City of Bettendorf

1609 State Street

Bettendorf, IA 52722

563/344-4063

bmorlok@bettendorf.org

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brandon Reed
Reed Construction LLC
P.O. Box 473
DeWitt, IA 52742
563/370-9661
brandon@reedconst.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in ~~AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~

§ 8.5.2 The Contractor shall provide bonds as set forth in ~~AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents.~~ the Contract Documents.

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201–2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- ~~.1 AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor~~
- ~~.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~
- ~~.3 AIA Document A201™ 2017, General Conditions of the Contract for Construction~~
- ~~.4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
See attached Exhibit A		

Init.

.6 Specifications

Section	Title	Date	Pages
<u>See attached Exhibit B</u>			

.7 Addenda, if any:

Number	Date	Pages
<u>Bray Addendum #1</u>	<u>October 15, 2020</u>	<u>3</u>
<u>IEFM Addendum #1</u>	<u>October 16, 2020</u>	<u>3</u>
<u>IEFM Addendum #2</u>	<u>October 19, 2020</u>	<u>1</u>
<u>Bray Addendum #2</u>	<u>October 23, 2020</u>	<u>1</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

The Notice to Bidders, Invitation to Bid (Advertisement), Instructions to Bidders, Supplementary Instructions to Bidders, Supplementary Conditions, and Contractor's Bid are a part of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 09:13:03 CT on 10/29/2020 under Order No. 6030946878 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



MEETING DATE: November 3, 2020
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: 5

Item Title:

Resolution accepting improvements for the Middle Road Sidewalk Connection to Crow Creek Trail.

Explanation:

Emery Construction of Moline Illinois has satisfactorily completed all work on the project. The original purchase order was approved for \$35,000.00. The final construction cost for the project was \$27,982.09.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:

The Community Improvement Program has sufficient funds for this project.

List Attachments:

Resolution
CIP Worksheet
Contractor Evaluation Report

RESOLUTION NO. _____-20

RESOLUTION ACCEPTING IMPROVEMENTS FOR THE MIDDLE ROAD SIDEWALK
CONNECTION TO CROW CREEK TRAIL

WHEREAS, on the 15th day of September, 2020, the City of Bettendorf entered into contract with Emery Construction of Moline, Illinois, for the construction of certain improvements to the trail system of said City; namely, the

Middle Road Sidewalk Connection to Crow Creek Trail

WHEREAS, the contractor has completed the construction of the improvements in the City in substantial compliance with the terms and conditions of the contract and plans and specifications.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the project is adopted as having been completed in substantial compliance with the specifications and contract. The total project cost thereof is hereby determined to be \$27,982.09.

Passed, Approved and Adopted this 3rd day of November, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

CITY OF BETTENDORF CONTRACTOR EVALUATION REPORT

Projects: PW0482- Middle Road Sidewalk Connection to Crow Creek Bike Trail Project

Contractor: Emery Construction (Vendor #18426)

☒ Primary

☐ Subcontract

Point
Range

Score

Points
Earned

WORK PERFORMANCE: 55%

A. Completion on schedule	0 to 3	3.0	x 0.275 =	0.83
B. Quality of the finished product	0 to 3	3.0	x 0.275 =	0.83

CONTINUITY OF WORK SCHEDULE: 20%

C. Minimum gaps between work days	0 to 3	3.0	x 0.20 =	0.60
---	--------	----------------	----------	-----------------

ORGANIZATION / MANAGEMENT: 15%

D. Coordination with suppliers, other contractors and utilities, and engineer	0 to 3	3.0	x 0.05 =	0.15
E. Adequate and competent labor force	0 to 3	3.0	x 0.05 =	0.15
F. Inappropriate behavior, language, dealing with citizens, attitude	0 to 3	3.0	x 0.05 =	0.15

EQUIPMENT: 10%

G. Equipment on project	0 to 3	3.0	x 0.05 =	0.15
H. General project safety, signage and traffic control	0 to 3	3.0	x 0.05 =	0.15

Initial Rating:

3.00

Liens Filed - If lien(s) have been filed 0 or -1

0.00

Final Rating:

3.00

Ratings:

- Less than 1 - Contractor not allowed to work on City of Bettendorf contracts for five years.
- Between 1 and 2 - Contractor to appear before City Council with proof of changes/adjustments in organization.
- Greater than 2 - Satisfactory work.

REMARKS: *(Required for Item(s) rated less than 2.)*

Field Inspector

Engineer

Date

10/27/2020

Date

Chief Inspector

Contractor

Date

10/27/20

10-27-20

Date



MEETING DATE: November 3, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 5

Item Title:

Resolution approving a federal-aid agreement with the Iowa Department of Transportation for the Forest Grove Drive Phase III project.

Explanation:

Upon the completion of the Forest Grove Drive reconstruction projects starting at Utica Ridge Road in Davenport and terminating just east of International Drive in Bettendorf, engineering staff began applying for additional funding to continue the corridor improvements to the east. The City was awarded \$5.96M in federal funding through the Surface Transportation Block Grant program administered by the Bi-State Regional Commission to reconstruct Forest Grove Drive through the Middle Road intersection. The total project is estimated at \$7.63M including our local match. The cost share is approximately seventy-eight (78%) percent federal with twenty-two (22%) percent local funding.

The improvements will preliminarily consist of the same typical section as was constructed to the west including the ten foot (10') recreational trail, full reconstruction of the intersection including all necessary turn lanes, permanent traffic signals, streetscaping elements, lighting, and other related improvements. Due to the necessary turn lane and taper lengths, it is anticipated that the project limits will extend to Competition Drive to the north which would also allow permanent traffic signals to be constructed there as well.

The proposed agreement is the standard federal-aid agreement between local public agencies and the Iowa Department of Transportation for Surface Transportation Block Grants program projects.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities

If the matter is not budgeted in the current year, explain why funding is requested and the anticipation:

The Community Improvement Program has sufficient monies budgeted for the project.

List Attachments:

Resolution
Federal-aid Agreement

RESOLUTION APPROVING A FEDERAL-AID AGREEMENT WITH THE IOWA DEPARTMENT
OF TRANSPORTATION FOR THE FOREST GROVE DRIVE PHASE III PROJECT.

WHEREAS, the Bettendorf City Council has been awarded federal funds through the Bi-State Regional Commission for the Forest Grove Drive Phase III project; and

WHEREAS, a federal-aid agreement between the City and the Iowa Department of Transportation must be approved to formally allocate the funding.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the federal-aid agreement with the Iowa Department of Transportation be accepted and the Mayor and City Administrator are hereby authorized and directed to sign the agreement.

Passed, Approved and Adopted this 3rd day of November, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a Surface Transportation Block Grant Program Project**

Recipient: City of Bettendorf

Project No.: STP-U-0587(639)—70-82

Iowa DOT Agreement No.: 6-20-STPU-032

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Bettendorf, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the Department.

The Recipient has received Federal funding through the Surface Transportation Block Grant (STBG) Program. STBG funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Eastern Region Local Systems Field Engineer, Kent L. Ellis. The Recipient's contact person shall be the City Engineer.
3. The Recipient shall be responsible for the development and completion of the following described STBG project:

On Forest Grove Drive, from International Drive to Middle Road PCC Pavement – Grade and Replace
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBGP funds. The portion of the project costs reimbursed by STBG funds shall be limited to a maximum of either 80 percent of eligible costs or the amount stipulated in the Bi-State Regional Commission current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
6. The Recipient shall pay for all project costs not reimbursed with STBG funds.
7. If the project described in Section 3 drops out of the Bi-State Regional Commission current TIP or the approved current STIP prior to obligation of Federal funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.

9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.
11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Bettendorf, and
that _____, who signed said Agreement for and on behalf of the city was duly
authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the
_____ day of _____, 20_____.

Signed _____ Date _____, 20____

City Clerk of Bettendorf, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____ Date _____, 20____

Kent L. Ellis, P.E.
Local Systems Field Engineer
Eastern Region

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.
 - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this

agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.
- c. Upon receiving FHWA Authorization, the Recipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there are no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the recipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of fund can be adjusted or other options can be explored.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient. If approved, the approved indirect cost rate shall be incorporated by means of an amendment to this agreement.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions, 4.030, Environmental Data Sheet Instructions, 4.020, NEPA Class of Action, and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.
- c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 4.130, 404 Permit Process, 4.140, Storm Water Permits, 4.190, Highway Improvements in the Vicinity of Airports or Heliports, and 4.160, Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.

- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.
- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA Authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 5.120, Local Letting Process- Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Iowa DOT has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.
- f. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - 1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal fund, reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving federal fund on future projects until the Recipient has demonstrated responsible management of federal funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.



MEETING DATE: November 3, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 5

Item Title:

Resolution approving a Professional Services Agreement with HDR Engineering, Inc. for the Forest Grove Drive Phase III preliminary engineering.

Explanation:

Upon the completion of the Forest Grove Drive reconstruction projects starting at Utica Ridge Road in Davenport and terminating just east of International Drive in Bettendorf, engineering staff began applying for additional funding to continue the corridor improvements to the east. The City was awarded \$5.96M in federal funding through the Surface Transportation Block Grant program administered by the Bi-State Regional Commission to reconstruct Forest Grove Drive through the Middle Road intersection. The total project is estimated at \$7.63M including our local match. The cost share is approximately seventy-eight (78%) percent federal with twenty-two (22%) percent local funding.

The improvements will preliminarily consist of the same typical section as was constructed to the west including the ten foot (10') recreational trail, full reconstruction of the intersection including all necessary turn lanes, permanent traffic signals, streetscaping elements, lighting, and other related improvements. Due to the necessary turn lane and taper lengths, it is anticipated that the project limits will extend to Competition Drive to the north which would also allow permanent traffic signals to be constructed there as well.

A request for proposals (RFP) for preliminary engineering services was sent out earlier this year with twelve (12) consulting engineering firms responding. The proposals were scored by the selection committee and interviews were held with the top five (5) ranked firms. HDR Engineering, Inc. of Cedar Rapids, Iowa was selected as the top ranked firm. Contract negotiations began after concurrence from the Iowa Department of Transportation (IDOT) and the proposed agreement was developed. Both the preliminary engineering and construction engineering and inspection are included in the \$7.63M project estimate.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities

If the matter is not budgeted in the current year, explain why funding is requested and the anticipation:

The Community Improvement Program has sufficient monies budgeted for the project.

List Attachments:

Resolution
Professional Services Agreement

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
HDR ENGINEERING, INC. FOR THE FOREST GROVE DRIVE PHASE III
PRELIMINARY ENGINEERING

WHEREAS, the Bettendorf City Council deems it necessary and advisable to contract services for the Forest Grove Drive Phase III; and

WHEREAS, the firm of HDR Engineering, Inc. has submitted a proposal that appears to be in the best interest of the City.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from HDR Engineering, Inc. be accepted and the Mayor and City Administrator are hereby authorized and directed to sign a contract for professional engineering services in an amount not to exceed \$1,035,989.39.

Passed, Approved and Adopted this 3rd day of November, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Contract No. **82-0587-639**
Owner Project No. **PW0381**
Iowa DOT Project No. **STP-U-0587(639)--70-82**

Standard Consultant Contract
For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

BETWEEN City of Bettendorf, the **Owner**, located at:

4403 Devils Glen Road
Bettendorf, IA 52722
Phone: (563) 344-4055
FAX: (563) 344-4059

and HDR Engineering, Inc., the **Consultant**, located at:

5815 Council Street NE, Suite B
Cedar Rapids, IA 52402
Phone: (319) 373-2536
FAX: (319) 373-6106

For the following Project: The Forest Grove Drive Reconstruction Project involves the reconstruction and expansion of Forest Grove Drive in Bettendorf, Iowa from throughout its entire length. Two previous phases have been completed using Federal Aid, beginning at the west City limits and currently ending just east of International Drive. This phase will continue the reconstruction from that terminus through the Middle Road intersection and include any necessary expansion of Middle Road to accommodate the final intersection design. Improvements are anticipated to include a forty-nine foot (49') wide concrete roadway, new storm sewer, a ten foot (10') wide recreational trail, permanent traffic signals and related construction.

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide preliminary engineering and right-of-way / real estate services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

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Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments

Attachment C-1 – Cost Analysis Worksheet

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

Attachment E - Certification of Consultant

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Attachment G - Sample Invoice Form

Attachment H - Consultant Fee Proposal

Attachment I - Subconsultant Scope and Budget

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: to improve the roadway and corridor section for current transportation and multi-modal needs of the corridor. The area has experience recent private develop of adjacent property with a vast increase to transportation need/use. Corridor improvements are to be in accordance with Iowa DOT design policy and consistent with previous corridor improvements.

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:
\$904,823.95

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:
\$131,165.44

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:
Brent Morlok, P.E.

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

1.3.2 The **Consultant's** Designated Representative is:
Morgan Mays, P.E.

1.3.3 The subconsultants retained at the **Consultant's** expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
Klingner & Associates, LLC	\$41,984.24	\$41,984.24	Specific Rate of Compensation
Terracon Consultants, Inc.	\$13,500.00	\$13,500.00	Lump Sum
Tallgrass Archaeology, LLC	\$11,476.20	\$11,476.20	Specific Rate of Compensation
J+M Civil Design, LLC	\$42,330.00	\$42,330.00	Specific Rate of Compensation
Commercial Appraisers of Iowa, Inc.	\$15,000.00	\$15,000.00	Unit Price
Agroval	\$4,875.00	\$4,875.00	Unit Price
Iowa Title Company	\$2,000.00	\$2,000.00	Unit Price

1.4 Time Parameters

1.4.1 The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

1.4.2 Milestones for completion of the work under this Agreement as follows:

1. Preliminary design plans including type/size/location for all structures (preliminary design) and detail elements for a design public hearing and construction right-of-way needs shall be completed and accepted on or before 21 September 2021 or 322 calendar days after

receiving the notice to proceed (whichever is greater).

2. Final design, contract plans and specifications and estimates shall be completed and in a form acceptable to the **Owner** on or before **07 December 2021**.
3. Completion of all work under this agreement shall be on or before **15 February 2022** unless extended by written approval of the **Contract Administrator** or adjusted by supplemental agreement.

1.4.3 The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

1.5 Minimum Qualification Standards (MQS)

1.5.1 The **Consultant** and their subconsultants are required to meet the Minimum Qualifications Standards (MQS) requirements of specified work categories as defined in the Iowa DOT's Policy and Procedure Manual (PPM), Policy No. [300.04](#), at the time of contract execution, and for the duration of the contract. Work under this contract will require the consultant team to meet the requirements of Work Category [218-Traffic Operations Design](#); [312-Engineering Surveying](#); [319-Subsurface Utility Engineering](#); [321-Geological and Geophysical Studies](#); [323-Hydraulic and Hydrologic Studies](#); [351-Environmental Impact Studies](#); [352-Comprehensive Archaeological Services](#); [353-Environmental Impact Specialty Studies](#); [354-Comprehensive Wetland Services](#); [355-Regulated Material Investigation and Remediation Services](#); [362-T&E Species Services](#); [381-GIS Services](#). Failure to meet the requirements during the contract will result in cancellation of any remaining portion of the contract.

1.5.2 All services within this agreement shall be performed by the **Consultant** or subconsultant who meets the MQS of the specified work categories as defined Iowa DOT PPM [300.04](#). If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

- 2.1 Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.2 Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.3 Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the [Scott](#) County District Court of Iowa, [Davenport](#), Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

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

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

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

3.2 **Subconsultant's Responsibilities for Reimbursement.** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

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

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

4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

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

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exception to this requirement is under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

4.2.2 The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

4.3 **Consultant's Endorsement on Plans.** The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 **Progress Meetings.** From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

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

4.6 **Revision of Work Product**

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

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

4.6.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

4.7 **Extra Work.** If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The

Consultant shall not proceed with “Extra Work” without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant’s** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

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

4.9 Responsibility For Claims And Liability

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

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

4.10 Current and Former Agency Employees (Conflicts of Interest)

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

4.11 Suspension of Work under this Agreement

4.11.1 The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant’s** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.

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

4.11.3 In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

4.12.1 The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason

upon not less than thirty (30) days written notice to the **Consultant**.

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

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

4.12.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that [Final Design is complete and accepted by the Iowa DOT, Letting proceedings](#) can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

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

4.14 Assignment or Transfer. The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.

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

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

4.17 Nondiscrimination Requirements.

4.17.1 During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa, Chapter 216. The **Consultant** will not discriminate on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

4.17.2 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this

contract and the regulations relative to nondiscrimination on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

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

4.17.4 The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

During the performance of this contract, the **Consultant**, for itself, its assignees and successors in interest (hereinafter referred to as the "**Consultant**") agrees as follows:

1. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with

respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 The **Consultant** shall pay its subconsultants for satisfactory performance of their work no later than 30 days from receipt of each payment it receives from the **Owner** for such work. If the **Owner** holds retainage from the **Consultant**, the **Consultant** may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

4.18.3 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or

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

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

HDR ENGINEERING, INC.

By Matthew B. Tondl

Date: Sep 29, 2020

Matthew B. Tondl
Senior Vice President

ATTEST:

By Theresa McKinley

Date: Sep 29, 2020

CITY OF BETTENDORF, IOWA

By _____ Date: _____

Robert Gallagher
City Mayor

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization*

By _____ Date: _____

Name _____

Title _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

ATTACHMENT A Scope of Services

Proposal Statement and Objective

This proposal is prepared by HDR Engineering, Inc. (**Consultant**) to provide engineering services for design of the Forest Grove Drive Reconstruction (Phase III) project.

The Scope of Services to be performed by the **Consultant** shall include the following Tasks:

- TASK 1 - CONTRACT MANAGEMENT
- TASK 2 - PRELIMINARY SURVEY / INFORMATION COLLECTION
- TASK 3 - TRAFFIC STUDY
- TASK 4 - PUBLIC REALM CONCEPTUAL DESIGN
- TASK 5 - PRELIMINARY DESIGN
- TASK 6 - RIGHT-OF-WAY / EASEMENT EVALUATION AND DOCUMENT PREPARATION
- TASK 7 - REAL ESTATE SERVICES
- TASK 8 - LETTING ASSISTANCE

TASK 1 CONTRACT MANAGEMENT

1.1. PROJECT ADMINISTRATION

1.1.1. Team Management and Project Control

The **Consultant** shall prepare and submit monthly email updates (1 to 2 pages), outlining the following: activities during the reporting period, activities planned for the following month, problems encountered and recommended solutions, and overall project status. If design work is not progressing in a manner to comply with the anticipated completion date, the **Consultant** shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the City with a desired response date noted to avoid delay of the **Consultant's** services.

This includes task identification, scheduling, task assignment, relating all tasks to the others, and coordination with other members of the project team. The **Consultant** shall inform the City of any services required which may not be included in the scope of the design services contract approved by the City for this Project. It will be the responsibility of the Consultant to make the City aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the City are eligible for compensation.

The **Consultant** will monitor and review updates to the Iowa DOT's Instructional Memorandums (I.M.s), Road Design Manual, Standard Road Plans, Road Design Details. Updates requiring no additional effort on the part of the **Consultant** will be incorporated into the work by the **Consultant**. If the **Consultant** is of the opinion additional effort will be required, the **Consultant** will so notify the **Contract Administrator**, in accordance with Paragraph 4.7. The **Contract Administrator** will provide written approval or disapproval for the **Consultant** to incorporate said update into the work and indicate how payment for such work will be addressed.

1.1.2. Project Management Plan

The **Consultant** shall prepare a Project Management Plan (PMP) for project execution and on-going team guidance and protocols. The following items shall be included:

- 1) Project Purpose and Objectives: similar to scope of services with additional guidance on key decision-making rationale (traffic and drainage considerations, key points for stakeholder and/or City input, etc.).
- 2) Schedule: with task and subtask milestones and deliverables schedule.
- 3) Budget: including but not limited to, task assignments, quality review activity, and project closeout activities.

- 4) Team member roles/responsibilities: including contact information.
- 5) Quality Management Plan: schedule for quality reviews; definition of what is to be reviewed within the deliverable; identified staff and qualifications to complete the review; documentation requirements.
- 6) Design criteria and codes/standards: current Iowa DOT Instructional Memorandums (I.M.s), Road Design Manual and specific Details, Standard Road Plans, City Standards and Details specific to the project.

1.1.3. Quality Control and Management

The **Consultant** shall designate responsibility for implementation and quality control oversight for project deliverables. Designated quality control management shall oversee the individual quality reviews are completed in adherence to the project's Quality Management Plan (QMP).

1.1.4. Project Review Meetings

The **Consultant** shall meet with the City or its designated representative to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The **Consultant** shall create and maintain documentation of all communications. Meetings are assumed to be held as in-person at the City's Public Works facility and attended by the **Consultant's** Project Manager and Project Engineer; meetings may be mutually agreed to as virtually conducted webinars as-appropriate. On-site field reviews are assumed to be conducted during two (2) regularly scheduled Progress Meetings.

The following meetings are included with the scope of work:

- 1) Kickoff Meeting
- 2) Monthly Progress Meetings (12 meetings are assumed, starting in September 2020)
- 3) Utility Coordination Meetings (3 meetings assumed; Kickoff, post-Preliminary Plan; post-Final Plan)
- 4) Design Review and Workshop (to be held 3-weeks prior to Iowa DOT submittal)
 - a. Preliminary Plan (60%)
 - b. Check Plan (95%)
- 5) Progress Meetings at the request of the **Contract Administrator** (2 meetings are assumed)

1.1.5. Progress Reports and Project Invoicing

It is understood by the **Owner** and the **Consultant** that the level and frequency of Progress Reporting shall be mutually established for each project, taking into account the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be provided on a monthly basis.

It is understood by the **Owner** and the **Consultant** that the task detail associated with the 85% budget notification shall be mutually established for each project in relation to the complexity and duration of the work to be performed. For this specific project it is agreed that all work contemplated in the agreement will be considered as one task. It is further agreed that the 85% budget notification requirements will be required for this Agreement based on the volume of work assigned, duration, complexity, and rate of progress anticipated on the project.

Consultant shall create, process, and review invoices to ensure they meet Iowa DOT standards and all necessary information is included. Coordinate with **Owner** staff as necessary and answer any questions. Verify percent work complete on project is in line with percent billed. Includes all other general project administration necessary to complete the project.

Deliverables for Task 1.1:

- 1) [1.1.1] Monthly updates and summary of activities, issue identification and recommended solutions.
- 2) [1.1.4] Meeting agendas and minutes

- 3) [1.1.5] Monthly progress reports and invoicing.

Key Understandings and Assumptions for Task 1.1:

- 1) [1.1.1] Project management services will be provided throughout the duration of the project. The project is assumed to be in accordance with I.M. 3.000 for a Type 2 project classification with up to a 14-month duration. Additional project management services will be required if the period of services is extended or additional services are added as an amendment to this Agreement.
- 2) [1.1.2] The PMP shall be used for internal project management only with distribution to all HDR team members.
- 3) [1.1.3] The PMP from Task 1.1.2 includes a clearly defined QMP process and responsibilities. The Quality Control Manager shall execute the plan on all project deliverables.
- 4) [1.1.4] Up to three (3) HDR staff will participate in monthly progress meetings. Meetings are assumed to last one (1) hour in duration and will be held either in-person or via conference call / webinar. Travel expenses are included in the budget for these progress meetings.
- 5) [1.1.4] Progress Meetings at the request of the Contract Administrator shall be in compliance with paragraph 4.4 of the Contract Terms and Conditions.
- 6) [1.1.5] HDR will assign a Project Accountant to work with the Project Manager to maintain the financial records and compliance with contract requirements of the project. Reference is made to requirements identified in Article 1, paragraph 1.2; Article 3, paragraphs 3.1 and 3.2; Article 4, paragraphs 4.7, 4.15, 4.17, and 4.18 of the Contract Terms.
- 7) All deliverables for this task will be submitted to the City electronically in Microsoft Office or Adobe PDF file format.

1.2. PROJECT COMMUNICATION PLAN

The Communication Plan will include public notices, public meetings, and stakeholder involvement identified below.

The **Consultant** shall develop a project dedicated website.

1.2.1. Stakeholder Coordination – Stakeholder Meetings

The **Consultant** will attend up to three (3) stakeholder meetings, hosted and scheduled by the City. The purpose of the meetings will be to provide an overview and subsequent development updates of the proposed improvements to the surrounding property owners/businesses, and stakeholders, and a discussion of the improvement plan, as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties.

The following Public Notices are anticipated as part of this project:

- 1) Stakeholder Meeting Invitation letter

The City will complete and send all letters for public notices, add information to their website including a link to the project-dedicated website (created and managed by HDR). Stakeholders will be encouraged to respond directly to the City with comments and concerns. The **Consultant** shall assist in tracking stakeholder comments and incorporate suggestions into the project, as appropriate. The meetings are anticipated to be held near the project location or virtually due to COVID-19 restrictions.

The meetings are assumed to be open-house style with a brief presentation conducted in tandem by the **Consultant** and the **Owner**. The **Consultant** shall provide the following services:

- 1) The **Consultant** will prepare meeting materials development, including a brief PowerPoint presentation, up to Five (5) display boards, up to 150 Project Fact Sheet (template provided by the City), three (3) strip maps showing the proposed improvements, and collateral materials (sign-in sheets, nametags, comment forms). Strip Maps shall be printed by the City from Consultant-provided maps.
- 2) Attendance and participation at up to three (3) stakeholder meetings.

1.2.2. Stakeholder Focus Group Meetings

Consultant recognizes that several key stakeholders will be involved in this project. The **Consultant** will reach out to these key stakeholders to identify and address their concerns. Due to the nature of the project, adjacent business operations may be impacted. To account for operations and other potential impacts; it is likely there will be a need to meet one-on-one with the following stakeholders outside of the larger stakeholder meetings. On-Site meetings, phone, email, or a combination of the above will be conducted.

The **Consultant** shall contact and meet with the following stakeholders along the corridor that may be affected by the project:

- 1) TBK Sports Complex;
- 2) Build to Suit, LLC;
- 3) Advance Homes, Inc.

1.2.3. Project Website

Consultant will be responsible for developing and hosting a project webpage. Information will include a project overview and background, schedule, upcoming meetings and associated materials, frequently asked questions and an online comment form. The website will be updated at key milestones throughout the project.

Deliverables for Task 1.2:

- 1) [1.2.1] Summary log of public comments from the Stakeholder Meetings
- 2) [1.2.1] Public Meeting materials identified in 1.2.1.
- 3) [1.2.2] Minutes from Stakeholder Focus Group Meetings
- 4) [1.2.3] Project website content, graphics and hosting

Key Understandings and Assumptions for Task 1.2:

- 1) A project dedicated website will be created by and regularly managed/updated by the **Consultant**.
- 2) For estimation, three (3) Stakeholder Coordination – Stakeholder Meetings are anticipated and include in the scope and fee as identified in Task 1.2.1.
- 3) For estimation, five (5) Stakeholder Focus Group Meetings are anticipated and included in the scope and fee as identified in Task 1.2.2.
- 4) Up to two (2) HDR staff will prepare and participate in each stakeholder meeting, in addition to the Project Manager.

Website Assumptions:

- 5) The website will be developed with HTML, CSS, and JavaScript, and will not be developed as a content management system (CMS).
- 6) HDR will use Hover to register any domains associated with this contract unless otherwise directed by the Client. The Client agrees to [Hover's](#) terms of service
- 7) The website will be hosted on a third-party host unless otherwise directed by the client. HDR will recommend a host based on the requirements of the website. The website files and data will be subject the third party host's terms of service. The Client can take ownership of the hosting account at any time.
- 8) Client will provide images, logo files, color palettes, and branding standards as available.
- 9) Client will provide any required text, documents, and other files as requested by HDR.
- 10) If existing suitable high-res imagery is not available, purchasing of licensed stock images or retention of a photographer are not included in this scope of work and would require additional costs not covered in this contract.

- 11) HDR cannot guarantee 100% uptime of any third party services used, such as external email services, Google services, Esri services, or external content that is framed into the site
- 12) HDR's website will support IE9+, Chrome, and Safari

TASK 2	PRELIMINARY SURVEY / INFORMATION COLLECTION
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2.1. INFORMATION COLLECTION

Objective: Collect existing information from the City of Bettendorf, regulatory agencies, utility providers, and the project site.

2.1.1. Data Collection

Information from the city will be requested and coordinated to obtain all pertinent information to the project site that is available. This includes but is not limited to:

- 1) GIS information including City Utilities, Aerial mapping, known easements, etc.
- 2) Water Main Depths
- 3) CCTV for sanitary trunk sewer
- 4) Existing pavement thickness for any location which is proposed for pavement reconstruction
- 5) Existing traffic signal timing information
- 6) City specific standard details, specifications, and special provisions to supplement the Iowa SUDAS Manual and Iowa DOT Design Manual.
- 7) Other known important information in the project limits

Information from regulatory agencies will be requested and coordinated to obtain all pertinent information to the project site that is available. This includes but is not limited to:

- 1) FEMA Flood Mapping
- 2) Existing HEC-RAS models
- 3) Other shape files from the Iowa DNR

2.1.2. Project Site Visit

Additional information from the project site will be gathered. Conduct one site visit by the **Consultant** team (three HDR staff) to obtain ground level site photos as needed to confirm and document existing conditions, access issues, potential constraints, and verify information collected from the site survey. Identify location of additional survey, if necessary.

2.1.3. Environmental Constraints Mapping

Environmental constraints will be identified and considered in developing concepts for the Forest Grove Drive Reconstruction project. HDR will identify and review databases for potential environmental constraints such as the following:

- 1) Wetlands and other waters of the U.S. (Pigeon Creek);
- 2) Floodplain associated with Pigeon Creek;
- 3) Trails and parks;
- 4) Properties or sites listed in the National Register of Historic Places (NRHP);
- 5) Airports; and
- 6) Leaking underground storage tank sites and other contaminated sites.

HDR will prepare an environmental constraints map based on aerial and desk-top data analysis (no environmental field review is planned) for consideration of preliminary constraints during the initial development of design concepts.

Deliverables for Task 2.1:

- 1) [2.1.3] Environmental Constraints Map

Key Understandings and Assumptions for Task 2.1:

- 1) Travel for two (2) HDR staff is included.

2.2. PRELIMINARY DESIGN SURVEY

The **Consultant** will hire a **Survey Sub-Consultant** (Klingner and Associates) to perform Engineering Survey Services outlined below.

The survey **sub-consultant** shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific design survey tasks to be performed include the following:

2.2.1. Control Surveys

The **Survey Sub-Consultant** will establish horizontal and vertical control for the project area in accordance with the Iowa DOT Survey Standards and the City of Bettendorf Codes and policies. Each permanent control point or benchmark shall have horizontal coordinates or elevation, and shall provide monument tie notes including monument descriptions. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per USGS datum.

The **Survey Sub-Consultant** shall provide sufficient control for construction. If it is determined that control is insufficient for construction, whether destroyed or disturbed, the **Survey Sub-Consultant** shall provide supplemental control points as needed, as part of the construction phase as survey services

2.2.2. Topographic Survey

The Survey Sub-Consultant will perform topographic surveys required for the development of the project. Topographic surveys are anticipated to require detailed elevation information for proper construction installation, including, but not limited to:

- 1) Full width of the Public right-of-way within 100' of an intersection and 50' at driveways.
- 2) All pertinent items between intersections that would contribute to the design of a roadway and all underground infrastructure including but not limited to: Edge of traveled way, roadway ditches, culvert pipe, curbs, etc.
- 3) Private properties and areas within easements as determined by the consultant
- 4) Driveway elevations where rehabilitation presents elevation concerns
- 5) Gutter and/or roadway profiles as necessary for drainage concerns or ultimate roadway profile condition needs.
- 6) Sidewalk ramps and landings within the public right-of-way.
- 7) Fences, signs, buildings, retaining walls, planters, etc.
- 8) Vegetation 4" diameter and larger – includes tree diameter/unit measurement for removal quantification.
- 9) Visible utility appurtenances likely to be impacted by the project
- 10) Traffic signals, traffic control boxes, etc.
- 11) Sanitary and storm sewer rim and at grade elevations, invert elevations, and flow directions, within the project limits and the next structure upstream and downstream (outside of the project limits).

- 12) Photography and inventory of each structure within the project limits

2.2.3. Utility Surveys

Public and private utility facilities will be identified through the Iowa ONE-CALL process. The survey sub-consultant shall perform utility surveys required for the development of the project. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Survey Sub-Consultant shall field locate visible valves, manholes, handholes, and utility access within the project limits to accurately account for adjustment and/or replacement. Underground utilities will be incorporated into the project through map requests to the utility companies and drawn into the design file. This work will be considered survey quality level "B", per CI/ASCE 38-02. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including power poles, pedestals, valves and manholes).

To minimize potholing needs, the Survey Sub-Consultant shall remove existing water main valve covers and measure from the surface to the valve stem to estimate water main depth. Utilities will be identified from surface utility locates and existing utility maps.

The Survey Sub-Consultant shall provide an excel spreadsheet and summary of each utility within the project area, utility maps which were collected through the Iowa One Call process, and contact information for each utility identified. The Survey Sub-Consultant shall verify owners of each utility surveyed to the extent possible to facilitate in the preliminary design.

2.2.4. Boundary Survey

The **Consultant** will hire a **Survey Sub-Consultant** (Klingner and Associates) to perform Right-of-Way / Easement Services outlined in TASK 6.

The **Survey Sub-Consultant** shall determine the location of existing Right-of-Way (ROW) and identify property owners adjacent to the project. This task consists of researching record documents at the City and County and locating existing monumentation (including, but not limited to, property pins, right-of-way monumentation, section corners, and other monuments) along the corridor. All found monuments shall be shown on the H-Sheets in the contract drawings.

Deliverables for Task 2.2 (Survey Sub-Consultant to Consultant):

- 1) [2.2.1] Control point summary and control points included in digital file identified in Task 2.2.1.
- 2) [2.2.2] Digital survey file in AutoCAD Civil 3D format which includes items identified in Task 2.2.2
- 3) [2.2.3] Photography and inventory of each structure
- 4) [2.2.3] Utility survey with line-types specific to each utility owner
- 5) [2.2.3] Excel summary of utilities and existing utility maps
- 6) [2.2.4] Digital survey file in AutoCAD Civil 3D format which includes items identified in Task 2.2.4.

Key Understandings and Assumptions for Task 2.2:

- 1) Potholing / hydro excavation for depths of existing utilities will not be included in the utility survey work. Utilities will be located from available utility maps and field locates.

2.3. GEOTECHNICAL INVESTIGATION

The **Consultant** shall hire a geotechnical **sub-consultant** (Terracon) to perform the geotechnical services associated with the project. The **sub-consultant** shall provide the necessary geotechnical field, lab and office work for sufficient information and geotechnical analysis and design of the following items:

- 1) The suitability of materials obtained from project cuts, borrows, channel changes, and/or other locations for use in embankments or other project features.
- 2) The design of the roadway and pavement sections, including foreslopes and backslopes.

- 3) The need for subgrade treatment, the type of treatment required, the location of select soils and quantities available, the need for and design of drainage features, the need for and design of geotechnical remediation, and other items as needed.
- 4) The foundation conditions for proposed embankments and other structures (i.e. light foundations, high-mast structures), with the strength, consolidation, and other characteristics of the subsurface profile sufficiently determined for geotechnical analysis and design of all necessary geotechnical remediation.
- 5) Stability of cuts, embankments, and/or other project features.
- 6) Other items as may be necessary.

The geotechnical services shall be in accordance with Iowa DOT Geotechnical Design guidelines. The subsurface findings and recommendations shall be utilized for and incorporated into the final design, plan sheets, and other project documents by the **Consultant** (HDR).

2.3.1. Pavement Cores/Borings and Geotechnical Investigation

Within the current project limits, the following Table 1: Schedule of Borings are anticipated:

Table 1: Schedule of Borings

EXPLORATION AREA	NO. OF BORINGS	BORING DEPTH	COMMENTS
Roadway	7	10'	<u>Soil Cuts/Fills < 10-feet:</u> Core holes at about 400-foot intervals in each lane, staggered pattern. <u>Soil Cuts/Fills > 10-feet:</u> Core holes at about 200-foot (cut) or 100-foot (fill) intervals in each lane, staggered pattern. <u>Min Depths:</u> > 6-feet below proposed ditch elevation
Intersections	3	40'	(1) boring each for the following: • Forest Grove / Middle Rd. • Forest Grove / Championship Dr. • Middle Rd. / Competition Dr.
Misc. Structures	2	20'	Light Poles / High Mast Structures that will be supported on deep foundations; cross-road culverts

The **sub-consultant** shall create any Work Plan or site reconnaissance as-appropriate prior to conducting field investigation. **Sub-consultant** shall complete all coordination necessary with property owners and obtain any required right-of-entry / permits, shall coordinate with IOWA ONE-CALL for utility locate services, shall provide traffic control during drilling operations (if-necessary), and backfilling borings in accordance with state requirements. Traffic control shall be completed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) standards. The survey sub-consultant shall document the actual boring locations and surface elevations.

Drilling sub-consultant shall be responsible for drilling and logging borings, sampling, in-situ testing and laboratory testing under the direction of the **Consultant**. The drilling **sub-consultant** shall also be responsible for recording the water level readings during and after drilling, including stabilized water levels in boring where groundwater is encountered. No groundwater monitoring wells are proposed for this work. The **sub-consultant** shall prepare the final boring logs and laboratory data sheets.

Laboratory testing will include the following items:

- 1) Moisture Content, Atterberg limits, organic content, and percent passing the #200 sieve, on the representative portions of subsurface materials.

2.3.2. Geotechnical Evaluation and Summary Report

The **sub-consultant** shall review the preliminary results of the subsurface investigation as work is completed and will coordinate with **Consultant** to modify the investigation program if necessary. The **sub-**

consultant shall prepare and submit an electronic version of the final geotechnical report to the **Consultant**. The geotechnical engineering report will provide the following:

- 1) Boring logs with field and laboratory data
- 2) Stratification based on visual classification
- 3) Subsurface water levels observed during and after the completion of drilling
- 4) Site Location and Exploration Plan
- 5) Subsurface exploration procedures
- 6) Description of subsurface conditions
- 7) Earthwork recommendations, including site preparation and subgrade treatment options
- 8) Recommended support modulus of subgrade reaction (k) for pavement
- 9) Below pavement drainage considerations

Deliverables for Task 2.3:

- 1) [2.3.1] Site Characterization – findings of the site exploration;
- 2) [2.3.2] Geotechnical Report – recommendations and geotechnical engineering report

Key Understandings and Assumptions for Task 2.3:

- 1) **Consultant** and **Owner** shall provide **sub-consultant** with a preliminary roadway design with vertical profile, horizontal alignment, and geometrical footprint for use in developing a subsurface Work Plan.
 - a. Existing Improvements: The existing roadway is a two-lane city street.
 - b. Current Ground Cover: asphalt cement concrete pavements, grass in proposed new pavement lanes.
 - c. Existing Topography: Based on the preliminary plan/profile set provided, the proposed centerline is gently rolling with less than 10 feet of grade change along the proposed centerline.
 - d. Site Access: the site and boring locations will be accessible to ATV-mounted drilling equipment.
 - e. Planned Construction:
 - i. Project Description: Forest Grove Drive is being widened to add a bidirectional turn lane and/or dedicated right-turn lanes from west of Friendship Path to Middle Road, with additional improvements along Middle Road from just south of the Forest Grove intersection extending north through the intersection of Middle Road and Competition Drive. New light poles/high mast structures are also anticipated and will be supported on deep foundations.
 - ii. Grading: final grades are expected to be within 3 feet of existing grades
 - iii. Pavements: The improved Forest Grove Drive is expected to include portland cement pavements with a drainable aggregate base and sub-drain system. Maximum cut/fill on the order of 3 feet is expected.
- 2) The anticipated pavement type and thickness is 10-inch portland concrete cement (PCC).
- 3) The proposed roadway is anticipated to be a 49-foot wide concrete urban roadway section, an extension of the previous phase of Forest Grove Drive (to the west), which features a 3-lane cross-section with a continuous two-way (bi-directional) left turn lane and on-street designated bike lanes. The roadway section will also feature a 10-foot wide shared-use path (SUP) on the south side of Forest Grove Drive.

- 4) Subgrade treatment is anticipated, based on prior corridor work that has required extensive subgrade treatment/stabilization. Remedies at that time included over-excavation and backfill, portland cement concrete stabilization, lime stabilization and treatment for optimum moisture and compaction control and geogrid use.
- 5) Subsurface exploration (borings) shall be performed outside of the typical traveled-way (i.e. shoulders, ditch-line, etc.). Off-set as-necessary to provide safe clearance from overhead utilities.

TASK 3 TRAFFIC STUDY

The study area for the traffic analysis tasks include the following intersections:

- 1) Forest Grove Drive / Middle Road
- 2) Forest Grove Drive / Championship Drive
- 3) Forest Grove Drive / Friendship Path
- 4) Middle Road / Competition Drive

3.1. TRAFFIC DATA COLLECTION

The following data will be collected and reviewed to support traffic evaluation:

- 1) 2019 traffic counts at Forest Grove Drive / Middle Road (collected by Snyder and Associates) - HDR has already received these counts prior to scoping.
- 2) Collect new 8-hour traffic counts at:
 - a. Forest Grove Drive / Middle Road – This new count will capture westbound left-turn traffic that was omitted in the 2019 count and be used to capture recent growth in the area.
 - b. Forest Grove Drive / Championship Drive
 - c. Forest Grove Drive / Friendship Path
 - d. Middle Road / Competition Drive
- 3) Crash data from the most recent five years of completed crash records (likely 2015-2019)
- 4) Relevant traffic studies
 - a. I-80 / Middle Road Interchange Justification Report
 - b. Traffic Impact Studies for developments surrounding the Forest Grove Drive / Middle Road intersection

Deliverables for Task 3.1:

- 1) Miovision traffic count reports.

Key Understandings and Assumptions for Task 3.1:

- 1) In the event that traffic impact studies for developments surrounding the project area not be complete, data on future conditions will be derived from the Bi-State Regional Commission Travel Demand Model.
- 2) Traffic counts shall be collected at three (3) intersections and analyzed for a single 24-hr period.

3.2. TRAFFIC ANALYSIS

3.2.1. Traffic Volume Development

Traffic volumes will be developed for traffic analysis study intersections for the AM and PM peak hours of the following scenarios to support traffic evaluations:

- 1) Existing conditions

- 2) Year 2050 (year 2045 may be supplemented in place of 2050 for future year traffic evaluations if the updated Bi-State Regional Commission (BSRC) Travel Demand Model is not yet available)
- 3) Interim years (years to be determined during the project)

Recent counts and new counts collected with this project will be used to develop existing traffic volumes. The **Consultant** will coordinate with the Bi-State Regional Commission (BSRC) and Iowa DOT Systems Planning Bureau to obtain the latest future year 2050 forecasts along Forest Grove Drive and Middle Road around the study intersection. The **Consultant** will develop year 2050 AM and PM peak hour volumes based on existing counts and provided forecast information. Interim year volumes will be developed for up to two interim years to support decisions on trigger points for expandable improvements needed for year 2050 volumes that may not be needed for several years beyond opening year. Interim year volumes will also be used to determine points in time when traffic signals may be warranted based on peak hour traffic volumes. Interim year volumes will be interpolated between existing and year 2050 volumes.

3.2.2. Traffic Safety Evaluation

A review of crashes at traffic analysis study intersections from the most recent five years of completed crash records will be completed. Crash rates will be calculated and compared to recent statewide rates. Manner and cause of crash will be summarized, and crashes will be reviewed for trends. For locations identified to have high crash rates, high rate of severity or trends, mitigation strategies will be reviewed for potential incorporation into the preliminary design.

3.2.3. Traffic Operations Analysis

Traffic operations analysis will be completed for traffic analysis study intersections for the AM and PM peak hours of the following scenarios:

- 1) Existing Conditions
- 2) Year 2050 No-Build
- 3) Year 2050 Build (up to three geometric/traffic control strategies at each traffic analysis study intersection)
- 4) Interim Year Build (year to be determined during the project)

Operations analysis will be completed with Synchro 10 software. Supplemental operations analysis of roundabout solutions will be completed with SIDRA INTERSECTION 8. The traffic analysis will include signal warrant evaluations for traffic analysis study intersections for year 2050 (or interim years if it is apparent that traffic signals are needed and warranted for year 2050 peak hour volumes). The traffic analysis will be used to make recommendations on turn lane storage length for the preliminary design.

3.2.4. Intersection Geometric Concept Layouts

Based on traffic operations analysis results, develop intersection geometric concepts at each traffic analysis study intersection. The number of intersection concepts assumed to be developed by location:

- 1) 3 concepts at Forest Grove Drive / Middle Road (2 signalized, 1 roundabout)
- 2) 1 concept at Forest Grove Drive / Championship Drive
- 3) 1 concept at Forest Grove Drive / Friendship Path
- 4) 2 concepts at Middle Road / Competition Drive (1 signalized and 1 roundabout)

Qualitative review of pedestrian and bicycle needs for the area will also be conducted to support concept development with appropriate pedestrian and bicycle facilities. Concepts will use aerial photography base mapping and schematically depict the horizontal geometric features of the intersection and transitions to surrounding conditions. Preliminary roadway profiles will be developed from surfaces generated from the statewide LiDAR data, only in an effort to check feasibility of concept. The level of design at this stage of project development will be about 10% complete.

3.2.5. Traffic Analysis Documentation

A draft and final traffic analysis memorandum will be developed to document the activities, methodologies, results and conclusions of the traffic analysis. The final version of the memorandum will incorporate one round of comments from the City of Bettendorf.

Deliverables for Task 3.2:

- 1) Draft Traffic Analysis Technical Memorandum
- 2) Final Traffic Analysis Technical Memorandum
- 3) Intersection Concept Layouts at 100 scale on 11"x17" Sheets (PDF file)

Key Understandings and Assumptions for Task 3.2:

- 1) No traffic signal, landscaping, storm sewer, roadway drainage, nor lighting design will occur at this level of study.

TASK 4 PUBLIC REALM CONCEPTUAL DESIGN

4.1. CONCEPTUAL DESIGN KICK-OFF MEETING

This task entails holding a Kick-Off Meeting for the public realm design phase of the project. During the meeting, to be held virtually via an online platform (ex: Zoom or Webex), the Consultant's design team will introduce themselves to the Client and Key Stakeholders (if applicable). The design team will also request base data and discuss the vision, goals, and schedule for the project.

4.2. DATA COLLECTION AND BASE MAPPING

Relevant information and data needed for the conceptual design effort will be collected during this phase. Successful acquisition of appropriate information at this early stage will facilitate all later phases of the project. Working with the Client, we will identify key information to be collected and transmitted to HDR, most notably the topographic survey file of the project area. If available, any plan drawings or renderings depicting the planned development along the east side of Middle Road would be provided to the Consultants at this stage.

The HDR Team will create a digital base map for use on the project by compiling the various digital drawing files. This AutoCAD file will be used as the working base map for the conceptual design effort as well basis for developing the Construction Documents for the project. Prints and displays at various scales will be used for the public realm design phase.

4.3. PUBLIC REALM ANALYSIS

Utilizing the AutoCAD base file, the Consultant will conduct a cursory inventory and analysis of the existing public realm facilities. Included will be streetscape elements, utilities and infrastructure, and adjacent developments, both constructed and planned. This analysis will identify existing conditions and help determine potential streetscape opportunities. The results of this analysis will help guide the design concepts to be developed and refined in later tasks.

4.4. PUBLIC REALM DESIGN WORKSHOP

The Consultant will create a conceptual streetscape design for the public realm improvements along the segments of Forest Grove Drive and Middle Road within the project area, based on input from the previous Tasks 3, 4.1, 4.2, 4.3, during a 2-day internal workshop. The improvements could include decorative light poles/fixtures, signage and wayfinding elements, specialty paving, native landscaping, and green infrastructure components. In addition, the location and aesthetics of a gateway feature along Middle Road, as well as the alignment and general design of a possible pedestrian bridge over or an enhanced tunnel under Middle Road, will be studied. Concepts will be generated during the day, and tested during pin-up sessions. The Consultant team will include landscape architects, urban planners, site/civil, structural, and traffic engineers. The workshop schedule is tentatively planned as follows:

Day One: Multiple concepts for the streetscape elements, gateway features, and possible bridge/tunnel will be created on the first day. Based on feedback during the evening pin-up session, two concepts will be advanced on the second day.

Day Two: Two concepts will be refined on the second day. Based on feedback during the evening pin-up session, one concept will be selected as the preferred concept alternative.

The preferred concept will encompass a cohesive aesthetic design for the streetscape along both streets. The descriptive drawings, including plans, street sections, and diagram vignettes, along with photos of streetscape design precedents, will be prepared ahead of a virtual presentation to the Client and Key Stakeholders.

4.5. CLIENT PRESENTATION & REVIEW

Following the workshop, the Consultant design team will prepare a digital presentation that includes all design drawings imagery of the preferred concept to the Client and Key Stakeholders via an online virtual meeting. The Client and Key Stakeholders will be provided the presentation and time to internally review and compile comments regarding the preferred concept design. Recommended revisions/refinements will be provided to the Consultant. If an in-person presentation is preferable to the Client, then up to three (3) members of the Consultant team would attend the review meeting.

4.6. PREFERRED CONCEPT REFINEMENT & PHOTO-REALISTIC RENDERINGS

The Consultant design team will digitally refine the preferred concept design of the streetscape, gateway features, and possible bridge/tunnel based on feedback from the Client and Stakeholder review. The team will advance appropriate drawings and renderings. Drawings will be put into AutoCAD and digitally rendered. In addition, the location/view of two (2) photo-realistic renderings that highlight the streetscape along Forest Grove Drive and the gateway feature and bridge/tunnel across Middle Road will be selected. The renderings will be a high-quality source file appropriate for large-scale printing, as well as image files (jpg and pdf) suitable for inclusion in PowerPoint presentations or marketing documents by the Client. The renderings and associated callouts will provide the public with a representation of what the completed project could look like.

4.7. PREFERRED CONCEPT DESIGN GRAPHICS BOOK

A Graphics Book, which will be a comprehensive, “illustration-heavy” document highlighting the preferred concept design of streetscape, gateway features, and pedestrian bridge or tunnel, will be prepared by the Consultant. This document will summarize the results of the design process, and contain the all drawings and supporting text describing the design. The Graphics Book should provide the Client with an informative document for use in public information meetings, the project website, and project landscaping design.

Deliverables for TASK 4:

- 1) Workshop Summary and Preferred Concept Presentation (PDF Files)
- 2) Design Graphics Book (PDF Files), to include:
 - Rendered Preferred Concept Plan with informative callouts
 - Supporting graphics (i.e. sections, diagrams, vignettes, etc.)
 - Two (2) Photo-realistic renderings

Key Understandings and Assumptions for TASK 4:

- 1) No detailed landscaping, structural, nor lighting design will occur at this level of study.
- 2) No refinement of landscaping concept is anticipated as a result of public information meetings or other public engagement efforts.
- 3) All deliverables produced during this Task will be submitted in digital format. If specific graphics/drawings are desired by the Client to be printed by the Consultant, and additional cost will be added to this Agreement.

TASK 5 PRELIMINARY DESIGN

5.1. ESTABLISH DESIGN CRITERIA

The **Consultant** shall prepare design criteria to be used in developing preliminary plans and used for the completion of Iowa DOT Form 517001 (Concept Statement). With Forest Grove Drive and Middle Road being the sole jurisdiction of the City of Bettendorf and in order to meet the Iowa DOT design criteria for a Federal-aid project the following criteria that will be used is listed below:

- 1) Applicable Instructional Memorandums, including I.M. 3.400 Preliminary Plans.
 - a. Content and Format: Preliminary plans shall be prepared in accordance with [Attachment A](#), Preliminary Plan Guidelines, and [Attachment B](#), Preliminary Plan Checklist.
- 2) Iowa Statewide Urban design and Specifications (SUDAS) [Design Manual](#), Chapter 5, for urban design guidance.
- 3) Bicycle and Pedestrian Facility Projects: Iowa DOT Design Manual Chapter 12A and 12B minimum values
- 4) ADA requirements: 2010 ADA Standards for Accessible Design (ADAAG) with recommended supplement; 2011 Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).
- 5) City of Bettendorf Codes and Policies, including applicable [Standards and Detailed Drawings](#).

A summary of design criteria will be established using the manuals and reference documents listed above. Criteria will be used to develop the Concept Statement form in collaboration with desktop environmental reviews under Task 5.3.2.

5.2. UTILITY COORDINATION

The **Consultant** will develop preliminary plans for the purpose of coordinating with existing utility owners in the corridor. **Consultant** will coordinate with the City and utility companies to discuss location of facilities and potential impacts as a result of the project, review utility relocation plans prepared by the utility company; and help facilitate a schedule with the City and utility companies to perform relocations prior to the project construction. Tasks associated with utility coordination are listed below:

- 1) Create a summary and tracking log for potential utility conflicts.
- 2) Identify and coordinate utility conflicts that interfere with proposed construction.
- 3) Notify and keep utility companies updated with project timelines and relocation dates.
- 4) Attendance of one (1) HDR staff at two (2) Joint Utility Meetings. The Joint Utility Meetings will be to introduce the project to utility companies so companies affected can plan and budget for the relocation.
 - a. Joint Utility Meeting – Kickoff (may be in alignment with ‘Project Kickoff’ meeting);
 - b. Joint Utility Meeting – post-Preliminary Plan submittal

Deliverables for Task 5.2:

- 1) Meeting Minutes from Utility Coordination Meetings

Key Understandings and Assumptions for Task 5.2:

- 1) Travel for one (1) HDR staff is included for the two (2) Joint Utility Meetings.
- 2) **Consultant** will lead all public utility correspondence efforts (i.e. e-mails, phone calls).

5.3. PERMITS AND ENVIRONMENTAL REVIEW

5.3.1. Cultural Review

The **Consultant** will hire a **Cultural Sub-Consultant** (Tallgrass Archaeology LLC [DBE qualified]) to perform Cultural Resource services which are required and outlined in the NEPA Process.

Phase I Intensive Archaeological Investigation will be needed for this project area because the majority has not been previously surveyed and at least half of the project area has not been impacted by development other than cultivation through the years. All Phase I investigations include background research into the project area to assess previous surveys, land-use and modifications to the landscape, and the potential for archaeological sites based on landform development and archival and other documentary information. The field investigation will adhere to the current guidelines for Phase I survey as approved by the Association of Iowa Archaeologists in 2018. At a minimum, an intensive pedestrian surface survey at the prescribed intervals will be needed in the cultivated fields, with some soil coring and subsurface testing needed to examine soil development and assess any archaeological sites identified on the surface. There appears to be no potential in this project area for sites in a deeply buried context, so conventional surface survey and shovel testing will be adequate. Any archaeological sites identified will require systematic shovel testing at intervals of 10 meters or less to assess site integrity and significance. The field results will be summarized in a project report that adheres to AIA guidelines and will include site descriptions and evaluations using the integrity considerations and significance criteria of the National Register of Historic Places (NRHP). Recommendations will be made concerning potential NRHP eligibility of the identified, with additional recommendations made concerning the need for additional archaeological investigation or for no further investigation if no sites or no significant sites are found to be present within the project area.

Deliverables for Task 5.3.1 (Cultural Sub-Consultant to Consultant):

- 1) Phase I Archaeological Report

Key Understandings and Assumptions for Task 5.3.1:

- 1) Scope and Fee anticipates that no historic architectural surveys would be required due to review of aerial photography showing the past structures were demolished and no structures of 45 years of age or older are present in the project area. Additionally, the Scope and Fee assumes that no further archaeological investigations will be required. If either are required, additional scope and fee will be submitted for that work.
- 2) In-Person visits to Iowa DOT or Iowa SHPO are not anticipated.

5.3.2. Iowa DOT Form Completion

Funding for the project is partly derived from a Federal State Transportation Block Grant, requirements of NEPA and other applicable environmental acts apply to the project. HDR assumes a Categorical Exclusion will be the appropriate level of NEPA documentation for the project (see Task 5.3.4). Per Iowa DOT's Federal-aid Project Development Guide, HDR environmental staff will complete blocks 9 through 21 of Iowa DOT Form 517001 (Concept Statement; new form issued March 2020), with HDR engineering staff completing the remaining blocks. HDR will also complete Form 760005 (Determination of Effect for Threatened and Endangered Species).

Deliverables for Task 5.3.2:

- 1) Draft and Final Iowa DOT Forms
 - a. Form 517001 (Concept Statement); and
 - b. Form 760005 (Determination of Effect for Threatened and Endangered Species)

5.3.3. Environmental Resource Studies

HDR will conduct a stream and wetland delineation (see Task 5.3.3.1), and determine if impacts on wetlands, Pigeon Creek, and other waters of the U.S. would occur under the proposed project. If the project would cause wetland or stream impacts, HDR will coordinate with the Rock Island District U.S. Army Corps of Engineers (USACE) regarding a Section 404 Clean Water Act permit for the project. It is anticipated that the likely impacts would be addressed with a Section 404 Nationwide Permit #14 (see Task 5.3.5). Other activities in consideration of Section 404 permitting include a field investigation for

threatened and endangered species and habitat (see Task 5.3.3.2), and a cultural resources (archaeological) review along with coordination with the Iowa State Historic Preservation Office (SHPO) through Iowa DOT (see Task 5.3.3.3).

5.3.3.1. Stream and Wetland Delineation

HDR will visit the Project site to determine if waters of the United States (US), including wetlands, are present within and adjacent to the planned project. HDR will review existing resources prior to field delineation. The site visit will be conducted by a qualified wetland scientist and during the recognized growing season unless otherwise approved by an Iowa DOT water resources specialist. Delineation methods shall be in accordance with the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual; and USACE Midwest Regional Supplement.

For purpose of scope and fee development, HDR assumes the following study area for the delineation. Along the project alignment, the study area extends 50 feet beyond limits of construction (LOCs) or within ROW whichever is farther from the roadway centerline. A delineation will be performed for known construction access, staging, stockpiling, or waste disposal areas.

HDR will plot the data on aerial photographs in GIS. Data plotted on aerial photographs will include project environmental study area boundaries and project delineation limits. Data will include wetland boundaries, wetland types, ordinary high water mark, and location of data collection points, photographs, and wetland acres. The map will be drawn to a scale of 1-inch = 200-feet. The delineated data will be brought into the project GIS. Documentation of wetlands and other waters of the U.S. will be provided and documented on Water of the U.S. Determination Data Forms. Photo documentation will be taken at all wetlands, sample locations, and identified waters of the U.S. HDR will prepare a report including the findings of the delineation, and provide the report to the City of Bettendorf for approval.

Deliverables for Task 5.3.3.1:

- 1) Draft and Final Stream and Wetland Delineation Report

5.3.3.2. Threatened and Endangered Species Habitat Review

In conjunction with the stream and wetland delineation, threatened and endangered (T&E) species habitat surveys will be conducted in support of preparing the T&E species effect determination form (760005). Based on the federally listed species identified in the study area by the USFWS Information for Planning and Consultation (IPaC) tool, HDR will perform a T&E species habitat survey in the study area. The results of the habitat survey will be documented in a memorandum. The findings will be documented in the effect determination form, coordinated with Iowa DOT for approval, and incorporated in the Categorical Exclusion.

Deliverables for Task 5.3.3.2:

- 1) Draft and Final T&E Species Habitat Memorandum

5.3.3.3. Cultural Resources Review

HDR will oversee Tallgrass Archaeology's efforts in gathering background cultural resource data, conducting background research, coordinating with Iowa DOT cultural staff, conducting a field review, and preparing an Archaeological Phase I Report. These documents will be submitted to Iowa DOT for their review and submittal to the SHPO. The results of the reports will be coordinated with Iowa DOT for approval, who will coordinate an effect determination for approval by the SHPO. The approved results will be incorporated in the Categorical Exclusion.

Deliverables for Task 5.3.3.3:

- 1) Draft and Final Archaeological Phase I Report

5.3.3.4. Regulated Materials Review

HDR will conduct a regulated materials review for potential sources of contamination in the study area and their likelihood to impact, and be impacted by, project construction. HDR will review various state and federal databases, historic aerial photographs, and other sources to identify

potential contamination sources through a desktop process, and characterize them as recognized environmental conditions (RECs).

The study area will be subsequently reviewed via a windshield survey to affirm findings of the desktop review, and identify any additional RECs. No sampling and analysis of soil, water, or other materials are proposed. Photographs will be taken during the windshield survey to document REC locations. REC locations will be incorporated into the project GIS. RECs will be assigned an Iowa DOT risk category of High Risk, Moderate Risk, Low Risk, or Minimal Risk. The review will be documented in a Regulated Materials Review Report for approval by the City of Marion and Iowa DOT.

Deliverables for Task 5.3.3.4:

- 1) Draft and Final Phase Regulated Materials Review Report

5.3.4. NEPA Documentation

In consideration of the type of project and the minimal anticipated constraints and controversy related to the project, HDR believes that the NEPA requirements would be fulfilled with the completion of an Evaluated Programmatic Categorical Exclusion, which we will prepare and coordinate with the City through Iowa DOT approval.

Deliverables for Task 5.3.4:

- 1) Draft and Final Evaluated Programmatic Categorical Exclusion

5.3.5. Environmental Permits

HDR will prepare a Joint Application Form for Iowa for submittal to Iowa Department of Natural Resources (Iowa DNR) and USACE for Iowa DNR Section 401 Water Quality Certification and a Section 404 Nationwide Permit.

5.3.5.1. Joint Application for Iowa

Pre-Application Meeting. HDR will discuss with Iowa DOT the necessity of a pre-application meeting. If required, HDR will conduct a pre-application meeting via teleconference with the USACE, Iowa DNR, Iowa DOT, City of Marion, and other interested resource agencies to discuss the stream and wetland delineation and other issues relating to fill and disturbance impacts. HDR will prepare and distribute draft minutes, and address comments and distribute final minutes.

Joint Application Package. HDR will prepare a Draft Joint Application Package for a Section 404 Nationwide Permit and Section 401 Water Quality Certification. This application package will include a complete project description, documentation of impacts on all wetlands and waters of the US, and wetland and stream channel mitigation (if warranted based on the amount of impact). Electronic files of the documents will be submitted to the City of Bettendorf and Iowa DOT for review and approval. HDR will revise materials per comments and resubmit a subsequent draft to the City of Bettendorf and Iowa DOT for review and approval.

Joint Application Package to USACE Rock Island District and Iowa DNR. HDR will prepare and submit the electronic files and hard copies of all permitting materials to USACE Rock Island District and Iowa DNR. HDR will address any USACE and Iowa DNR comments and revise and resubmit the joint application package for USACE and Iowa DNR approval and issuance of permits.

Green Sheet. HDR will compile environmental commitments, such as abiding with Section 404 and NDPES permit requirements, in an Iowa DOT Green Sheet.

Deliverables for Task 5.3.5.1:

- 1) Meeting Minutes from Pre-Application Meeting
- 2) Draft and Final Joint Application for Iowa
- 3) Draft and Final Green Sheet

5.3.5.2. NPDES Permit Application Notice of Intent

The **Consultant** will draft project description and boundary information for the Contractor's use (i.e. template SWPPP document). The **Consultant** will publish a public notice of stormwater discharge and draft a NPDES Permit Application Notice of Intent (NOI) with Iowa DNR for coverage under a General Permit No. 2. Per Iowa DNR requirements, the Consultant will develop plan sheets (RC-, RR, and RU-Sheets) to address intended erosion control plan, with explanation of responsibilities, as well as supplementary data and information on the project for the Contractor to use to develop their site-specific SWPPP addressing the construction activities associated with the reconstruction of Forest Grove Drive.

Deliverables for Task 5.3.5.2:

- 1) Public Notice and Notice of Intent (NOI)
- 2) Template SWPPP Document (for future Contractor-specific site-SWPPP)

Key Understandings and Assumptions for Task 5.3:

- 1) [5.3.2] HDR will download latest Iowa DOT forms from their website for use and will base form content on recent approved examples
- 2) [5.3.3.1] HDR plans to conduct the delineation and threatened and endangered species habitat review with two (2) staff over one day.
- 3) [5.3.3.2] HDR will run the IPaC tool to identify potential species before conducting the field review. The field habitat review would be conducted by the same staff during the wetland delineation visit.
- 4) [5.3.3.3] HDR will contact Iowa DOT to confirm their cultural contact for coordination with Tallgrass Archaeology. HDR will provide a review of the report prior to submittal to the Iowa DOT. HDR will provide project information and shapefiles for use by Tallgrass Archaeology.
- 5) [5.3.3.4] HDR will review databases before conducting a field visit, review sites listed in the database, and supplement the list of sites with any new findings.
- 6) [5.3.4] HDR will coordinate with Iowa DOT to acquire a recent example of an approved Evaluated Programmatic Categorical Exclusion, and will base the proposed document on the approved example. If the findings of environmental reviews warrant a different level of Categorical Exclusion or a different classification of NEPA documentation, HDR will coordinate with the City and determine if a supplement would be needed to complete NEPA compliance.
- 7) [5.3.5] HDR assumes that the pre-application meeting attendance could occur via a teleconference.
- 8) [5.3.5] HDR assumes that the project improvements can qualify under a Nationwide Permit. If a Section 404 Individual Permit is required, additional scope would be defined and a supplement to this Agreement would be negotiated.
- 9) [5.3.5] HDR will base the draft SWPPP information on current Iowa DNR and EPA guidelines. It will be provided in draft form for the City to pass on to the selected construction contractor for their optional use and creation of a SWPPP to account for their proposed construction methods.
- 10) [5.3.5] HDR will base the Green Sheet on a suitable example Green Sheet acquired from Iowa DOT.
- 11) [5.3] From the current desktop review, it is anticipated that hazardous materials/contaminated soil will not be uncovered or impacted. If hazardous materials/contaminated soil are found, scope and fee will be developed for the further environmental tasks and mitigation measures.
- 12) [5.3] Based on equipment heights being less than existing permanent structures and no proposed improvements being installed higher than existing structures, No FAA Review will be needed.

5.4. PRELIMINARY PLANS

5.4.1. Preliminary Plan Preparation

The **Consultant** shall develop Preliminary Design Plans for the project's design development. Upon completion, the design plans will be approximately 60% complete. The submittal of Preliminary Plans shall be completed on or before the date schedule as outlined in the "Schedule" below.

Plan sheets to be included with the Preliminary Plans will include required information as outlined by DOT plan standards. Plans will be at a 60% design level but will encompass fundamental design elements. The Preliminary plan sheets that will be submitted as part of the deliverable are summarized below. Plan and profile sheets will be half-sized (11"x17" and typically 1"=40' Scale):

Table 2: SUMMARY OF ESTIMATED PLAN SHEETS

SHEET DESIGNATION	SHEET DESCRIPTION	EST. NO. OF SHEETS
A-Sheets	Title Sheet, Location Map	2
B-Sheets	Typical Cross Sections and Details	6
C-Sheets	Quantities and General Information - project description - estimated project quantities - estimate reference information - standard road plans - index of tabulations - general notes - tabulations	19
C-Sheets	Drainage Structure Quantities Tabulations	1
CR-Sheets	Removal Sheets	9
CS-Sheets	Geotechnical Quantities Tabulations	1
D-Sheets	Mainline Plan and Profile Sheets - plan and profile legend and symbol information sheet - mainline plan and profile sheets	6
E-Sheets	Side Road Plan and Profile Sheets	3
ED-Sheets	Drainage Channel Plan and Profile Sheets	2
F-Sheets	Detour Pavement, Temporary Pavement Sheets	9
G-Sheets	Survey Sheets	6
H-Sheets HE-Sheets	Right-of-Way Sheets - H-sheets: mainline ROW - HE-sheets: side road ROW	5
J-Sheets	Traffic Control and Staging Sheets - traffic control plan - staging notes - tabulations (108-23A, 108-23B, 108-25, 108-26A, 111-1, 113-2) - modified TC standard road plans - staging typical cross sections	36
K-Sheets	Interchange Sheets	4
L-Sheets	Geometric, Staking, and Jointing Sheets	4
M-Sheets	Storm Sewer Tabulations and Plan & Profile Sheets	9
MSA-Sheets	Sanitary Sewer Sheets	1
MWM-Sheets	Water Main Sheets	0
MIT-Sheets	Wetlands Sheets	0
N-Sheets	Traffic Signal Sheets	10
P-Sheets	Lighting Layout Sheets	5
Q-Sheets	Soils Sheets	0
R-Sheets	Streetscape Sheets - streetscape (specialty paving, signage/wayfinding elements) and details - gateway feature details - landscape (including green infrastructure features) plans and details	11
RC-Sheets	Sediment Control Quantities Tabulations - pollution prevention plan (PPP) - erosion control tabulations	1

RR-Sheets	Erosion Control Plan Sheets	5
RU-Sheets	Erosion Control Detail Sheets	4
S-Sheets	Sidewalk Sheets	11
T-Sheets	Earthwork Quantity Sheets	3
U-Sheets	500 Series Design Detail Sheets, Modified Standards, and Detail Sheets	13
V-Sheets	Retaining Wall Plans	2
W-Sheets	Mainline Cross Sections	18
X-Sheets	Side Road Cross Sections	8
Z-Sheets	Detour Cross Sections	0
		214

5.4.1.1. General Plans

The **Consultant** will develop general plan sheets for the project letting. Tasks include the preparation of the following construction plans:

- A-Sheets – Title Sheet and Location Map
- C-Sheets – Quantities, Estimate Reference Notes, Tabulations, General Information

5.4.1.2. Roadway Design Plans

The **Consultant** will develop detailed design for the proposed roadway along Forest Grove Drive and Middle Road. Side road tie-in and intersection work will be developed at Friendship Path, Championship Dr. and Competition Drive. This task includes the preparation of the following construction plans:

- B-Sheets – Typical Cross Sections and Details (including as-built typical cross sections)
- CR-Sheets – Removals
- D-Sheets – Mainline Plan and Profile Sheets
 - Forest Grove Drive
 - Middle Road
- E-Sheets – Side Road Plan and Profile Sheets
 - Friendship Path
 - Championship Drive
 - Competition Drive
- F-Sheets – Detour Pavement, Temporary Pavement Sheets
- G-Sheets – Survey Control Sheets
- J-Sheets – Traffic Control and Staging Sheets
- K-Sheets – Intersection Sheets
 - Forest Grove Dr. / Friendship Path
 - Forest Grove Dr. / Championship Dr.
 - Forest Gove Dr. / Middle Rd.
 - Middle Rd. / Competition Dr.
- L-Sheets – Geometric, Staking, and Jointing Sheets

5.4.1.3. Right-of-Way/Easement Plans

The **Consultant** will provide exhibits in the form of the plan H-Sheets with a Parcel Impact Detail (PID) sheet for each easement required. The **Consultant** will develop the sheets listed below for inclusion in the plan preparation.

- H-Sheets – Right-of-Way/Easement Sheets

5.4.1.4. Utility Designs Plans

The **Consultant** will develop detailed utility design for a complete storm water system along the entire corridor. Sanitary design will be limited to cross-road crossing and future connectivity considerations. Utility design includes:

Storm Sewer: The majority of the project will propose storm sewer for the new urban roadway cross sections on Forrest Grove Drive and Middle Road. The Following items will be completed as part of this task:

- CR-Sheets – Storm Sewer/Drainage Utility Removals
 - Included in CR sheets above under 5.4.1.2
- M-Sheets – Storm Sewer Plan and Profile Sheets

Storm Water & Drainage: The drainage channel along Pigeon Creek will likely require modification to convey storm water runoff from project site. Additionally, the drainage channel northwest of the north project limit of Middle Road improvements will likely require modification to convey storm water runoff. The Following items will be completed as part of this task:

- ED-Sheets – Drainage Channel and Dike Plan and Profile Sheets

Sanitary Sewer Design: Sanitary sewer design will be limited to a proposed crossing of Forest Grove Drive with stub-outs on either end for future connection. No sanitary sewer service improvements are anticipated with this project.

- MSA-Sheets – Sanitary Sewer Plan and Profile Sheet

Water Main Design: Water Main design or improvements, if necessary, will be completed outside of this [public] project as all water main / services are privately owned.

Assumptions for Utility Designs Plans:

- Sanitary sewer design effort is minimal. A trunk main line is anticipated in the future along Pigeon Creek, which would connect to the proposed crossing under Forest Grove.

5.4.1.5. Design Details and Traffic Signal Plans

The **Consultant** will develop traffic signal, pavement marking, and signing plans for the Project. Tasks include the preparation of the following construction plans:

- U-Sheets – Design Detail Sheets
 - Design and prepare tabulations for permanent pavement markings and public signage. Prepare Special Detail 'U' sheets of permanent pavement markings and public signage in a plan view layout. Up to 9 sheets are estimated. Sheets will identify type of pavement marking and begin/end points.
 - 2 total sheets for general design details are estimated.
- N-Sheets – Traffic Signal Sheets
 - Coordinate with City of Bettendorf staff to discuss the preliminary plans, base signal timings, pedestrian accommodations, and any other signal related issues.
 - Develop permanent traffic signal layouts, wiring diagrams, phasing diagrams, and pole layouts for up to two intersections. Coordinate signal pole and/or Pedestrian push button placements, power source locations, and luminaire type/heights with City street lighting design.
 - Tabulate quantities for the permanent signals. Provide traffic signal detail sheets, general notes, and a legend.
 - Prepare traffic signal bill of materials and pay item estimate sheets with reference information regarding each pay item.

- 10 Sheets are estimated

5.4.1.6. Lighting Plans

The **Consultant** will develop lighting plans based upon the light pole specification and standard spacing as provide by the Owner.

Lighting Design:

- Photometric calculations shall be prepared using Visual Lighting 2020 software and in accordance with applicable portions the following lighting standards:
 - AASHTO Roadway Lighting Design Guide, Seventh Edition, 2018.
 - ANSI/IES RP-8-18 Design and Maintenance of Roadway and Parking Facility Lighting, 2018.

Tasks include the preparation of the following construction plans:

- C-Sheets – Quantities and General Information
 - Design and prepare lighting tabulations.
 - 1 sheet is estimated.
- P-Sheets – Lighting Plans.
 - Develop lighting pole layouts, control cabinet locations, lighting circuit sized and routed, and power source locations.
 - 5 sheets are estimated.
- U-Sheets – Diagram/Detail Sheets
 - Control cabinet one-line diagram and misc details.
 - 2 sheets are estimated.

Assumptions for Lighting Plans:

- The modified sections of roadway shall be continuously lit by individual street light poles and luminaires mounted on combo signal poles.
- Pedestrian trail along the roadway shall be continuously lit by trail light poles.
- Temporary lighting during construction will not be required.

5.4.1.7. Sidewalk Details / ADA Ramp Plans

The **Consultant** will hire a DBE **Civil Sub-Consultant** (J+M Civil Design LLC) to provide ADA compliant sidewalk ramps at each quadrant of the intersection for incorporation into the plan set as S-Sheets. The **Civil Sub-Consultant** will develop the sheets listed below for inclusion in the plan preparation.

- S - Sheets - Sidewalk Details/ADA Ramp Sheets (1" = 5' Scale)

5.4.1.8. Streetscape Plans

The **Consultant** will develop plan and detail sheets for all public realm improvements along Forest Grove Drive and Middle Road. The following drawings will be included in the R-Sheets:

- R-Sheets – Streetscape Sheets
 - Streetscape Plans and Details
 - Gateway Feature Details
 - Landscape / Green Infrastructure Plans and Details

5.4.1.9. Erosion Control Plans

The **Consultant** will hire a DBE **Civil Sub-Consultant** (J+M Civil Design LLC) to develop the base Pollution Prevention Plan (PPP) based on Iowa DOT design manual guidance and tabulations. The following sheets will be generated to meet the Iowa DOT design manual requirements for a PPP:

- RC-Sheets – Sediment Control Quantities Tabulations (including Tabulation 110-12)
- RR-Sheets – Erosion Control Plan Sheets
- RU-Sheets – Erosion Control Detail Sheets

Assumptions for PPP:

- Task effort is estimated for coverage under NPDES General Permit No. 2 only.
- **Consultant** is responsible for Public Notice of Storm Water Discharge and template SWPPP Document, based on the storm water design by J+M Civil Design LLC.
- Contractor will be responsible to complete the project-specific SWPPP, execute the PPP, and provide maintenance throughout construction.
-

5.4.1.10. Earthwork Quantity Sheets

Earthwork Quantity Sheets shall be developed for the entire project corridor based on Iowa DOT guidance and tabulations.

- T-Sheets – Earthwork Quantity Sheets

5.4.1.11. Retaining Walls

It is anticipated that retaining walls may be needed at select locations to either maintain drainage within the anticipated right-of-way, or as grading / landscaping features along the corridor.

- V-Sheets - Retaining Wall Sheets

Assumptions for Retaining Walls:

- For estimation, it is anticipated that 500 Linear Feet of Retaining walls are anticipated.
- Proposed retaining walls will be non-structural, modular block type walls with details covered by Iowa SUDAS.

5.4.1.12. Cross Sections

- W-Sheets – Mainline Cross Sections
- X-Sheets – Side Road Cross Sections

5.4.2. Preliminary Opinion of Probable Construction Cost

Prepare a preliminary opinion of probable construction cost using Iowa DOT's iDP project cost estimating on-line tool. Preliminary cost estimates shall be based on representative major project elements and based on recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

5.4.3. Quality Control – Preliminary Plan Development

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment.

5.4.4. Field Review with City

A Field Exam will be held with the Project Development Team to discuss key issues and design concepts, with the main emphasis focused on access control and traffic control/stage construction. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design.

Deliverables for Task 5.4:

- 1) Electronic PDF set of Preliminary Plans, estimated to be a total of 214 plan sheets;
- 2) Cost Opinion;
- 3) Draft Easement Documents for City Review;
- 4) Synchro print outs of proposed signal timing parameters.

Key Understandings and Assumptions for Task 5.4:

- 1) Travel for up to two (2) HDR staff is included for the Field Review.
- 2) Iowa DOT Bid Items and CAD Standards will be used for deliverable documents.

5.5. CHECK PLANS

5.5.1. Check Plan Preparation

The Consultant shall develop Check Plans for the project's design development. Upon completion, the design plans will be approximately 95% complete. The submittal of Check Plans shall be completed on or before the date schedule as outlined in the "Schedule" below.

The **Consultant** will respond to comments resulting from **Owner** and **Contract Administrator** reviews of Preliminary Plan deliverables from Task 5.4. Recommended modifications will be incorporated into the plan set. Comments will be logged and tracked so that every comment has been addressed.

Plan sheets to be included with the Check Plans will include required information as outlined by DOT plan standards. Plans will be at a 95% design level and considered complete within exception of final comments from **Owner** and the **Contract Administrator**.

5.5.2. Check Plan Special Provisions

The **Consultant** will create special provisions as necessary for items that do not conform to Iowa DOT standards.

5.5.3. Opinion of Probable Construction Cost

The **Consultant** shall prepare an opinion of probable construction cost for the project using Iowa DOT's iDP project cost estimating on-line tool. The cost estimates shall be based on representative major project elements and recent bid information. The Consultant shall budget and review bid items and quantities for each bid item associated with the project.

5.5.4. Quality Control Review

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of check plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team. Review the check plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Deliverables for Task 5.5:

- 1) Electronic PDF set of Check Plans;
- 2) Title Sheet with designers initials and reviewers initials after completion of Quality Control;
- 3) Electronic copy of **Owner** and **Contract Administrator** Preliminary Plan review comments and **Consultant's** evaluation of the response and action taken;
- 4) Cost Opinion;
- 5) Special Provisions.

Key Understandings and Assumptions for Task 5.5:

- 1) Iowa DOT Bid Items and CAD Standards will be used for deliverable documents.

5.6. FINAL PLANS

5.6.1. Final Plan Preparation

After approval from the **Owner** and **Contract Administrator** of the Check Plans developed under Task 5.5, the **Consultant** shall proceed with the development of Final Plans for the project. Upon completion, the design plans will be 100% complete. The submittal of final plans shall be completed on or before the schedule as outlined in the "Schedule" below.

The **Consultant** will respond to comments resulting from the Check Plan Review. Recommended modifications will be incorporated into the final plan set.

The **Consultant** shall develop Final Design Plans for the project letting. Upon completion, the design plans shall be 100% complete. The submittal of Final Plans shall be completed on or before the date schedule as outlined below.

5.6.2. Opinion of Probable Construction Cost

The **Consultant** shall prepare an opinion of probable construction cost for the project using Iowa DOT's iDP project cost estimating on-line tool. Final cost opinion shall include all project elements. Quantity takeoffs will be developed for the final cost estimate. Published cost opinion should be rounded to the nearest \$10,000.

5.6.3. Quality Control Review

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of check plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team. Review the check plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Deliverables for Task 5.6:

- 1) Electronic PDF set of Final Plans;
- 2) Signed and Sealed Cover Sheet by a State of Iowa licensed Professional Engineer;
- 3) Electronic copy of **Owner** and **Contract Administrator** Check Plan review comments and **Consultant's** evaluation of the response and action taken;
- 4) Final Digital Files sent to the **Owner**
- 5) Final Cost Opinion
- 6) Final Special Provisions
- 7) Final Green Sheet;

Key Understandings and Assumptions for Task 5.6:

- 1) The Final Plan Set is estimated to be approximately 214 plan sheets.
- 2) Digital Files are assumed to be all final plot files in .dwg format as an export from AutoCAD Civil 3D.

TASK 6 RIGHT-OF-WAY / EASEMENT EVALUATION AND DOCUMENT PREPARATION

6.1. RIGHT-OF-WAY PLATS-EXHIBITS AND LEGAL DESCRIPTIONS

The **Consultant** will hire a **Survey Sub-Consultant** (Klingner and Associates) to perform Right-of-Way / Easement Services outlined below.

A Boundary Survey was completed under Task 2.2.4 by **Survey Subconsultant**.

Staking of proposed right-of-way and/or easements shall be provided for all said locations during the acquisition phase of the project.

Utilize Iowa DOT-style symbols when preparing ROW and property boundary exhibits for use during design and easement acquisitions.

In the event the plats, exhibits and/or PIDs are found to be in error, these shall be rectified and shall give immediate attention to any changes so there will be a minimum of delay (within three (3) business days).

The **Consultant** will prepare exhibits in the form of the plan H-Sheets with a Parcel Impact Detail (PID) sheet for each easement required. H-Sheets will be included in the plan development and the task is further outlined in 5.4.1 Preliminary Plan Preparation .

The following lists estimated number of acquisition documents. Provide 3 signed copies of each.

- 1) Right-of-way (fee title; plat signed by an LS) – 5 parcels
- 2) Temporary Construction Easement (exhibit; no signature required) – 8 parcels
- 3) Joint Utility/Drainage easement (exhibit; no signature required) – 1 parcel

Deliverables for Task 6.1 (Survey Sub-Consultant to Consultant):

- 1) Draft Plats-Exhibits and Legal Descriptions for Review
- 2) Final Plats-Exhibits and Legal Description Documents

Key Understandings and Assumptions for Task 6.1:

- 1) All ROW Design tasks must be performed by or under the direct supervision of a Professional Civil Engineer or Registered Land Surveyor registered in Iowa who is qualified and in good standing to complete the Services in Iowa.
- 2) All ROW Survey services must be performed by a Registered Land Surveyor registered in Iowa who is qualified and in good standing to complete the Services in Iowa.
- 3) Complete Real Estate Services shall be performed under TASK 7, including all property appraisals, review appraisals, negotiations, and final purchase agreements.

TASK 7	REAL ESTATE SERVICES
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7.1. REAL ESTATE SERVICES

The **Consultant** shall provide right-of-way (ROW) acquisition services, on behalf of the **City of Bettendorf (Owner)**, for properties along the Forest Grove Drive project corridor in Bettendorf, Iowa.

All Title research services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Iowa.

The **Consultant** shall provide the following general tasks:

- 10) Prepare and update monthly a property owner list;
- 11) Prepare and maintain ROW delivery schedule;
- 12) Coordinate meetings, as necessary;

7.1.1. Property Appraisals

The **Consultant** shall provide the following appraisal services:

- 1) Manage necessary **appraisal subconsultant(s)**;
- 2) Track and update appraisal progress in the ROW schedule;
- 3) Provide pertinent project data necessary to complete the appraisal assignments;
- 4) Provide property owner notice of appraisal site review and offer to accompany, required for appraisal;
- 5) Provide an appraisal checklist and submit as an appendix to the appraisal reports sent to the Property Owner.

- 6) Coordinate changes or discussion between the appraiser and appraisal review team, as initiated by the City, as part of the appraisal review process.

Deliverables for Task 7.1.1:

- 1) Property Owner Notice of Appraisal Inspection;
- 2) Appraisal Reports;
- 3) Appraisal Review Reports;

Key Understandings and Assumptions for Task 7.1.1:

The appraisal reports will be prepared using standard State format, to include property owner contact and site inspection materials as specified in the Iowa DOT Right of Way Manual. All appraisals will be prepared in accordance to USPAP, UNIFORM ACT, Approved Iowa DOT ROW MANUAL, requirements.

- 1) **Consultant** shall contract with independent fee appraiser;
- 2) **Consultant** shall contract with independent fee review appraiser;
- 3) The appraisal task does not include any court work or additional appraisals for condemnation.

7.1.2. Right-of-Way Acquisition

The **Consultant** shall:

- 1) Update acquisition ROW schedule;
- 2) Prepare and maintain electronic and hard copy parcel files;
- 3) Prepare all instruments of conveyance for acquisitions of real property rights required for the assigned parcels. Legal descriptions shall be verified by a Registered Land Surveyor;
- 4) Maintain current negotiator diaries. This includes a call report with each owner and/or tenant any interactions;
- 5) Act as the Agent of the City in negotiations;
- 6) Negotiate for real property rights necessary for the construction, operation, and maintenance of the transportation facility as approved by the City;
- 7) Provide condemnation cover memorandum and parcel files, as approved by the City;
- 8) Transmit completed parcel files to the City;
- 9) Provide one (1) hard copy of appraisal to each property owner;
- 10) Adhere to the Iowa DOT guidelines;

Deliverables for Task 7.1.2:

- 1) Parcel Files to include:
 - a. Offer Package;
 - b. If obtained - executed ROE agreements;
 - c. If obtained - executed conveyance documents:
 - i. If obtained - Administrative Settlement Justification
 - ii. Condemnation Memorandums and all associated documents - if applicable;

Key Understandings and Assumptions for Task 7.1.2:

- 1) The **Owner** will provide approved acquisition forms for the **Consultant's** use;
- 2) All offers will be made in person or by certified mail by the Consultant:
 - a. A substantive contact will be considered:
 - i. An in-person meeting with a landowner

- ii. A detailed phone or email conversation with a landowner, where a detailed phone call would be a telephone or e-mail discussion/correspondence directly with the landowner, regarding the ROW acquisition on their property
 - iii. An exchange of written, non-electronic, correspondence
- 3) Negotiations will be deemed complete on a parcel if any of the following occur:
 - a. The offer is rescinded
 - b. The parcel is forwarded to condemnation
 - c. All documents are signed and recorded and all payments have been made
 - d. Assigned to another entity
- 4) The **Consultant** shall document administrative settlements in the negotiator's diary and through an administrative settlement memorandum based on the City approved administrative settlement amount.
- 5) The **City** shall be responsible for approving all administrative settlements outside the designated settlement authority of the **Consultant's** acquisition agents.
- 6) Acquisition Services are complete upon delivery of executed conveyance documents to the City or a condemnation memorandum submitted to the City.
- 7) All payments will be made by the City;

7.1.3. Title Research Services

The **Consultant** shall subcontract with a **Sub-Consultant** (Iowa Title Company) to perform the abstracting and Title Report services included herein. The Services must be completed by, or under the direct supervision of a qualified abstracter in good standing to complete the Services in the State of Iowa. A qualified abstracter is identified as an Iowa Title Guaranty Participating Abstracter, Member of the Iowa Land Title Association who is familiar with and produces title work pursuant to the Iowa State Bar Association Abstracting Standards, the Iowa Land Title Association Title Standards, and the Iowa Title Guaranty Minimum Standards and local Scott County practice. The abstractor must be knowledgeable and have substantial experience completing Services of this type.

For the title research the **Consultant** should prepare a title research study area ("Study Area") to identify all parcels that are either affected by the project, where it is anticipated that property rights will need to be acquired from, or if the establishment of parcels are necessary to determine design aspects of the project. A separate parcel of land is all contiguous land owned by the same owner, and held in the same title (e.g. sole owner, joint tenants, tenants in common, etc.) and generally within 100 feet of the highway ROW line.

The **Consultant** shall submit to the **Owner** electronic copies of all title reports and supporting documents in the specified format and file naming convention.

The **Consultant** shall search the County real estate records to identify each separate parcel of land located within the project study area.

The **Subconsultant** shall prepare a Certificate of Title Report for each separate parcel of land located within the Study Area as identified by the Consultant. The **Subconsultant** shall use their standard Iowa Title Company certified report form, reviewed and pre-approved by the **Consultant**, to report such information. Each Title Report shall include the following information:

- 1) The project number, name, and control number.
- 2) The name(s) of the current parcel owner(s) and how the title is held, exactly as shown on the title vesting document(s).
- 3) The names of all owner(s) of record of the parcel for the 5-year period preceding the title effective date.
- 4) The current owner's mailing address as shown in the County Assessor's or Treasurer's records.

- 5) If any owners of record are known to be deceased, the Case Number of the Deceased's Probate along with the name(s) of court appointed Personal Representative(s) if available.
- 6) Active Mortgages, Deeds of Trusts, and other financing documents, and any assignments of such documents
- 7) Active liens, agreements, conditions, limitations, restrictions or covenants affecting title.
- 8) Easements such as private water, sewer, ingress/egress (access), cell towers, flood, irrigation or any others that encumber or restrict the use of the land. **Consultant** should not provide easements for public or municipal utilities (water, sanitary sewer, power, gas, cable, telephone and telegraph).
- 9) All recorded leases except oil and gas leases.
- 10) A summary legal description (lot-block, Tax Lot, Quarter Section, etc.) that describes the subject parcel as specific as possible.
- 11) Comments the abstractor believes are necessary for a full understanding of the information reviewed for the parcel.
- 12) Name, signature, and license number of abstractor.
- 13) The title effective date.

All searches are limited to Scott County records as outlined in the certificate of pre-approved form.

The **Consultant** shall provide a copy of the title vesting document(s) for the current owner(s) of each parcel of land in the Study Area.

The **Consultant** shall provide copies of documents for all of the owners of record for the 5-year period preceding the title effective date for each parcel.

The **Consultant** shall provide copies of all supporting documentation (deeds, easements, etc.) for all information listed in the title report, with exception to copies of the active mortgages, deeds of trust or assignments that are listed on the Title Report.

The **Consultant** shall provide copies of all subdivision plats and surveys of irregular tracts and tax lots with metes and bounds field notes if referenced in any of the deeds or documents.

The **Consultant** shall provide copies of deeds, easements, dedications, plats, etc., for any property rights (ROW or permanent easements) acquired by or conveyed to non-Iowa DOT governmental entities (city, county, NRD, etc.) to be used for public transportation purposes.

The **Consultant** shall provide copies of deeds for any ROW or permanent easements acquired by the **Owner**.

Deliverables for Task 7.1:

- 1) Property Owner list;
- 2) ROW Schedule;
- 3) Oversight and completion of Task 7.1.1 Appraisals deliverables, some by subconsultant;
- 4) Oversight and completion of Task 7.1.2 Right-of-Way Acquisition deliverables;
- 5) Documentation of Task 7.1.3

Key Understandings and Assumptions for Task 7.1:

- 1) Real Estate Services do not include condemnation processes or proceedings under use of eminent domain.
- 2) Permanent ROW Acquisitions (partial property) are estimated to be required on 5 parcels.

TASK 8 LETTING ASSISTANCE

8.1. LETTING SERVICES

The work tasks to be performed or coordinated by the **Consultant** during the Bid Letting Services are based on the bid letting for one project and shall include the following:

8.1.1. Plan Clarification and Addenda

The bid letting shall be administered by the **Contract Administrator**. The **Consultant** shall assist the **Owner** and **Contract Administrator** during the bid period in answering questions regarding the design intent. The **Consultant** shall address questions presented by the **Owner** and **Contract Administrator** and prepare addenda, as needed, for distribution by the **Contract Administrator**. This scope of services estimates 28 hours of effort to answer bid questions and generate necessary addenda.

Deliverables for Task 8.1:

- 1) 5 (Five) Hard Copies of the complete plan set delivered to the **Owner**.
- 2) Upload bid items and quantities to Iowa DOT's PSS on-line system (Bid Express).

Schedule

The Scope of Services shall be completed in accordance with the following schedule unless modified by mutual agreement or by factors beyond the control of the **Consultant**. This Schedule is in general conformance with IM 3.000 and a 'Type 2 Estimated Project Development Schedule':

ITEM	DURATION	DATES
Contract Approval – Notice to Proceed		November 4, 2020
Kickoff Meeting (within 2 weeks from NTP)		November 12, 2020
Prepare Concept Statement	3 wks.	*November 17, 2020
Public Realm Design Workshop	2 days	November 12-13, 2020
FHWA Environmental Concurrence	10 wks.	January 26, 2021
Draft ROW / Easement Exhibits	12 wks.	April 20, 2021
Preliminary Plan Workshop (3 wks. prior to submittal)	1 day	April 27, 2021
Preliminary Plans Submittal	16 wks.	May 18, 2021
Check Plan Workshop (3 wks. prior to submittal)	1 day	June 22, 2021
Check Plans Submittal	8 wks.	July 13, 2021
ROW – Negotiate and Acquire	16 wks.	August 10, 2021
Final Plans and PDC	2 wks.	August 24, 2021
Contracts Turn-In		September 7, 2021
Letting Process / Letting Date	11 wks.	November 16, 2021

*Bolded Dates are DOT submittal dates

** Schedules are approximate except for bolded dates and will be adjusted accordingly to accommodate schedules

ATTACHMENT B Specifications

The Consultant will prepare plans and specifications to meet the Federal-aid project criteria. The project limits, including Forest Grove Drive and Middle Road are within the sole jurisdiction of the City of Bettendorf and in order to meet the Iowa DOT design criteria for a Federal-aid project the following criteria that will be used is listed below:

- Applicable Instructional Memorandums, including I.M. 3.400 Preliminary Plans.
 - Content and Format: Preliminary plans shall be prepared in accordance with [Attachment A](#), Preliminary Plan Guidelines, and [Attachment B](#), Preliminary Plan Checklist.
- Iowa Statewide Urban design and Specifications (SUDAS) [Design Manual](#), Chapter 5, for urban design guidance.
- Bicycle and Pedestrian Facility Projects: Iowa DOT Design Manual Chapter 12A and 12B minimum values
- ADA requirements: 2010 ADA Standards for Accessible Design (ADAAG) with recommended supplement; 2011 Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).
- City of Bettendorf Codes and Policies, including applicable [Standards and Detailed Drawings](#).

Deliverables will be Iowa DOT standard deliverables of the following:

- Preliminary Plans
- Check Plans
- Final Plans
- NEPA and other applicable environmental documents

The City has requested that deliverables also include digital files with the design to be utilized using the design software AutoCAD Civil 3D.

ATTACHMENT C (referenced from 3.1)
Cost Plus Fixed Fee

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amount of the **Consultant's** actual cost plus applicable fixed fee amount. The **Consultant's** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment C-1. Subconsultant costs are not available for use by the prime **Consultant** or other subconsultants. A contingency amount has **not** been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs (Prime only)	\$ 776,845.72
Fixed Fee (Prime only)	\$ 89,135.94
Contingency (Prime only)	\$ 38,842.29
Total Prime Consultant Costs	\$ 904,823.95
 Klingner & Associates, LLC	 \$ 41,984.24
Terracon Consultants, Inc.	\$ 13,500.00
Tallgrass Archaeology, LLC	\$ 11,476.20
J+M Civil Design, LLC	\$ 42,330.00
Commercial Appraisers of Iowa, Inc.	\$ 15,000.00
Agroval	\$ 4,875.00
Iowa Title Company	\$ 2,000.00
Total Subconsultant Costs	\$ 131,165.44
 Maximum Amount Payable	 \$ 1,035,989.39

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the **Consultant** shall notify the **Owner** in writing.

It is possible that the **Consultant's** costs for the scoped tasks may need to exceed those shown in Attachment H. The **Consultant's** and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the **Contract Administrator** and concurrence from the Iowa DOT. Costs for scoped tasks that exceed estimated costs, if approved by the **Contract Administrator**, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the **Consultant** exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency amount has been established and at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what

costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT. The **Owner** or Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount.

The maximum amount payable will not be changed except for a change in the scope. Changes due to an overhead adjustment are identified in Section 3.1.1.2. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract Administrator** in writing. The maximum amount payable shall be changed by a Supplemental Agreement, Work Order, or Amendment or this Agreement will be terminated as identified in Article 4.12.3. The **Owner** may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

3.1.1.2 Reimbursable Costs. Reimbursable costs are the actual costs incurred by the **Consultant** which are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations Systems, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.
2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the **Consultant's** current fiscal year: Salary related expenses are 0.485% of direct salary costs and general overhead costs are 1.0231% of direct salary costs.

Use of updated overhead percentage rates shall be requested by the **Consultant** after the close of each fiscal year and the updated overhead rate shall be used to update previous year invoices and subsequent years as a provisional rate for invoicing in order to more accurately reflect the cost of work during the previous and subsequent years.

Any actual fiscal year or fiscal year's audited or unaudited indirect costs rates known by the **Consultant** shall be used in computing the final invoice statement. All unverified overhead rates shall have a schedule of computation supporting the proposed rate attached to the final bill. Prior to final payment for work completed under this Agreement all indirect cost rates shall be audited and adjusted to actual rates through the most recently completed fiscal year during which the work was actually accomplished. In the event that the work is completed in the current fiscal year, audited indirect cost rates for the most recently completed fiscal year may be applied also to work accomplished in the current fiscal year. If these new rates cause the actual costs to be exceeded, the contingency amount will be used.

3.1.1.3 Premium Overtime Pay. Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the **Contract Administrator**. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the **Contract Administrator**.

3.1.1.4 Payments. Monthly payments shall be made based on the work completed and substantiated by

monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services 0% of the amount due. Fixed fee will be calculated and progressively invoiced based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

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

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

**ATTACHMENT C-1
Cost Analysis Worksheet**

Contract [82-0587-639](#), Base Agreement
Project Number: [STP-U-0587\(639\)--70-82](#)

I. Direct Labor Cost (Prime Only)

<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Principal	44	\$69.76	\$ 3,069.44
Sr. Engr. / Tech. Advisor	32	\$69.76	\$ 2,232.32
Project Manager	843	\$54.61	\$46,036.23
Project Engineering Lead	447	\$49.46	\$22,108.62
Strategic Communications - Mgr	14	\$55.32	\$ 774.48
Strategic Communications - Sr.	203	\$34.11	\$ 6,924.33
Strategic Communications - Jr.	45	\$28.21	\$ 1,269.45
Quality Control Manager	157	\$75.72	\$11,888.04
Sr. Roadway Engineer	24	\$66.95	\$ 1,606.80
Roadway Engineer IV	608	\$59.43	\$36,133.44
Roadway Engineer III	116	\$50.82	\$ 5,895.12
Roadway Engineer II	1247	\$36.59	\$45,627.73
Roadway Engineer I	1513	\$28.23	\$42,711.99
Sr. Traffic Engineer	63	\$63.73	\$ 4,014.99
Traffic Engineer III	96	\$49.52	\$ 4,753.92
Traffic Engineer II	181	\$41.81	\$ 7,567.61
Sr. Structural Engineer	40	\$95.02	\$ 3,800.80
Structural Engineer	20	\$46.35	\$ 927.00
Sr. Geotechnical Engineer	6	\$87.40	\$ 524.40
Sr. Environmental Scientist	57	\$75.07	\$ 4,278.99
Environmental Scientist IV	62	\$63.67	\$ 3,947.54
Environmental Scientist III	92	\$49.48	\$ 4,552.16
Environmental Scientist II	36	\$38.79	\$ 1,396.44
Environmental Scientist I	84	\$29.16	\$ 2,449.44
Sr. Engineering Technician	66	\$46.58	\$ 3,074.28
Comm. Planning / Landscape Architect	26	\$67.18	\$ 1,746.68
Landscape Architect III	153	\$47.63	\$ 7,287.39
Landscape Architect II	48	\$42.81	\$ 2,054.88
Landscape Architect I	356	\$28.84	\$10,267.04
Sr. Real Estate Services Agent	200	\$45.34	\$ 9,068.00
Real Estate Services Agent I	48	\$26.78	\$ 1,285.44
Technical Editor	18	\$36.40	\$ 655.20
Project Accountant	19	\$49.07	\$ 932.33
Project Assistant	41	\$25.75	\$ 1,055.75
Payroll total			<u>\$ 301,918.27</u>

II. Combined Overhead (COH) & Facilities Capital Cost of Money (FCCM) Costs (Prime Only)

IIA. Indirect Cost Factor: [Insert COH factor] (150.81% X I)	\$ 455,322.94
IIB. FCCM Factor: [Insert FCCM factor] (0.5740% X I) \$	1,733.01
Combined Overhead and FCCM total:	<u>\$ 457,055.95</u>

III. Direct Project Expenses (Prime Only)

<u>Expense Type</u>	<u>Quantity</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
General Photocopies	800	\$ 0.12	Sheets	\$ 96.00
Prints - 8 1/2 x 11 B&W	1,025	\$ 0.08	Sheets	\$ 82.00
Prints - 8 1/2 x 11 Color	450	\$ 0.20	Sheets	\$ 90.00
B&W Plots - 11x17	2,650	\$ 0.12	Sheets	\$ 318.00

Color - 11x17	1,300	\$ 0.28	Sheets	\$ 364.00
Rental Car/Fuel	41	\$ 90.00	Days	\$ 3,690.00
Mileage	15,700	\$ 0.575	Miles	\$ 9,027.50
Meals	8	\$ 55.00	Meals	\$ 440.00
Hotel Stay	8	\$ 96.00	Overnights	\$ 768.00
Fac Supplies/Collateral Mats	1	\$ 500.00	Lump Sum	\$ 500.00
Permit Fee (NPDES)	1	\$ 200.00	Lump Sum	\$ 200.00
Vendor - MioVision	1	\$2,016.00	Lump Sum	\$ 2,016.00
Website Hosting	2	\$ 140.00	Unit/12-mo	\$ 280.00

Total Direct Project Expenses \$ 17,871.50

IV. **Estimated Actual Costs (EAC)** (Prime Only) (I + II + III) \$ 776,845.72
(Rounded)

V. **Fixed Fee** (Prime Only) (12% X (I + IIA)) \$ 90,868.95
Less FCCM (IIB) -\$ 1,733.01
Fix Fee total: \$ 89,135.94
(Rounded)

VI. **Contingency** (Prime Only) 5% X (I + II + III) \$ 38,842.29
(Rounded)

VII. **Subconsultant Expenses**

Klingner & Associates, LLC	(EAC)	SR \$ 41,984.24
Terracon Consultants, Inc.	(EAC)	LS \$ 13,500.00
Tallgrass Archaeology, LLC	(EAC)	SR \$ 11,476.20
J+M Civil Design, LLC	(EAC)	SR \$ 42,330.00
Commercial Appraisers of Iowa, Inc.	(EAC)	Unit \$ 15,000.00
Agroval	(EAC)	Unit \$ 4,875.00
Iowa Title Company, LLC	(EAC)	Unit \$ 2,000.00

Total Subcontractor Costs \$ 131,165.44
(Rounded)

VIII. **Cost Plus Fixed Fee Agreement Total** (IV + V + VI + VII) \$1,035,989.39
(Maximum Amount Payable) (Rounded)

ATTACHMENT D

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

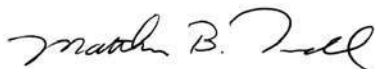
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of **Nebraska**

Douglas County

I **Matthew B. Tondl**, **Senior Vice President** of the

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



(Signature)

Subscribed and sworn to this 29 day of September, 2020.
(month) (year)

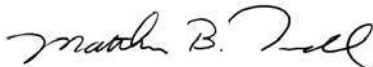
ATTACHMENT E

CERTIFICATION OF CONSULTANT

I hereby certify that I, **Matthew B. Tondl**, am the **Senior Vice President** and duly authorized representative of the firm of **HDR Engineering, Inc.**, whose address is **1917 S. 67th Street, Omaha, NE 68106**, and that neither the above firm nor I has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

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



Signature

Sep 29, 2020

Date

ATTACHMENT F

CERTIFICATION OF OWNER

I hereby certify that I, **Robert Gallagher**, am the **Mayor** and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

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

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

Signature

Date

ATTACHMENT G
Page 1

Consultant Name
Consultant Address
Consultant Address

Cost Plus Fixed Fee Progressive Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

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

Labor Dollars

Overhead

Overhead Adjustments

Direct Expenses

Mileage

Per Diem

CADD

Estimated Actual Costs

[Prime Only] (See Note 1)

Subconsultants (including authorized
contingency)

Name

Name

Name

Estimated Actual Costs

[Total Subconsultant Costs]

Total Estimated Actual Costs

[Prime + Total Subconsultant
Costs]

Fixed Fee (See Note 2)

Authorized Contingency

Total Authorized Amount

Total Billed To Date

Remaining Authorized Balance

Unauthorized Contingency

Prime

Subconsultant Name

Subconsultant Name

Labor Hours

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

Note 2: Fixed fee shall be proportionate to the amount of actual costs invoiced compared to the actual costs estimated.

ATTACHMENT G
Page 2

Consultant Name
Consultant Address
Consultant Address

Cost Plus Fixed Fee Final Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

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

Labor Dollars (2001)

Labor Dollars (2000)

Labor Dollars (1999)

Overhead (2001)

Overhead (2000)

Overhead (1999)

Direct Expenses

Mileage

Per Diem

CADD

Estimated Actual Costs

[Prime Only]

Subconsultants (including authorized
contingency)

Name

Name

Name

Estimated Actual Costs

[Total Subconsultant Costs]

Total Estimated Actual Costs

[Prime + Total Subconsultant
Costs]

Fixed Fee

Authorized Contingency

Total Authorized Amount

Total Billed To Date

Remaining Authorized Balance

Unauthorized Contingency

Prime

Subconsultant Name

Subconsultant Name

Labor Hours (2001)

Labor Hours (2000)

Labor Hours (1999)

ATTACHMENT G
Page 3

Cost Plus Fixed Fee Final Invoice Instructions

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Overhead Rates: Overhead rates and labor dollars to which the overhead rates are applied should match the fiscal year in which the costs are incurred. Overhead rates applied to labor should be audit verified when available. When not available, proposed FAR adjusted rates for the fiscal year in which the labor is incurred should be used.
- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc....) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc....) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Subconsultant: Final invoice requirements for subconsultants with cost plus fixed fee contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.

ATTACHMENT H Consultant Fee Proposal

See the following inserted sheets for detailed task list and hours breakdown.

FEE SUMMARY by TASK:

Forest Grove Drive Reconstruction, Phase III
Fee Estimate for HDR Pursuit #10190933
City of Bettendorf Iowa

Task No.	Task Description	Labor		Direct Expenses	HDR TOTAL FEE	Subconsultant				PROJECT TOTAL FEE
		Hours	Labor Fee	Direct Expense Fee		Hours	Labor Fee	Direct Expenses	Total SUB Fee	
1	CONTRACT MANAGEMENT	1328	\$ 185,332	\$ 8,988	\$ 194,320	0	\$ -	\$ -	\$ -	\$ 194,320
2	INFORMATION COLLECTION / SURVEY / GEOTECH	107	\$ 15,639	\$ 688	\$ 16,327	157	\$ 31,821	\$ 4,000	\$ 35,821	\$ 52,147
3	TRAFFIC STUDY	478	\$ 70,723	\$ 2,016	\$ 72,739	0	\$ -	\$ -	\$ -	\$ 72,739
4	PUBLIC REALM CONCEPTUAL DESIGN	456	\$ 57,673	\$ 1,764	\$ 59,436	0	\$ -	\$ -	\$ -	\$ 59,436
5	PRELIMINARY DESIGN	4362	\$ 486,485	\$ 990	\$ 487,475	737	\$ 51,741	\$ 2,065	\$ 53,806	\$ 541,281
6	RIGHT-OF-WAY / EASEMENT EVALUATION AND DOCUMENT PREPARATION	0	\$ -	\$ -	\$ -	158	\$ 19,664	\$ -	\$ 19,664	\$ 19,664
7	REAL ESTATE SERVICES	246	\$ 28,830	\$ 3,277	\$ 32,107	0	\$ -	\$ -	\$ 21,875	\$ 53,982
8	LETTING ASSISTANCE	28	\$ 3,427	\$ 150	\$ 3,577	0	\$ -	\$ -	\$ -	\$ 3,577
BASE SERVICES TOTAL		7005	\$ 848,110	\$ 17,872	\$ 865,982	1052	\$ 103,225	\$ 6,065	\$ 131,165	\$ 997,147

ATTACHMENT H
Consultant Fee Proposal

Forest Grove Drive Reconstruction, Phase III
Fee Estimate for HDR Pursuit #10190933
City of Bettendorf Iowa

Task No.	Task Description	Principal	Sr. Engr. / Tech. Advisor	Project Manager	Project Engineering Lead	Strategic Communications - Mgr	Strategic Communications - Sr.	Strategic Communications - Jr.	Quality Control Manager	Sr. Roadway Engineer	Roadway Engineer IV	Roadway Engineer III	Roadway Engineer II	Roadway Engineer I	Sr. Traffic Engineer	Traffic Engineer IV	Traffic Engineer III	Traffic Engineer II	Traffic Engineer I	Sr. Structural Engineer	Structural Engineer	Sr. Geotechnical Engineer	Geotechnical Engineer	Sr. Environmental Scientist	Environmental Scientist IV	Environmental Scientist III	Environmental Scientist II	Environmental Scientist I	Sr. Engineering Technician	Engineering Technician III	Engineering Technician II	Engineering Technician I	Comm. Planning / Landscape Architect	Landscape Architect III	Landscape Architect II	Landscape Architect I	Sr. Real Estate Services Agent	Real Estate Services Agent II	Real Estate Services Agent I	Technical Editor	Project Accountant	Project Assistant	TOTAL LABOR		
1	CONTRACT MANAGEMENT	40	8	641	219	14	203	45	22	0	42	0	0	0	0	5	0	0	0	0	0	0	0	5	0	0	0	0	0	9	0	0	0	0	5	0	8	2	0	0	0	0	19	41	1,328
1.1	PROJECT ADMINISTRATION																																											0	
1.1.1	Team Management & Project Control (Scope-Schedule-Fee)	18		357	89						36																															4		504	
1.1.1.1	- Subconsultant Contract Agreements - Subcontractor Management			56																																								56	
1.1.2	Project Management Plan (PMP + updates; HASP)	2		16	2			2		2					1									1						1					1		2				1	1	32		
1.1.3	Quality Control (QC Mgmt & QMP, PARR; review hrs in 200, 300, & 400)	8	8	12	8				20																																			56	
1.1.4	Project Meetings (PM and PE only): Kickoff, Monthly Progress Migs	8		80	80																																					40	208		
1.1.5	Progress Reports and Project Invoicing			56																																						14	70		
1.2	COMMUNICATION PLAN																																											0	
1.2.1	Stakeholder Coordination - Public Meetings (3)			12	12	12	63	45																																				144	
1.2.2	Stakeholder Focus Group Meetings (5)			20	20		15																																					55	
1.2.3	Project Website	4		32	8	2	125				4				4									4					8					4		8								203	
2	INFORMATION COLLECTION / SURVEY / GEOTECH	0	0	34	14	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	2	0	2	2	0	0	0	4	25	0	0	0	0	12	0	0	0	0	0	0	0	0	0	107
2.1	INFORMATION COLLECTION																																											0	
2.1.1	Data Collection			4																				1				2	12															19	
2.1.2	Project Site Visit			8	8						12																																		40
2.1.3	Environmental Constraints Mapping			2																				1	2			2	8							12								15	
2.2	PRELIMINARY DESIGN SURVEY (By Klingner & Associates)			12	4																									4														20	
2.2.1	Control Surveys																																											0	
2.2.2	Topographic Surveys																																											0	
2.2.3	Utility Surveys																																											0	
2.2.4	Boundary Survey																																											0	
2.3	GEOTECHNICAL INVESTIGATION (By Terracon Consultants)			8	2																		2							1														13	
2.3.1	Pavement Borings / Geotechnical Investigation																																												

ATTACHMENT H
Consultant Fee Proposal

Forest Grove Drive Reconstruction, Phase III
Fee Estimate for HDR Pursuit #10190933
City of Bettendorf Iowa

Task No.	Task Description	Principal	Sr. Engr. / Tech. Advisor	Project Manager	Project Engineering Lead	Strategic Communications - Mgr	Strategic Communications - Sr.	Strategic Communications - Jr.	Quality Control Manager	Sr. Roadway Engineer	Roadway Engineer IV	Roadway Engineer III	Roadway Engineer II	Roadway Engineer I	Sr. Traffic Engineer	Traffic Engineer IV	Traffic Engineer III	Traffic Engineer II	Traffic Engineer I	Sr. Structural Engineer	Structural Engineer	Sr. Geotechnical Engineer	Geotechnical Engineer	Sr. Environmental Scientist	Environmental Scientist IV	Environmental Scientist III	Environmental Scientist II	Environmental Scientist I	Sr. Engineering Technician	Engineering Technician III	Engineering Technician II	Engineering Technician I	Comm. Planning / Landscape Architect	Landscape Architect III	Landscape Architect II	Landscape Architect I	Sr. Real Estate Services Agent	Real Estate Services Agent II	Real Estate Services Agent I	Technical Editor	Project Accountant	Project Assistant	TOTAL LABOR			
4	PUBLIC REALM CONCEPTUAL DESIGN	0	0	18	4	0	0	0	0	4	24	0	36	16	10	0	0	0	0	0	40	20	0	0	0	0	0	0	0	0	0	0	0	18	74	18	174	0	0	0	0	0	0	0	456	
4.1	CONCEPTUAL DESIGN KICK-OFF MEETING			4																																								10		
4.2	DATA COLLECTION AND BASE MAPPING									2	2		4	16																															34	
4.3	PUBLIC REALM ANALYSIS			2						2	2		4								8	4												2	2		2								28	
4.4	PUBLIC REALM DESIGN WORKSHOP			4	2					8	8		8		8						16	8											8	24		32									118	
4.5	CLIENT PRESENTATION & REVIEW			4						8			4								8	4											4	24	16	34									106	
4.6	PREFERRED CONCEPT REFINEMENT & PHOTO-REALISTIC RENDERINGS			2	2						4		16		2						8	4												2	8		56								104	
4.7	PREFERRED CONCEPT DESIGN GRAPHICS BOOK			2																														2	10	2	40								56	
5	PRELIMINARY DESIGN	4	24	142	198	0	0	0	135	0	410	36	1195	1497	0	0	0	75	0	0	0	0	4	0	50	60	92	36	80	32	0	0	0	8	62	30	174	0	0	0	18	0	0	0	4,362	
5.1	ESTABLISH DESIGN CRITERIA				2						5		10																																17	
5.2	UTILITY COORDINATION			5							25		40																																70	
5.3	PERMITS AND ENVIRONMENTAL REVIEW			11																																								11		
5.3.1	Cultural Review (By Tallgrass Archeological)																																											0		
5.3.2	Iowa DOT Form Completion																							2	2	4	4	4																	16	
5.3.3	Environmental Resource Studies																																											0		
5.3.3.1	Stream and Wetland Delineation																							6	8		24	40	8											4				90		
5.3.3.2	Threatened and Endangered Species Habitat Review																						2	2			12	2												2				20		
5.3.3.3	Cultural Resources Review																						8																					10		
5.3.3.4	Regulated Materials Review																						8	32	20																2			66		
5.3.4	NEPA Documentation																						4	2	8		8		2																26	
5.3.5	Environmental Permits																						8	8	20			24	8																72	
5.3.5.1	Joint Application for Iowa																						8	4	32				4																50	
5.3.5.2	NPDES Permit Application Notice of intent (NOI/SWPPP)																							4	2	8			2																20	
5.4	PRELIMINARY PLANS (60% Joint Submittal to DOT & City)		12	68										2							2																								82	
5.4.1	Preliminary Plan Preparation																																												0	
5.4.1.1	General Plans																																												0	
	A-Sheets - Title Sheet				1						2		7	10																																20
	C-Sheets - Quantities/ERN/Tabulations/Gen-Info				13						25		88	125																																251
5.4.1.2	Roadway Design Plans				---						---		---	---																																0
	B-Sheets - Typical Cross Sections and Details				3						5		17	24																																49
	CR-Sheets - Removals				2						4		14	20																															40	
	D-Sheets - Mainline Plan and Profile Sheets				6						12		42	60																															120	
	E-Sheets - Side Road Plan and Profile Sheets				3						6		21	30																															60	
	F-Sheets - Detour Davenport, Temporary Pavement Sheets				5						10		35	50																															100	
	G-Sheets - Survey Control Sheets				2						4		13	18																															37	
	J-Sheets - Traffic Control and Staging Sheets				16						36		126	180																															360	
	K-Sheets - Intersection Sheets (4 intersections)				2						3		9	12																															26	
	L-Sheets - Geometric, Staking, and Jointing Sheets				3						5		17	24																															49	
5.4.1.3	Right-of-Way / Easement Plans				---						---		---	---																																0
	H-Sheets - Right-of-Way/Easement Sheets				2						3		11	15																															31	
5.4.1.4	Utility Design Plans				---						---		---	---																																0
	CR-Sheets - Sewer Utility Removals				2						4		12	16																															34	
	M-Sheets - Storm Sewer Plan and Profile Sheets				7						14		48	68																															137	
	ED-Sheets - Drainage Channel and Dike Plan and Profile Sheets				1						2		7	10																																20
	MSA-Sheets - Sanitary Sewer Plan and Profile Sheets				1						1		3	4																																9

ATTACHMENT H
Consultant Fee Proposal

Forest Grove Drive Reconstruction, Phase III
Fee Estimate for HDR Pursuit #10190933
City of Bettendorf Iowa

		Principal	Sr. Engr. / Tech. Advisor	Project Manager	Project Engineering Lead	Strategic Communications - Mgr	Strategic Communications - Sr.	Strategic Communications - Jr.	Quality Control Manager	Sr. Roadway Engineer	Roadway Engineer IV	Roadway Engineer III	Roadway Engineer II	Roadway Engineer I	Sr. Traffic Engineer	Traffic Engineer IV	Traffic Engineer III	Traffic Engineer II	Traffic Engineer I	Sr. Structural Engineer	Structural Engineer	Sr. Geotechnical Engineer	Geotechnical Engineer	Sr. Environmental Scientist	Environmental Scientist IV	Environmental Scientist III	Environmental Scientist II	Environmental Scientist I	Sr. Engineering Technician	Engineering Technician III	Engineering Technician II	Engineering Technician I	Comm. Planning / Landscape Architect	Landscape Architect III	Landscape Architect II	Landscape Architect I	Sr. Real Estate Services Agent	Real Estate Services Agent II	Real Estate Services Agent I	Technical Editor	Project Accountant	Project Assistant	TOTAL LABOR			
5.4.1.5	Side Road Traffic Signal, Traffic Control and Staging Plan				---																																								0	
	U-Sheets - Design Detail Sheets				5							9	31	22					22																										89	
	N-Sheets - Traffic Signal Sheets				6							12	42	30					30																										120	
5.4.1.6	Lighting Plans				---							---	12	---																															12	
	C-Sheets - Quantities and General Info				1							2	2	5	5																														15	
	P-Sheets - Lighting Plans				3							6	9	21	21																														60	
	U-Sheets - Design Detail Sheets				2							3	4	9	9																														27	
5.4.1.7	Sidewalk Details / ADA Ramp Plans (By J+M Civil Design)				---							---	---	---																															0	
	S-Sheets - Sidewalk Details / ADA Ramp Sheets				1							1		2	3																														7	
5.4.1.8	Streetscape Plans				---							---	---	---																															0	
	R-Sheets - Streetscape Sheets				7							14	47	66																															258	
5.4.1.9	Erosion Control Plans (By J+M Civil Design)				---							---	---	---																															0	
	RC-Sheets - Sediment Control Quantities Tabulations				1							1		1	1																														4	
	RR-Sheets - Erosion Control Plan Sheet				1							1		1	2																														5	
	RU-Sheets - Erosion Control Detail Sheets				1							1		1	1																														4	
5.4.1.10	Earthwork Design				---							---	---	---																																0
	T-Sheets - Earthwork Sheets				2							3		9	12																															26
5.4.1.11	Retaining Walls				---							---	---	---																																0
	V-Sheets - Retaining Wall Sheets				2							3		9	12																															26
5.4.1.12	Cross Section Sheets				---							---	---	---																																0
	W-Sheets - Mainline Cross Sections				5							9		32	45																															91
	X-Sheets - Side Road Cross Sections				2							4		14	20																														40	
	Z-Sheets - Detour Cross Sections	---		---								---	---	---																																0
5.4.2	Preliminary Opinion of Probable Construction Cost									8		10		20	20																															70
5.4.3	Quality Control - Preliminary Plan Development			4	4				48																																					60
5.4.4	Field Review with City										12																																			12
5.5	CHECK PLANS (95% Joint Submittal to DOT & City)		8	32																		2																							42	
5.5.1	Check Plan Preparation																																													

Forest Grove Drive Reconstruction, Phase III
Fee Estimate for HDR Pursuit #10190933
City of Bettendorf Iowa

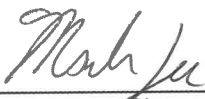
Hours Summary

ATTACHMENT I
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SUBCONSULTANT SCOPE AND BUDGET

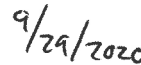
Project Number: **STP-U-0587(639)-70-82**

State of **Illinois**

I hereby certify that I, **Mark C. Lee**, am the **Branch Manager** and duly authorized representative of the firm of **Klingner & Associates, LLC**, whose address is **616 N. 24th Street, Quincy, IL 62301**, and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.



Signature



Date

2.2 PRELIMINARY DESIGN SURVEY

The survey **sub-consultant** shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific design survey tasks to be performed include the following:

2.2.1 Control Surveys

The **Survey Sub-Consultant** will establish horizontal and vertical control for the project area in accordance with the Iowa DOT Survey Standards and the City of Bettendorf Codes and policies. Each permanent control point or benchmark shall have horizontal coordinates or elevation, and shall provide monument tie notes including monument descriptions. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per USGS datum.

The **Survey Sub-Consultant** shall provide sufficient control for construction. If it is determined that control is insufficient for construction, whether destroyed or disturbed, the **Survey Sub-Consultant** shall provide supplemental control points as needed, as part of the construction phase as survey services

2.2.2 Topographic Survey

The Survey Sub-Consultant will perform topographic surveys required for the development of the project. Topographic surveys are anticipated to require detailed elevation information for proper construction installation, including, but not limited to:

- 1) Full width of the Public right-of-way within 100' of an intersection and 50' at driveways.
- 2) All pertinent items between intersections that would contribute to the design of a roadway and all underground infrastructure including but not limited to: Edge of traveled way, roadway ditches, culvert pipe, curbs, etc.
- 3) Private properties and areas within easements as determined by the consultant
- 4) Driveway elevations where rehabilitation presents elevation concerns
- 5) Gutter and/or roadway profiles as necessary for drainage concerns or ultimate roadway profile condition needs.
- 6) Sidewalk ramps and landings within the public right-of-way.

- 7) Fences, signs, buildings, retaining walls, planters, etc.
- 8) Vegetation 4" diameter and larger – includes tree diameter/unit measurement for removal quantification.
- 9) Visible utility appurtenances likely to be impacted by the project
- 10) Traffic signals, traffic control boxes, etc.
- 11) Sanitary and storm sewer rim and at grade elevations, invert elevations, and flow directions, within the project limits and the next structure upstream and downstream (outside of the project limits).
- 12) Photography and inventory of each structure within the project limits

2.2.3 Utility Surveys

Public and private utility facilities will be identified through the Iowa ONE-CALL process. The survey sub-consultant shall perform utility surveys required for the development of the project. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Survey Sub-Consultant shall field locate visible valves, manholes, handholes, and utility access within the project limits to accurately account for adjustment and/or replacement. Underground utilities will be incorporated into the project through map requests to the utility companies and drawn into the design file. This work will be considered survey quality level "B", per CI/ASCE 38-02. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including power poles, pedestals, valves and manholes).

To minimize potholing needs, the Survey Sub-Consultant shall remove existing water main valve covers and measure from the surface to the valve stem to estimate water main depth. Utilities will be identified from surface utility locates and existing utility maps.

The Survey Sub-Consultant shall provide an excel spreadsheet and summary of each utility within the project area, utility maps which were collected through the Iowa One Call process, and contact information for each utility identified. The Survey Sub-Consultant shall verify owners of each utility surveyed to the extent possible to facilitate in the preliminary design.

2.2.4 Boundary Survey

The **Survey Sub-Consultant** shall determine the location of existing Right-of-Way (ROW) and identify property owners adjacent to the project. This task consists of researching record documents at the City and County and locating existing monumentation (including, but not limited to, property pins, right-of-way monumentation, section corners, and other monuments) along the corridor. All found monuments shall be shown on the H-Sheets in the contract drawings.

Deliverables for Task 2.2 (Survey Sub-Consultant to Consultant):

- 1) [2.2.1] Control point summary and control points included in digital file identified in Task 2.2.1.
- 2) [2.2.2] Digital survey file in AutoCAD Civil 3D format which includes items identified in Task 2.2.2
- 3) [2.2.3] Photography and inventory of each structure
- 4) [2.2.3] Utility survey with line-types specific to each utility owner
- 5) [2.2.3] Excel summary of utilities and existing utility maps
- 6) [2.2.4] Digital survey file in AutoCAD Civil 3D format which includes items identified in Task 2.2.4.

Key Understandings and Assumptions for Task 2.2:

- 1) Potholing / hydro excavation for depths of existing utilities will not be included in the utility survey work. Utilities will be located from available utility maps and field locates.

6.1 RIGHT-OF-WAY PLATS-EXHIBITS AND LEGAL DESCRIPTIONS

The **Consultant** will hire a **Survey Sub-Consultant** (Klingner and Associates) to perform Right-of-Way / Easement Services outlined below.

A Boundary Survey was completed under Task 2.2.4 by **Survey Subconsultant**.

Staking of proposed right-of-way and/or easements shall be provided for all said locations during the acquisition phase of the project.

Utilize Iowa DOT-style symbols when preparing ROW and property boundary exhibits for use during design and easement acquisitions.

In the event the plats, exhibits and/or PIDs are found to be in error, these shall be rectified and shall give immediate attention to any changes so there will be a minimum of delay (within three (3) business days).

The **Consultant** will prepare exhibits in the form of the plan H-Sheets with a Parcel Impact Detail (PID) sheet for each easement required. H-Sheets will be included in the plan development and the task is further outlined in 5.4.1 Preliminary Plan Preparation .

The following lists estimated number of acquisition documents. Provide 3 signed copies of each.

- 1) Right-of-way (fee title; plat signed by an LS) – 6 parcels
- 2) Temporary Construction Easement (exhibit; no signature required) – 8 parcels
- 3) Joint Utility/Drainage easement (exhibit; no signature required) – 1 parcel

Deliverables for Task 6.1 (Survey Sub-Consultant to Consultant):

- 1) Draft Plats-Exhibits and Legal Descriptions for Review
- 2) Final Plats-Exhibits and Legal Description Documents

Key Understandings and Assumptions for Task 6.1:

- 1) All ROW Design tasks must be performed by or under the direct supervision of a Professional Civil Engineer or Registered Land Surveyor registered in Iowa who is qualified and in good standing to complete the Services in Iowa.
- 2) All ROW Survey services must be performed by a Registered Land Surveyor registered in Iowa who is qualified and in good standing to complete the Services in Iowa.

Klingner Fee Proposal		
Klingner & Associates		
<u>HDR Forest Grove Drive</u>	Total Hours	Total Fee
Task 2.2 Preliminary Design Survey	10	\$ 1,389.60
pm coordination & oversight		
Task 2.2.1 Control Surveys	15	\$ 2,074.53
Task 2.2.2 Topographic Survey	60	\$ 8,535.20
Task 2.2.3 Utility Survey	42	\$ 5,737.56
Task 2.2.4 Boundary Survey	30	\$ 4,583.70
Task 6.1 Right-of-Way Plats-Exhibits	157.5	\$ 19,663.65
plats estimated (15) 6 hours a plat draft//legal		
qc//qa (15) 1.5 hours a plat draft//legal		
staking plats /easements 15 3 hours per		
SUMMARY OF HOURS		
field hours	136	2 man crew
tech hours	134	T-6
pls hours	44.5	PLS
	314.5	\$ 41,984.24

ATTACHMENT I
Page 1 of 9 | of 21 total
SUBCONSULTANT SCOPE AND BUDGET

Project Number: [STP-U-0587\(639\)--70-82](#)

State of [Iowa](#)

I hereby certify that I, [Sara Somsy](#), am the [Geotechnical Department Manager](#) and duly authorized representative of the firm of [Terracon Consultants, Inc.](#), whose address is [870 40th Ave., Bettendorf, IA 52722](#), and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.



Signature

9-29-2020

Date

See inserted Terracon proposal, dated August 13, 2020 (9 total pages)

August 13, 2020

HDR Engineering, Inc.
5815 Council Street NE, Suite B
Cedar Rapids, Iowa 52402



Attn: Mr. Morgan Mays

Re: Proposal for Geotechnical Engineering Services
Forrest Grove Drive Reconstruction
Friendship Path to Middle Road
Bettendorf, Iowa
Terracon Proposal No. P07205032R

Dear Mr. Mays:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit our proposal to HDR Engineering, Inc. (HDR) to provide geotechnical engineering services for the above referenced project. The following are exhibits to the attached Master Services Agreement Task Order.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location

Our lump sum fee to perform the scope of services discussed in this proposal is \$9,500. Traffic control will be invoiced at cost plus 15%; a budgetary fee of \$4,000 could be used. See Exhibit C for more details regarding our fee.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by returning a signed copy of the attached Task Order to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.


Sara J. Samsky, P.E.
Geotechnical Department Manager



Joel D. Schluensen, E.I.
Staff Engineer

Attachments

Terracon Consultants, Inc. 870 40th Avenue Bettendorf, Iowa 52722
P (563) 355 0702 F (563) 355 4789 terracon.com

Environmental Facilities Geotechnical Materials

Proposal for Geotechnical Engineering Services
Forrest Grove Drive Reconstruction ■ Bettendorf, Iowa
August 13, 2020 ■ Terracon Proposal No. P07205032R



EXHIBIT A - PROJECT UNDERSTANDING

Our scope of services is based on our understanding of the project as described by HDR. We have not visited the project site recently to confirm the information provided. We request the design team verify the information presented in the following tables prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Site Information	The project is located on Forrest Grove Drive from near Friendship Path to near Middle Road in Bettendorf, Iowa. (See Exhibit D)
Existing Improvements	The existing roadway is a two-lane city street.
Current Ground Cover	asphalt cement concrete pavements, grass in proposed new pavement lanes
Existing Topography	Based on the preliminary plan/profile set provided, the proposed centerline is gently rolling with less than 10 feet of grade change along the proposed centerline.
Site Access	We expect the site and boring locations will be accessible to our ATV-mounted drilling equipment.

Planned Construction

Item	Description
Project Description	Forrest Grove Drive is being widened to add a bidirectional turn lane from west of Friendship Path to west of Middle. New light poles/high mast structures are also planned and will be supported on deep foundations.
Grading	final grades are expected to be within 3 feet of existing grades
Pavements	The improved Forrest Grove Drive is expected to include portland cement pavements with a drainable aggregate base and sub-drain system. The anticipated traffic loads have not been provided at this time. Maximum cut/fill on the order of 3 feet is expected.

Proposal for Geotechnical Engineering Services
Forrest Grove Drive Reconstruction ■ Bettendorf, Iowa
August 13, 2020 ■ Terracon Proposal No. P07205032R



EXHIBIT B - SCOPE OF SERVICES

Our services will consist of a field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

HDR requested the following number of borings, their locations, and depths:

Planned Location	Number of Borings	Planned Boring Depth (feet) ¹
Roadway	7	10
Intersections	3	40
Miscellaneous Structures	2	20

1. Below ground surface.

Boring Layout and Elevations: Latitude and longitude coordinates will be estimated by Terracon, which will be used by the drill crew to layout the borings using a handheld GPS device. Approximate surface elevations will be obtained by the Iowa Department of Natural Resources (IDNR) LiDAR Data Elevation Tool. The boring locations and elevations should be considered accurate only to the degree implied by the means and methods used for these measurements. If precise boring locations and elevations are needed, we recommend that HDR retain a surveyor to provide these services.

Subsurface Exploration Procedures: The borings will be advanced using an ATV-mounted drill rig using continuous-flight augers (solid-stem and/or hollow-stem, depending on soil conditions). Four samples will be obtained in the upper 10 feet of each boring and one sample will be obtained at intervals of 5 feet thereafter. Sampling will be performed using split-barrel sampling procedures, in which split-barrel samplers will be driven in general accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our laboratory for testing, and classified by the project engineer. Field vane shear testing may also be performed to measure the shear strength of in-situ clays. In addition, we will observe and record subsurface water levels during drilling and sampling.

Our exploration team will prepare field logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information, visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Boring logs included in our report will be prepared from the field logs, will represent the project engineer's interpretation, and include modifications based on observations and laboratory tests.

Traffic Control: Our fee includes providing traffic control. We plan to utilize a moving work zone, consisting of signage and/or flaggers, as necessary, over a period of 2 days. We will submit our

Responsive ■ Resourceful ■ Reliable

EXHIBIT B – SCOPE OF SERVICES 1 of 4

Proposal for Geotechnical Engineering Services
Forrest Grove Drive Reconstruction ■ Bettendorf, Iowa
August 13, 2020 ■ Terracon Proposal No. P07205032R



traffic control plan to HDR for your approval. Since Terracon will subcontract these services, to reduce costs, the City of Bettendorf (City) could provide traffic control for the project. Upon request, we are available to discuss this with you further.

Permits: Our proposal considers any permits required by the City will be obtained by HDR.

Property Disturbance: We will backfill the borings performed through existing pavements with sand; the remaining borings will be backfilled with auger cuttings and a borehole plug will be installed. Pavements will be patched with like material. Our services do not include repair of the sites beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in green space areas near each borehole. Because backfill material often settles below the surface after a period, we recommend boreholes are checked periodically and backfilled, if necessary.

Reasonable care will be taken to reduce damage to the sites, but it is impossible to estimate the cost to restore the sites to their original condition prior to performing the work. It should be understood that damage to curbs, sidewalks, ground surface, landscape, pavements, etc. can occur as a result of our normal field operations. Costs to repair the sites to their condition prior to our field exploration is not included in our scope of services or fee.

Site Access: In order to conduct our field services, Terracon must be granted access to the site by the City. Without information to the contrary, acceptance of this proposal will be considered authorization to access the property for the purpose of conducting the field exploration in accordance with the scope of services.

Safety

Terracon has not been made aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope of services considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Terracon will call Iowa "One Call" to locate utilities in public easements. This service requires 2 business days to clear utilities from the time the request is made. **All private utilities must be marked by the City and/or HDR prior to commencement of field exploration.** Terracon will not be responsible for damage to private utilities that are not made aware to us. If a private locate is necessary, we are available to provide you with the names of companies that provide this service. Terracon is not responsible for damage to any utilities (public or private) incorrectly marked or not marked by others. Any other restrictions or special requirements regarding this site or exploration should also be provided to us before we commence the fieldwork.

Proposal for Geotechnical Engineering Services
Forrest Grove Drive Reconstruction ■ Bettendorf, Iowa
August 13, 2020 ■ Terracon Proposal No. P07205032R



In addition, Terracon retains the right to stop work without penalty at any time Terracon believes it is in the best interests of Terracon's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. HDR agrees it will respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes. HDR acknowledges its responsibility for notifying Terracon of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Employee safety is a core value of Terracon, and we are committed to an Incident and Injury-Free (IIF) workplace. This commitment is at all levels of our company to ensure that everyone goes home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Fieldwork will be performed following Terracon-performed Pre-Task Planning and Tailgate meetings to discuss the potential safety hazards and reinforce project objectives and procedures.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Grain size analysis (percent passing No. 200 sieve)
- Organic content

Our laboratory testing program often includes examination of samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by the project engineer. The engineer will develop a geotechnical site characterization and appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we will provide you and your design team the necessary link to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

Proposal for Geotechnical Engineering Services
Forrest Grove Drive Reconstruction ■ Bettendorf, Iowa
August 13, 2020 ■ Terracon Proposal No. P07205032R



- Project Planning – Proposal information, schedule and anticipated exploration plan posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we will upload a printable version of our geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual classification
- Subsurface water levels observed during and after the completion of drilling
- **Site Location and Exploration Plan**
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork recommendations, including site preparation and subgrade treatment options
- Recommended support modulus of subgrade reaction (k) for pavement
- Below pavement drainage considerations

Minimum pavement thicknesses based on the AASHTO design method can be provided if HDR provides Terracon with the number of equivalent 18-kip axle loads for each drive lane and the design period. We are available to discuss with you if a different design method is needed.

Review of Plans and Specifications

Review of the project plans and specifications is a vital part of our geotechnical engineering services and consists of reviewing those portions of the project plans and specifications that are related to site preparation and foundation construction. Our review will include a written statement that conveys our opinions related to the plans and specifications' consistency with our geotechnical engineering recommendations. Up to 4 hours of review time is included in our fee.

Proposal for Geotechnical Engineering Services
Forrest Grove Drive Reconstruction ■ Bettendorf, Iowa
August 13, 2020 ■ Terracon Proposal No. P07205032R



EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the project as summarized in Exhibit A, and the requested scope of services outlined in Exhibit B, our lump sum fee is **\$9,500**. Traffic control will be invoiced at cost plus 15%; a budgetary fee of **\$4,000** could be used. Unless instructed otherwise, we will submit our invoice(s) to HDR. If conditions are encountered that require scope of services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. If contact cannot be made while our drill crew is on-site, reasonable changes in the drilling program such as deepening the borings will be made by Terracon and HDR agrees to reimburse Terracon for these additional services. Our fee does not include the cost of services performed after submittal of our report, such as plan review or addendum reports due to project changes or information that was not provided/available at the time our report was prepared. Upon request, we are available to provide these services.

Project Schedule

We developed the following schedule to complete the scope of services based upon our existing availability and understanding of your project schedule; however, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, clearance of utilities (public and private), or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

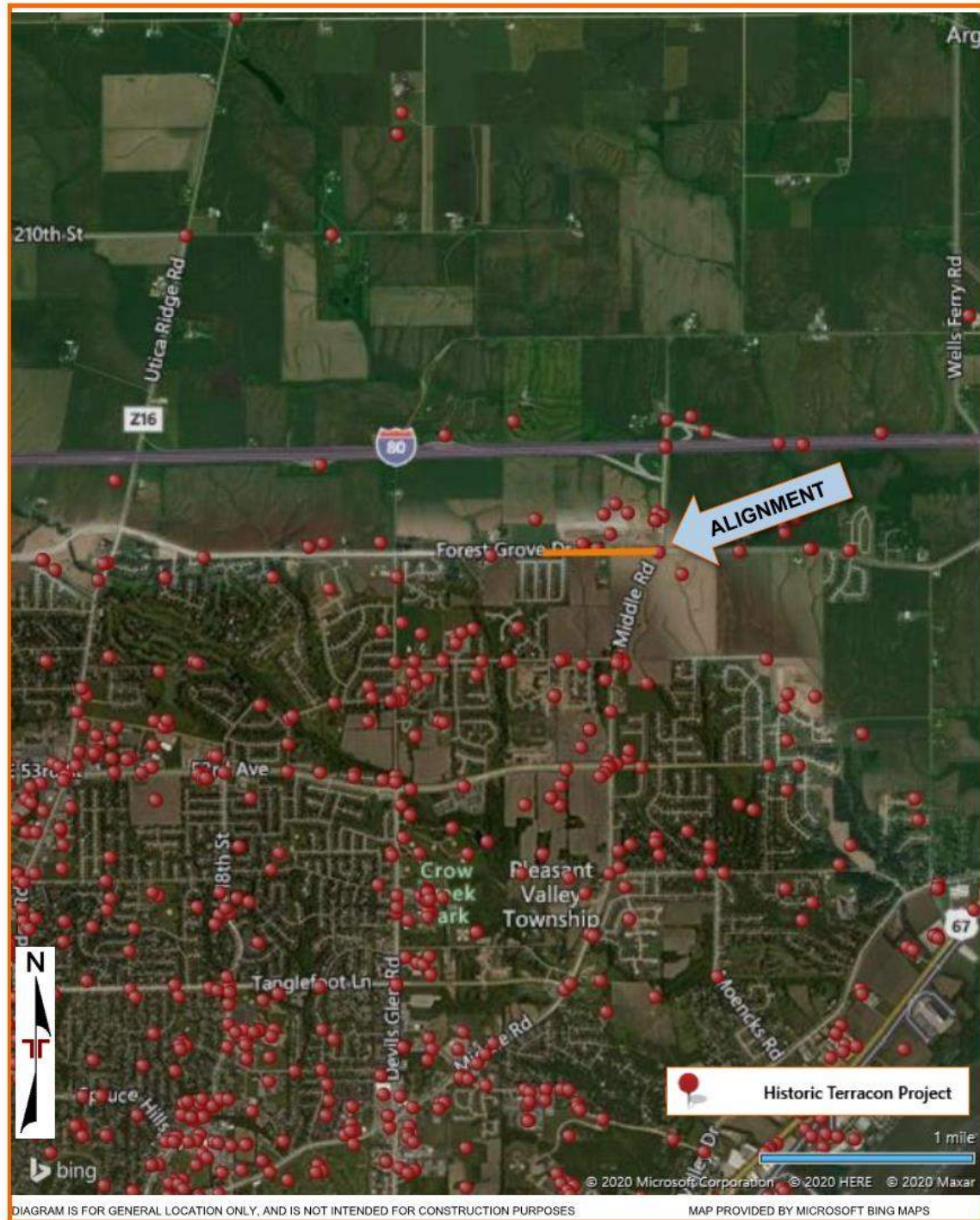
Project Milestones	GeoReport® Delivery Time Frame ^{1, 2}
Notice to Proceed (NTP)	---
Project Planning	Posted within 3 business days after NTP
Field Exploration	Drill date will be coordinated with to HDR 2 days of field work anticipated
Site Characterization	Posted within 10 business days of completion of Field Exploration
Geotechnical Engineering	Posted 10 to 15 business days after completion of Field Exploration

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar dates for the delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION

Forrest Grove Drive Reconstruction ■ Bettendorf, Iowa
August 13, 2020 ■ Terracon Proposal No. P07205032R

Terracon

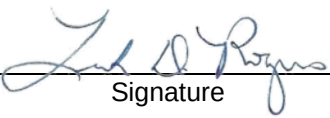


ATTACHMENT I
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SUBCONSULTANT SCOPE AND BUDGET

Project Number: STP-U-0587(639)--70-82

State of Iowa

I hereby certify that I, Leah Rogers, am the Principal Investigator and duly authorized representative of the firm of Tallgrass Archaeology, LLC, whose address is 2460 S. Riverside Drive, Iowa City, IA 52246, and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.



Signature

09/29/2020

Date

See inserted Tallgrass Archaeology, LLC proposal, dated July 27, 2020 (2 total pages)

REVISED COST ESTIMATE and SCOPE OF WORK

**SUBMITTED BY: TALLGRASS ARCHAEOLOGY LLC,
2460 S. RIVERSIDE DRIVE, IOWA CITY, IA 52246
319-354-6722**

SUBMITTED TO: HDR ENGINEERING, INC., OMAHA, NE

07/27/2020

***PROJECT : PHASE I ARCHAEOLOGICAL INVESTIGATION FOR THE FOREST GROVE DRIVE
RECONSTRUCTION PHASE II, WEST FRIENDSHIP PATH TO MIDDLE ROAD, CITY OF BETTENDORF,
SCOTT COUNTY, IOWA***

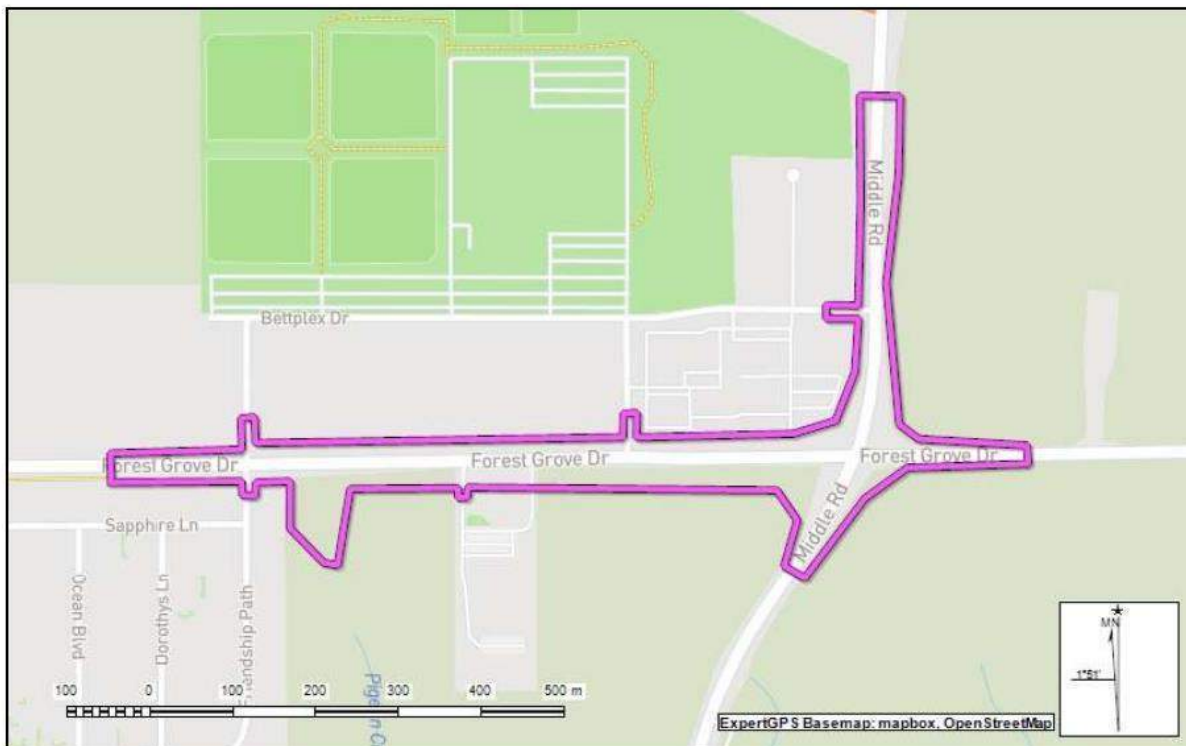
	Hours	Totals
<u>Labor Costs:</u>		
Principal Investigator @ \$70.00	30 hrs.	= \$ 2100
Project Archaeologist @ \$44.80	64 hrs.	= \$ 2867
Project Assistants (2) @ \$29.57	80 hrs.	= \$ 2366
Project Assistants (2) @ \$25.98	<u>80 hrs.</u>	= <u>\$ 2078</u>
<i>Subtotal Labor</i>	254 hrs.	= \$ 9411

<u>Expenses:</u>	
mileage 900 miles @ \$0.55/mile	\$ 495
per diem \$110 overnight for 3 nights for 4 people	1320
I-Sites Pro access fee	60
artifact curation fees	100
shipping/supplies	<u>90</u>
<i>Subtotal Expenses</i>	\$ 2065

LABOR	TOTAL	\$ 9,411
EXPENSES	TOTAL	<u>\$ 2,065</u>
GRAND TOTAL		\$ 11,476 [Costs may be shifted within budget to reflect actual labor & receipts.]

Scope of Work: The Phase I archaeological investigation will adhere to the current revised state guidelines for Phase I investigation as approved in November 2018 by the Association of Iowa Archaeologists. It is anticipated that the corridor can be examined primarily by systematic pedestrian surface survey in those portions of the corridor that have not been previously impacted by modern development and still in row crop production. Some subsurface tests in the form of shovel tests (30 cm diameter and excavated to at least 50 cm below surface) placed at intervals no greater than 15 meters (50 feet) apart to further examine soil development and archaeological potential. Any archaeological sites encountered will require additional testing at intervals of 10 meters or less to evaluate the site integrity and potential significance for eligibility for inclusion in the National Register of Historic Places. The results of the Phase I investigation will be summarized in a report that adheres to the AIA guidelines.

Schedule: The field investigation will require an ability to see the ground surface with at least 25-30% surface visibility. This can be done in cornfields prior to harvest but is problematic for soybean fields, which will vine out over the rows making crop damage a possibility that we should avoid. It would be best to wait until harvest for at least the soybean fields if any in the project corridor.



Street map showing outline of project area along Forest Grove Dr and Middle Rd based on file sent to Tallgrass by HDR on July 28, 2020. Note that the area along Middle Road north of Forest Grove Dr. has been previously surveyed to the Phase I level and warrants no further investigation. Also eliminated from the current cost estimate are those areas, primarily on the north side of Forest Grove Dr. west of Middle Road, that have already been impacted by modern, and ongoing development. The previous surveys and previous impacts will be identified and discussed in the Phase I report.

ATTACHMENT I
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SUBCONSULTANT SCOPE AND BUDGET

Project Number: [STP-U-0587\(639\)--70-82](#)

State of [Iowa](#)

I hereby certify that I, [Bryce Johnson](#), am the [President](#) and duly authorized representative of the firm of [J+M Civil Design, LLC](#), whose address is [2550 Middle Road, Suite 602, Bettendorf, IA 52722](#), and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.


Signature

[9/29/20](#)
Date

5.4.1.7 Sidewalk Details / ADA Ramp Plans

The **Consultant** will hire a DBE **Civil Sub-Consultant** (J+M Civil Design LLC) to provide ADA compliant sidewalk ramps at each quadrant of the intersection for incorporation into the plan set as S-Sheets. The **Civil Sub-Consultant** will develop the sheets listed below for inclusion in the plan preparation.

- S - Sheets - Sidewalk Details/ADA Ramp Sheets (1" = 5' Scale)

5.4.1.9 Erosion Control Plans

The **Consultant** will hire a DBE **Civil Sub-Consultant** (J+M Civil Design LLC) to develop the base Pollution Prevention Plan (PPP) based on Iowa DOT design manual guidance and tabulations. The following sheets will be generated to meet the Iowa DOT design manual requirements for a PPP:

- RC-Sheets – Sediment Control Quantities Tabulations (including Tabulation 110-12)
- RR-Sheets – Erosion Control Plan Sheets
- RU-Sheets – Erosion Control Detail Sheets

Assumptions for PPP:

- Task effort is estimated for coverage under NPDES General Permit No. 2 only.
- **Consultant** is responsible for Public Notice of Storm Water Discharge and template SWPPP Document, based on the storm water design by J+M Civil Design LLC.
- Contractor will be responsible to complete the project-specific SWPPP, execute the PPP, and provide maintenance throughout construction.

J+M Civil Design Fee Proposal:



2550 Middle Road, Suite 602
Bettendorf, IA 52722
p. 563.345.3470

Fee Estimate - FINAL

PROJECT: FOREST GROVE DRIVE IMPROVEMENTS
LOCATION: BETTENDORF, IA
DATE: 9/28/2020

A. MANHOUR ESTIMATE

TASK NO.	DESCRIPTION	MANHOUR ESTIMATE						Assumptions
		Proj Mngr / Sr Proj Engr	Engr / Engr Designer	Engr Int / Sr Engr Tech	Site Insp	Engr Tech	Admin	
1	Project Management / QA/QC	44						10%
2	Startup							
	CAD Setup / Client Design Review		4	6				
3	Meetings							
	Kickoff (Remote)		2					
	Progress (Remote)		9					
	Internal Meetings		2	2				Bi-Weekly; 6 Max
	Trips = 0							
4	Sidewalk Details / ADA Ramp Plans							
	Design / Modeling		24	48				8 SR/Entr Crossings; 4 Maj Intersect Quads
	S-Sheet Development (ADA Details and Tabs)		24	24		48		12 Sheets
	Prelim Plan Submittal		12			18		12 Sheets
	Check Plan Submittal		10	6		12		12 Sheets
	Final Plan Submittal		3			3		12 Sheets
5	Erosion Control Plans							
	Design / Layout / Basins		12	26				Est 5000' Project Length
	PPP / Std Rd Plans		2	2		2		
	RC-Sheet Development (Tabs)		4	6		4		2 Sheets plus PPP
	RR-Sheet Development (Plans)		10	20		15		5 Sheets plus Legend/Info
	RU-Sheet Development (Details)		3	3		4		1 Sheet
	Prelim Plan Submittal		9	9		18		9 Sheets plus Legend/Info
	Check Plan Submittal		9	5		14		9 Sheets plus Legend/Info
	Final Plan Submittal		2			3		9 Sheets plus Legend/Info
	Trips = 0							
TOTAL		44	141	157	0	141	0	

B. LABOR COST

Rate

Project Manager / Sr. Project Engineer	44 hours	X	\$ 130.00	=	\$ 5,720.00
Engineer / Engineering Designer	141 hours	X	\$ 110.00	=	\$ 15,510.00
Engr Intern / Sr Engr Tech	157 hours	X	\$ 85.00	=	\$ 13,345.00
Site Inspector	0 hours	X	\$ 75.00	=	\$ -
Engineering Technician	141 hours	X	\$ 55.00	=	\$ 7,755.00
Administrative	0 hours	X	\$ 30.00	=	\$ -

Total Labor Cost 483 = \$ 42,330.00

C. EXPENSES

Rate

Mileage	- miles	X	\$ 0.575	=	\$ -
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Total Expenses = \$ -

D. TOTAL FEE

Total Labor Cost	\$ 42,330.00
Total Expenses	\$ -

Total Fee \$ 42,330.00

ATTACHMENT I
Page 1 of 1 | of 21 total
SUBCONSULTANT SCOPE AND BUDGET

Project Number: STP-U-0587(639)--70-82

State of Iowa

I hereby certify that I, Russ Montezuma, am the President and duly authorized representative of the firm of Commercial Appraisers of Iowa, Inc., whose address is 3737 Woodland Avenue, Suite 320, West Des Moines, IA 50266, and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.


Signature

9/29/20
Date

7.1.1 Property Appraisals

The appraisal reports will be prepared using standard State format, to include property owner contact and site inspection materials as specified in the Iowa DOT Right of Way Manual. All appraisals will be prepared in accordance to USPAP, UNIFORM ACT, Approved Iowa DOT ROW MANUAL, requirements.

The proposed unit price fee from Commercial Appraisers of Iowa is:

- \$3,000 per appraisal
- 5 property appraisal estimated

$\$3,000 \times 5 \text{ appraisals} = \$15,000.00$

ATTACHMENT I
Page 1 of 1 | of 21 total
SUBCONSULTANT SCOPE AND BUDGET

Project Number: [STP-U-0587\(639\)--70-82](#)

State of [Iowa](#)

I hereby certify that I, [Brian Linnemeyer](#), am the [Owner](#) and duly authorized representative of the firm of [Agroval](#), whose address is [501 E. Locust Street, Des Moines, IA 50309](#), and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.

Brian K. Linnemeyer BKL

Signature

10-14-2020

Date

7.1.1 Property Appraisals

The appraisal reports will be prepared using standard State format, to include property owner contact and site inspection materials as specified in the Iowa DOT Right of Way Manual. All appraisals will be prepared in accordance to USPAP, UNIFORM ACT, Approved Iowa DOT ROW MANUAL, requirements.

The proposed unit price fee from Agroval to provide necessary review appraisals is:

- \$975 per review appraisal package
- 5 review appraisal packages are estimated

\$975 x 5 review appraisal packages = **\$4,875.00**

ATTACHMENT I
Page 1 of 1
SUBCONSULTANT SCOPE AND BUDGET

Project Number: STP-U-0587(639)--70-82

State of Iowa

I hereby certify that I, Randee K. Slings, am the President and duly authorized representative of the firm of Iowa Title Company, whose address is 101 West 2nd Street, Suite 400, Davenport, IA 52801, and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.

Randee K. Slings
Signature

10-6-2020
Date

7.1.3 Title Research Services

The **Consultant** shall subcontract with a **Sub-Consultant** (Iowa Title Company) to perform the abstracting and Title Report services included herein. The Services must be completed by, or under the direct supervision of a qualified abstractor in good standing to complete the Services in the State of Iowa. A qualified abstractor is identified as an Iowa Title Guaranty Participating Abstractor, Member of the Iowa Land Title Association who is familiar with and produces title work pursuant to the Iowa State Bar Association Abstracting Standards, the Iowa Land Title Association Title Standards, and the Iowa Title Guaranty Minimum Standards and local Scott County practice. The abstractor must be knowledgeable and have substantial experience completing Services of this type.

For the title research the **Consultant** should prepare a title research study area ("Study Area") to identify all parcels that are either affected by the project, where it is anticipated that property rights will need to be acquired from, or if the establishment of parcels are necessary to determine design aspects of the project. A separate parcel of land is all contiguous land owned by the same owner, and held in the same title (e.g. sole owner, joint tenants, tenants in common, etc.) and generally within 100 feet of the highway ROW line.

The **Consultant** shall submit to the **Owner** electronic copies of all title reports and supporting documents in the specified format and file naming convention.

The **Consultant** shall search the County real estate records to identify each separate parcel of land located within the project study area.

The **Subconsultant** shall prepare a Certificate of Title Report for each separate parcel of land located within the Study Area as identified by the Consultant. The **Subconsultant** shall use their standard Iowa Title Company certified report form, reviewed and pre-approved by the **Consultant**, to report such information. Each Title Report shall include the following information:

- 1) The project number, name, and control number.
- 2) The name(s) of the current parcel owner(s) and how the title is held, exactly as shown on the title vesting document(s).
- 3) The names of all owner(s) of record of the parcel for the 5-year period preceding the title effective date.
- 4) The current owner's mailing address as shown in the County Assessor's or Treasurer's records.

- 5) If any owners of record are known to be deceased, the Case Number of the Deceased's Probate along with the name(s) of court appointed Personal Representative(s) if available.
- 6) Active Mortgages, Deeds of Trusts, and other financing documents, and any assignments of such documents
- 7) Active liens, agreements, conditions, limitations, restrictions or covenants affecting title.
- 8) Easements such as private water, sewer, ingress/egress (access), cell towers, flood, irrigation or any others that encumber or restrict the use of the land. **Consultant** should not provide easements for public or municipal utilities (water, sanitary sewer, power, gas, cable, telephone and telegraph).
- 9) All recorded leases except oil and gas leases.
- 10) A summary legal description (lot-block, Tax Lot, Quarter Section, etc.) that describes the subject parcel as specific as possible.
- 11) Comments the abstractor believes are necessary for a full understanding of the information reviewed for the parcel.
- 12) Name, signature, and license number of abstractor.
- 13) The title effective date.

All searches are limited to Scott County records as outlined in the certificate of pre-approved form.

Iowa Title Company shall prepare property owner reports of title for a unit price fee of \$400.00 per owner (assuming all parcels they own are contiguous). If an owner has land that is not contiguous, a separate report will be prepared. This price includes document copies as well. The fee and reports of title provided are limited to properties located in Scott County, Iowa.

$\$400.00 * (4 \text{ owners} + 1 \text{ non-contiguous parcel (assumed)}) = \mathbf{\$2,000.00}$



MEETING DATE: November 3, 2020
REQUESTED BY: Mark Garrow
Transit/Garage Manager
WARD: All

Item Title:

Resolution approving a contract extension for the TransLoc service agreement.

Explanation:

The original contract with TransLoc is to provide an automated vehicle location (AVL) solution with smartphone app in order to increase rider efficiencies. The original contract was for three years with two one-year extensions with a scheduled service fee increase, not to exceed 5%, for each year of the contract extensions. Due to COVID-19, TransLoc is foregoing this standard increase for this year's extension. The original term is expiring November 27, 2020.

The first one-year extension of this contract will extend service through November 27, 2021. The annual service fee is \$12,000. There is also an annual support fee of \$4,000. Total annual contract costs for the year will be \$16,000.

Extension of this contract will allow the City to continue providing a quality, responsive transit service to the Citizens of Bettendorf.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:

The contract is a budgeted item.

List Attachments:

Resolution

RESOLUTION NO: _____-20

RESOLUTION APPROVING A CONTRACT EXTENSION FOR THE
TRANSLOC SERVICE AGREEMENT

WHEREAS, the current three year contract with TransLoc to provide AVL with smartphone app will expire on November 27, 2020, and

WHEREAS, the current contract provides for two, one-year extensions with the first one-year extension providing service through November 27, 2021.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the extension of this contract for TransLoc is approved.

Passed, Approved, and Adopted this 3rd day of November, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk



MEETING DATE: November 3, 2020
REQUESTED BY: Chris Garman
Streets and Sanitation Supervisor

Item Title:

Resolution authorizing the Director of Public Works to issue a purchase order to 5R Enterprises, LLC for the purchase of a new concrete drill.

Explanation:

The Streets Department is looking to purchase a new concrete drill that started having mechanical issues earlier this year. This purchase will replace the existing eighteen (18) year old piece of equipment. Quotes were solicited and 5R Enterprises, LLC was the low bidder of two (2) quotes received. Quotes ranged from the high of \$13,078.13 to the low of \$12,194.50.

The City's purchasing policies require formal City Council approval for any unbudgeted purchases in an amount greater than \$10,000.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipation:

The Streets Department has sufficient monies budgeted for the purchase.

List Attachments:

Resolution
Quote

Resolution _____-20

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A
PURCHASE ORDER TO 5R ENTERPRISES, LLC FOR A NEW CONCRETE DRILL

WHEREAS, the City's purchasing policies require that any unbudgeted purchases in the amount of \$10,000 or greater be approved by a City Council resolution; and

WHEREAS, the new concrete drill will replace the existing equipment; and

WHEREAS, 5R Enterprises, LLC was the low bidder of the two (2) quotes received;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that the Director of Public Works is authorized to issue a purchase order to 5R Enterprises, LLC in the amount of \$12,194.50.

Passed, Approved and Adopted this 3rd day of November, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk



SALES QUOTE

EXPIRATION DATE: November 12, 2020

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Dash Natale				1-2 weeks ARO	Net 10	

Thank you for thinking of 5R for all your equipment needs.

Chad Cailteux
President
5R Enterprises, LLC
815-545-5058



MEETING DATE: November 3rd, 2020

COUNCIL LETTER

REQUESTED BY: Kathleen Richlen

ITEM TITLE: (Please use same title as it will appear on your resolution.)

Approving the Civil Service List submitted for the Sanitation Worker position in the Public Works Department.

Explanation (Background & How it Responds to Vision, Mission or Goals)

Due to the lateral transfer of an internal employee to the Streets Division, there is currently a vacancy in the Sanitation Division.

Staff conducted the recruitment process and received seventeen (17) applicants. Through review of applications, testing and interviews, the Civil Service Commissioners created a list of three (3) applicants.

The Sanitation Worker position is a full time, union position with a salary range of \$42,868.55 to \$62,697.15 annually.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipation:

The budget contemplates the position and benefit package.

List Attachments:

Resolution
Civil Service List

RESOLUTION - 20

**RESOLUTION APPROVING CIVIL SERVICE LIST SUBMITTED
FOR THE SANITATION WORKER POSITION IN THE
PUBLIC WORKS DEPARTMENT**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the Civil Service List created on October 27th, 2020 for the position of Sanitation Worker in the Public Works Department is hereby approved.

PASSED, APPROVED and ADOPTED this 3rd day of November, 2020.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn



1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

October 27, 2020

The Honorable Mayor and Members of the City Council:

The Bettendorf Civil Service Commission certifies the following are eligible for the position of Sanitation Worker – Public Works.

1. Brandon McCoy-Conger
2. Joseph Wollett
3. Austin Johnson

This certified list will expire October 26, 2021.

Respectfully,

Ralph W. Heninger
Civil Service Commissioner

Maggie Tinsman
Civil Service Commissioner

Jean Z. Dickson
Civil Service Commissioner



MEETING DATE: November 3, 2020

COUNCIL LETTER

REQUESTED BY: Kim Kidwell

VISION:

THE CITY OF BETTENDORF IS A PREMIER PLACE IN WHICH TO LIVE. THE CITY OF BETTENDORF IS THE MOST LIVABLE COMMUNITY FOR FAMILIES WITH RICH EDUCATIONAL, CULTURAL, AND RECREATIONAL OPPORTUNITIES WHERE WE ENJOY A VIBRANT RIVERFRONT AND A GROWING COMPETITIVE BUSINESS ENVIRONMENT. WE TAKE PRIDE IN OUR GREAT COMMUNITY.

ITEM TITLE:

- Resolution appointing Ron Hahm to the City of Bettendorf's Family Museum Board of Trustees.

EXPLANATION (Background & How it Responds to Vision, Mission or Goals):

A vacancy exists on the Family Museum Board of Trustees due to the resignation of Vic Rothbardt in September of 2020 with a term to expire on June 30, 2021. It is the desire of the City Council to appoint Ron Hahm to the Family Museum Board of Trustees. This action will establish and confirm the term expiration date.

ATTACHMENTS:

- Resolution
- Appointment Resume

**RESOLUTION APPOINTING RON HAHM
TO THE CITY OF BETTENDORF'S
FAMILY MUSEUM BOARD OF TRUSTEES**

WHEREAS, it is the desire of the City Council to appoint Ron Hahm to the unexpired term of Vic Rothbardt which was left vacant due to his resignation in September of 2020 with a term expiration date as follows:

Ron Hahm (June 30, 2021)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the mayoral appointment to the Family Museum Board of Trustees of Ron Hahm is hereby affirmed for a term beginning immediately and expiring as listed above.

PASSED, APPROVED AND ADOPTED this 3rd day of November, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

Appointment Resume

City of Bettendorf

Board or Commission: Board of Trustees – Family Museum

Name: Ronald Hahm

Address: 3173 Marynoel Ave., Bettendorf

Phone where I can be reached: 563-320-6378

If checked, please answer:

____X____ If residency within the city is a condition of appointment, I certify that I am a resident and will be throughout my tenure. ____X____ (Yes) _____ (No)

(Note: In the case of the Family Museum, at least 51% of the members of the Board of Trustees must be residents of Bettendorf)

_____ If qualification is dependent upon a special skill, job function, or status, I certify that I have the qualification _____ (Yes) _____ (No)

Requirement(s) mandated by City Code: _____

I have read the powers and duties of the position for which I am applying: X (Yes)
 (No)

I will exercise those powers and duties in a fair and impartial manner:

X (Yes)
_____ (No)

I understand the Open Meetings Law (Ch 21) and the Gift Law (Ch68B) as they currently exist in the State Code and will abide by them: X (Yes)
 (No)

I was referred to this position by: Kim Kidwell

Please describe any factor you believe would assist the Mayor and Council in favorably considering your appointment to the Board or Commission listed above (including things such as professional competence, length of residency, education or any other factor you think is important. Please feel free to add another sheet if you need more room):

I have been a resident of the city of Bettendorf since July 2005. We have been members of the Family Museum since 2005. My daughter has been part of the Family Museum Dance Program since 2012. She became a member of the dance company in 2018. As a IT professional for 28 years, the technology and learning is experience that I can leverage for the Family Museum's on-going effort to provide learning opportunities for our young people and operational goals of the museum.



COUNCIL LETTER

MEETING DATE: November 3, 2020
REQUESTED BY: Michelle Spencer

VISION:

THE CITY OF BETTENDORF IS A PREMIER PLACE IN WHICH TO LIVE. THE CITY OF BETTENDORF IS THE MOST LIVABLE COMMUNITY FOR FAMILIES WITH RICH EDUCATIONAL, CULTURAL, AND RECREATIONAL OPPORTUNITIES WHERE WE ENJOY A VIBRANT RIVERFRONT AND A GROWING COMPETITIVE BUSINESS ENVIRONMENT. WE TAKE PRIDE IN OUR GREAT COMMUNITY.

ITEM TITLE: RESOLUTION APPROVING LIQUOR LICENSE RENEWALS FOR HARRINGTON'S PUB; SURESTAY PLUS HOTEL BY BEST WESTERN; AND KWIK STAR #929 (UTICA RIDGE RD LOCATION)

EXPLANATION (Background & How it Responds to Vision, Mission or Goals):

The Licensing of these businesses contributes to the mission of a growing, competitive business environment. The applicant has submitted the necessary documentation to issue the respective license and/or permits as required by the State of Iowa.

A criminal history background check has been conducted.

The Bettendorf Fire Department has determined that the application is in compliance with federal, state, and local requirements.

ATTACHMENTS:

- **Resolution**
- **Application(s)**

**RESOLUTION APPROVING LIQUOR LICENSE RENEWALS FOR
HARRINGTON'S PUB; SURESTAY PLUS HOTEL BY BEST
WESTERN; AND KWIK STAR #929 (UTICA RIDGE RD LOCATION)**

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that pursuant to Iowa Code Chapter 123 the aforementioned applications be approved; and

BE IT FURTHER RESOLVED that the City Clerk is herewith directed to certify to the Iowa Department of Commerce, Alcoholic Beverages Division, the City Council's approval of the above applications.

PASSED, APPROVED AND ADOPTED this 3rd day of November, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

Applicant License Application (LC0039644)

Name of Applicant: <u>Pub at Cumberland LLC</u>		
Name of Business (DBA): <u>Harrington's Pub</u>		
Address of Premises: <u>2321 Cumberland Square Drive</u>		
City <u>Bettendorf</u>	County: <u>Scott</u>	Zip: <u>52722</u>
Business <u>(563) 344-4041</u>		
Mailing <u>2321 Cumberland Square Drive</u>		
City <u>Bettendorf</u>	State <u>IA</u>	Zip: <u>52722</u>

Contact Person

Name <u>Amy Gutknecht</u>	
Phone: <u>(309) 737-1072</u>	Email <u>amyleeqc@yahoo.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 11/27/2020

Expiration Date: 11/26/2021

Privileges:

Class B Wine Permit

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Amy Gutknecht

First Name: <u>Amy</u>	Last Name: <u>Gutknecht</u>	
City: <u>Bettendorf</u>	State: <u>Iowa</u>	Zip: <u>52722</u>
Position: <u>Owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>	
Policy Effective Date: <u>11/27/2020</u>	Policy Expiration <u>11/26/2021</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration

Applicant License Application (BC0030802)

Name of Applicant: <u>JAI GAYATRI, INC.</u>		
Name of Business (DBA): <u>Surestay Plus Hotel by Best Western</u>		
Address of Premises: <u>890 GOLDEN VALLEY DR</u>		
City <u>Bettendorf</u>	County: <u>Scott</u>	Zip: <u>52722</u>
Business <u>(563) 355-7341</u>		
Mailing <u>890 GOLDEN VALLEY DR</u>		
City <u>BETTENDORF</u>	State <u>IA</u>	Zip: <u>52722</u>

Contact Person

Name <u>manesh patel</u>	
Phone: <u>(563) 355-7341</u>	Email <u>supermac8902002@yahoo.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 12/01/2020

Expiration Date: 11/30/2021

Privileges:

Class C Beer Permit (BC)

Living Quarters

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

manesh patel

First Name: manesh

Last Name: patel

City: Bettendorf

State: Iowa

Zip: 52722

Position: OWNER

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

Applicant License Application (BC0030936)

Name of Applicant: <u>Kwik Trip, Inc.</u>		
Name of Business (DBA): <u>Kwik Star #929</u>		
Address of Premises: <u>1001 Utica Ridge Pl</u>		
City <u>Bettendorf</u>	County: <u>Scott</u>	Zip: <u>52722</u>
Business <u>(563) 355-7479</u>		
Mailing <u>PO Box 2107</u>		
City <u>La Crosse</u>	State <u>WI</u>	Zip: <u>54602</u>

Contact Person

Name <u>Deanna Hafner</u>	
Phone: <u>(608) 793-6262</u>	Email <u>DHafner@kwiktrip.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 12/23/2020

Expiration Date: 12/22/2021

Privileges:

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Donald Zietlow

First Name: <u>Donald</u>	Last Name: <u>Zietlow</u>	
City: <u>Onalaska</u>	State: <u>Wisconsin</u>	Zip: <u>54650</u>
Position: <u>President</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Thomas Reinhart

First Name: <u>Thomas</u>	Last Name: <u>Reinhart</u>	
City: <u>Onalaska</u>	State: <u>Wisconsin</u>	Zip: <u>54650</u>
Position: <u>Secretary</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Jeffrey Wrobel

First Name: <u>Jeffrey</u>	Last Name: <u>Wrobel</u>	
City: <u>La Crosse</u>	State: <u>Wisconsin</u>	Zip: <u>54601</u>

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

City of Bettendorf
Accounts Payable Listing
November 3, 2020 Council Meeting

Date: 10/30/2020

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
520-0000-113.00-00		109592	MISCELLANEOUS	11/4/2020	6045 CASPIAN CT	61.97	REFUND CREDIT BALANCE ON FINAL BILL
520-0000-113.00-00		109610	MISCELLANEOUS	11/4/2020	1510 STATE ST	14.25	CREDIT BALANCE FROM FINAL BILL
520-0000-113.00-00		109652	MISCELLANEOUS	11/4/2020	4764 LAUREN LN	25.68	CREDIT BALANCE FROM FINAL BILL
520-0000-113.00-00		109652	MISCELLANEOUS	11/4/2020	4815 LAUREN LN	9.28	CREDIT BALANCE FROM FINAL BILL
520-0000-113.00-00		109695	MISCELLANEOUS	11/4/2020	3470 WINSTON 1	87.97	REFUND CREDITJUL, AUG, SE P
520-0000-221.10-00		2100216	TREASURER, STATE OF IOWA	10/20/2020	0293007304	5,553.31	QUARTERLY- SEPT 2020
Total for Fund			520	SEWER UTILITY		5,752.46	
Department			N/A				
550-0000-221.10-00		2100216	TREASURER, STATE OF IOWA	10/20/2020	0293007304B	52.68	QUARTERLY- SEPT 2020
550-0000-221.99-00		109691	WASTE COMMISSION OF SCOTT CO.	11/4/2020	21-B01	19,415.64	CLOSED LOOP, JUL, AUG, SE P
Total for Fund			550	SOLID WASTE/RECYCLING ENT		19,468.32	
Department			N/A				
580-0000-221.10-00		2100216	TREASURER, STATE OF IOWA	10/20/2020	0293007304A	3,004.93	QUARTERLY- SEPT 2020
Total for Fund			580	STORM WATER UTILITY		3,004.93	
Department			N/A				
722-0000-233.00-00		2100198	WAGEWORKS	10/6/2020	INV2337351	2,787.32	FLEX CLAIMS
722-0000-233.00-00		2100200	WAGEWORKS	10/14/2020	INV2345197	4,220.45	FLEX CLAIMS
722-0000-233.00-00		2100208	WAGEWORKS	10/20/2020	INV2358270	3,650.24	FLEX CLAIMS
Total for Fund			722	125/PLAN		10,658.01	
Department			N/A				
810-0000-205.15-00		109570	AMERICAN FUNDS SERVICE COMPAN	10/23/2020	20201023	50.00	PAYROLL SUMMARY
810-0000-205.15-00		109579	LEGALSHIELD	10/23/2020	20201023	126.61	PAYROLL SUMMARY
810-0000-205.15-00		109583	WASHINGTON NATIONAL LIFE INSUR	10/23/2020	20201023	35.05	PAYROLL SUMMARY
810-0000-205.20-00		109578	COMMUNITY HEALTH CHARITIES IOW	10/23/2020	20201023	9.00	PAYROLL SUMMARY
810-0000-205.21-00		109574	CITY OF BETTENDORF	10/23/2020	20201023	12,477.55	PAYROLL SUMMARY
810-0000-205.22-00		109574	CITY OF BETTENDORF	10/23/2020	20201023A	180.00	PAYROLL SUMMARY
810-0000-205.23-00		109571	ANCHOR NATIONAL LIFE INSURANCE	10/23/2020	20201023	299.23	PAYROLL SUMMARY
810-0000-205.23-00		109575	CITY OF BETTENDORF/125 PLAN	10/23/2020	20201023	4,356.71	PAYROLL SUMMARY
810-0000-205.23-00		109576	CITY OF BETTENDORF/125 PLAN	10/23/2020	20201023	1,911.47	PAYROLL SUMMARY

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810-0000-205.23-00		109577	CITY OF BETTENDORF/125 PLAN	10/23/2020	20201023	1,112.19	PAYROLL SUMMARY
810-0000-205.23-00		109580	LINCOLN LIFE	10/23/2020	20201023	1,356.55	PAYROLL SUMMARY
810-0000-205.23-00		109581	OHIO NATIONAL LIFE INSURANCE CO	10/23/2020	20201023	816.38	PAYROLL SUMMARY
810-0000-205.23-00		109582	PACIFIC LIFE INSURANCE COMPANY	10/23/2020	20201023	501.05	PAYROLL SUMMARY
810-0000-205.28-00		109582	PACIFIC LIFE INSURANCE COMPANY	10/23/2020	20201023A	161.62	PAYROLL SUMMARY
810-0000-205.29-00		2100207	PRINCIPAL LIFE INSURANCE COMPAN	10/2/2020	100120	1,315.73	SUPPLEMENTAL LIFE
810-0000-205.29-00		2100214	PRINCIPAL LIFE INSURANCE COMPAN	11/2/2020	11302020	1,315.73	VOLUNTARY LIFE INSURANCE
810-0000-205.99-00		109572	BETTENDORF POLICE BENEVOLENT	10/23/2020	20201023	96.00	PAYROLL SUMMARY
810-0000-205.99-00		109573	CITY OF BETTENDORF	10/23/2020	20201023	244.20	PAYROLL SUMMARY
Total for Fund			810	LIABILITY CLEARING ACCT.		26,365.07	
Department			N/A				
Total for Department			65,248.79				
001-0101-460.13-04		109643	ISLE OF CAPRI BETTENDORF, L.C.	11/4/2020	1030357	457.50	FAITH BASED COMMUNITY MTG 10/8/2020
001-0101-460.22-13		109623	GRABER, EDMUND C.	11/4/2020	102620	1,832.00	CONSULTING SERVICES FOR OCTOBER 1 - 31, 2020
001-0101-460.23-07		109688	TRI-CITY ELECTRIC CO	11/4/2020	10869D	800.00	TRAFFIC CAMERA
Total for Fund			001	GENERAL FUND		3,089.50	
Department			Mayor & Council				
684-0105-494.22-92		109637	IMWCA	11/4/2020	INV78981	558.30	LARGE DED PMT FY1819 9/1/2020-9/30/2020
Total for Fund			684	RISK MANAGEMENT		558.30	
Department			Mayor & Council				
686-0106-494.22-81		2100203	WELLMARK BLUE CROSS & BLUE SH	10/16/2020	10132020	22,497.85	MEDICAL CLAIMS 10/3- 10/9/20
686-0106-494.22-81		2100206	WELLMARK BLUE CROSS & BLUE SH	10/1/2020	083120C	-1,097.49	MEDICAL CLAIMS 08/31/2020
686-0106-494.22-81		2100210	WELLMARK BLUE CROSS & BLUE SH	10/23/2020	102020	44,227.14	MEDICAL CLAIMS 10/10-10/16/2020
686-0106-494.22-81		2100213	WELLMARK BLUE CROSS & BLUE SH	11/2/2020	093020D	-765.96	MEDICAL CLAIMS 10/10 10/16/20
686-0106-494.22-83		109616	EMPLOYEE BENEFIT SYSTEM	11/4/2020	000026749	780.55	VISION CLAIMS
686-0106-494.22-83		2100204	MEDTRAK SERVICES	10/20/2020	093020B	709.00	ADMIN FEES 9/16-9/30/20
686-0106-494.22-83		2100206	WELLMARK BLUE CROSS & BLUE SH	10/1/2020	083120	11,539.10	ADMIN FEES AUG
686-0106-494.22-83		2100209	MEDTRAK SERVICES	10/23/2020	101520B	690.00	ADMIN FEES 10/01-10/15/20
686-0106-494.22-83		2100213	WELLMARK BLUE CROSS & BLUE SH	11/2/2020	093020A	11,739.78	ADMIN FEES SEP
686-0106-494.22-84		2100206	WELLMARK BLUE CROSS & BLUE SH	10/1/2020	083120A	1,232.80	AGGREGATE AUG

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686-0106-494.22-84		2100213	WELLMARK BLUE CROSS & BLUE SH	11/2/2020	093020B	1,254.24	AGGREGATE SEP
686-0106-494.22-85		2100206	WELLMARK BLUE CROSS & BLUE SH	10/1/2020	083120B	32,936.00	SPECIFIC AUG
686-0106-494.22-85		2100213	WELLMARK BLUE CROSS & BLUE SH	11/2/2020	093020C	33,508.80	SPECIFIC SEP
686-0106-494.22-88		2100207	PRINCIPAL LIFE INSURANCE COMPAN	10/2/2020	100120A	11,061.46	LIFE AND LTD
686-0106-494.22-88		2100214	PRINCIPAL LIFE INSURANCE COMPAN	11/2/2020	11302020A	11,155.30	LIFE AND LTD
686-0106-494.22-94		2100201	DELTA DENTAL	10/15/2020	352050000202062	7,765.69	DENTAL CLAIMS 10/06/20-10/12/20
686-0106-494.22-94		2100211	DELTA DENTAL	10/23/2020	35205000020203	3,913.51	DENTAL CLAIMS 10/13 10/19/20
686-0106-494.22-96		2100199	EMPLOYEE BENEFIT SYSTEM	10/9/2020	10072020	287.00	VISION CLAIMS 1943-1944
686-0106-494.22-96		2100202	EMPLOYEE BENEFIT SYSTEM	10/16/2020	10142020	1,009.00	VISION CLAIMS CHECKS 1945 -1947
686-0106-494.22-97		109690	UNITYPOINT HEALTH TRINITY	11/4/2020	6010IN1288	3,420.00	EMPLOYEE FLU SHOTS
686-0106-494.22-98		2100204	MEDTRAK SERVICES	10/20/2020	093020A	37,832.07	PHARMACY CLAIMS 09/16/20-09/30/20
686-0106-494.22-98		2100209	MEDTRAK SERVICES	10/23/2020	101520A	29,801.14	PHARMACY CLAIMS 10/01-10/ 15/20
Total for Fund			686	EMPLOYEE INSURANCE		265,496.98	
Department			Mayor & Council				
Total for Department			269,144.78				
001-0201-470.80-04		109587	AHLERS & COONEY, P.C.	11/4/2020	791517	21,095.82	GO 2020B BOND ISSUANCE CO STS
001-0202-461.22-15		109665	QUADIENT LEASING USA	11/4/2020	N8556129	485.64	POSTAGE METER LEASE 08/27/20-10/26/20
001-0202-461.22-90		109672	ROCHESTER ARMORED CAR CO., INC	11/4/2020	697492	468.50	ARMORED CAR SERVICE SEPT 2020
001-0202-461.23-07		109602	CINTAS FIRST AID & SAFETY #D89	11/4/2020	8404832960	17.31	FIRST AID SUPPLIES
001-0202-461.23-07		109607	CULLIGAN OF DAVENPORT	11/4/2020	0452069	17.65	CITY HALL WATER
Total for Fund			001	GENERAL FUND		22,084.92	
Department			Finance				
401-0242-480.70-74		109692	WATCHGUARD	11/4/2020	4REINV0011677	10,690.00	IN-CAR CAMERA AND RECORDING EQUIP #22006-22007
Total for Fund			401	VEHICLE REPLACEMENT FUND		10,690.00	
Department			Finance				
402-0243-480.70-74		109657	MOBOTREX, INC.	11/4/2020	244109	8,680.00	COMPLETEVIEW PRO CAMERA
Total for Fund			402	ELEC.EQUIP.REPLACEMENT FUND		8,680.00	
Department			Finance				

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520-0204-490.22-04		109591	AMERICAN WATER- SEWER USAGE D	11/4/2020	4000200900	1,143.28	USAGE DATA SEPTEMBER 2020
520-0204-490.22-04		109659	MUNICIPAL COLLECTIONS OF AMERI	11/4/2020	10012020A	41.82	AGENCY FEE SEWER
520-0204-490.22-99		109655	MIDWEST MAILWORKS INC.	11/4/2020	226518	28.35	FINAL BILLS 10/15
520-0204-490.22-99		109655	MIDWEST MAILWORKS INC.	11/4/2020	226584	1,271.69	02 BILLS 10/15
Total for Fund			520	SEWER UTILITY		2,485.14	
Department			Finance				
580-0219-493.22-04		109659	MUNICIPAL COLLECTIONS OF AMERI	11/4/2020	10012020C	7.00	AGENCY FEE STORMWTR
580-0219-493.22-99		109655	MIDWEST MAILWORKS INC.	11/4/2020	226518B	28.35	FINAL BILLS 10/15
580-0219-493.22-99		109655	MIDWEST MAILWORKS INC.	11/4/2020	226584B	1,271.68	02 BILLS 10/15
Total for Fund			580	STORM WATER UTILITY		1,307.03	
Department			Finance				
688-0231-494.21-30		109681	SUPERION, LLC	11/4/2020	231508	380.00	COGNOS TRAINING
Total for Fund			688	INFORMATION SERVICES		380.00	
Department			Finance				
Total for Department			45,627.09				
001-0301-410.23-07	COVID	109602	CINTAS FIRST AID & SAFETY #D89	11/4/2020	8404832960A	17.30	FIRST AID SUPPLIES
001-0310-410.13-03		109609	MISCELLANEOUS	11/4/2020	0000001	250.00	LODGING FEE/Z THOMAS LESS LETHAL INSTR TRNG
001-0310-410.13-03		109639	IOWA LAW ENFORCEMENT ACADEMY	11/4/2020	315921	525.00	DEFENSIVE TACTICS INST FLICKINGER
001-0310-410.13-03		109639	IOWA LAW ENFORCEMENT ACADEMY	11/4/2020	CR10007322	-100.00	CREDIT/INSTRUCTIONAL ASST
001-0311-410.12-09		109667	RAY O'HERRON CO.INC.	11/4/2020	2056308-IN	1,086.26	VEST CARRIERS
001-0311-410.12-09		109667	RAY O'HERRON CO.INC.	11/4/2020	2058340-IN	174.00	PEPPER MACE, FLASHLIGHT
001-0311-410.12-09		109667	RAY O'HERRON CO.INC.	11/4/2020	2058341-IN	133.00	MAG POUCH, TACO U-MNT, TOURNIQUET
001-0311-410.12-09		109689	UNIFORM DEN, INC.	11/4/2020	104146-03	24.20	UNIFORM WEAR/WILDEN
001-0311-410.12-09		109689	UNIFORM DEN, INC.	11/4/2020	104163-03	186.65	UNIFORM WEAR/HIMMELMAN
001-0311-410.12-09		109689	UNIFORM DEN, INC.	11/4/2020	104670	430.25	UNIFORM WEAR/DENAIN
001-0311-410.23-04		109646	LIFELOC TECHNOLOGIES, INC.	11/4/2020	342988	1,312.18	CALIBRATION STATION
001-0311-410.23-10		109667	RAY O'HERRON CO.INC.	11/4/2020	2059123-IN	706.64	GLOVES
001-0315-410.22-99		109677	SCOTT COUNTY SHERIFF'S OFFICE	11/4/2020	2021-27	525.00	BOOKING FEES (SEPT)
001-0315-410.23-07		109607	CULLIGAN OF DAVENPORT	11/4/2020	0451715	45.05	WATER
001-0315-410.23-07		109607	CULLIGAN OF DAVENPORT	11/4/2020	0452068	45.05	WATER

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Total for Fund			001	GENERAL FUND		5,360.58	
Department			Police				
Total for Department						5,360.58	
001-0410-414.21-01		109649	LOGAN CONTRACTORS SUPPLY, INC	11/4/2020	P93770	31.80	CONCRETE FORMING TUBES
001-0411-414.12-09		109696	WITMER PUBLIC SAFETY GROUP, INC	11/4/2020	E1979365.002	159.98	DUTY PANTS
001-0411-414.12-09		109696	WITMER PUBLIC SAFETY GROUP, INC	11/4/2020	E1986022.004	79.99	DUTY PANTS
001-0411-414.12-09		109696	WITMER PUBLIC SAFETY GROUP, INC	11/4/2020	E1993283.001	127.98	DUTY PANTS
001-0411-414.12-09		109696	WITMER PUBLIC SAFETY GROUP, INC	11/4/2020	E1998732.001	416.78	FIRE HELMETS
001-0411-414.12-09		109696	WITMER PUBLIC SAFETY GROUP, INC	11/4/2020	E1999509	407.97	FIRE HOOKS, DUTY PANTS, DUTY BOOTS, JOB SHIRTS
001-0411-414.12-09		109696	WITMER PUBLIC SAFETY GROUP, INC	11/4/2020	E1999509.001	119.95	PANTS, BOOTS, JOB SHIRT
001-0411-414.12-09		109696	WITMER PUBLIC SAFETY GROUP, INC	11/4/2020	E2000027	218.74	EXTRICATION GLOVES
001-0411-414.12-09		109696	WITMER PUBLIC SAFETY GROUP, INC	11/4/2020	E2000851	584.87	UNIFORM WEAR/NEW HIRE
001-0411-414.12-09		109696	WITMER PUBLIC SAFETY GROUP, INC	11/4/2020	E2000851.001	139.35	UNIFORM WEAR/NEW HIRE
001-0411-414.13-03		109620	FIRE SERVICE TRAINING BUREAU	11/4/2020	210484	100.00	HM AND FFI CERT/MCFARLAND
001-0411-414.13-03		109645	LEDVINA, STEVEN	11/4/2020	210117	100.00	REIMB/HM AND FFI CERT
001-0411-414.21-04		109589	ALEXIS FIRE EQUIPMENT COMPANY	11/4/2020	0068924-IN	1,853.66	NOZZLE AND FOAM STICKS
001-0411-414.23-04		109588	ALEX AIR APPARATUS, INC.	11/4/2020	INV-42368	1,330.00	NOZZLE AND FOAM STICKS
001-0411-414.23-04		109696	WITMER PUBLIC SAFETY GROUP, INC	11/4/2020	E2001140	54.47	HOSE PLUG ROCKER LUG
001-0411-414.23-04		109696	WITMER PUBLIC SAFETY GROUP, INC	11/4/2020	E2001140A	54.47	HOSE PLUG ROCKER LUG
001-0412-414.21-04		109617	EXTREME AUTO GLASS	11/4/2020	41025	285.00	REPLACE WINDSHIELD/ADM4
001-0413-414.23-04		109614	EMERGENCY MEDICAL PRODUCTS, I	11/4/2020	2206512	219.99	MEDICAL BAGS
001-0413-414.23-10		109680	STRYKER-POST PUBLICATIONS	11/4/2020	3168226M	669.80	MEDICAL SUPPLIES
001-0413-414.23-10	COVID	109614	EMERGENCY MEDICAL PRODUCTS, I	11/4/2020	2204258	359.80	MEDICAL GLOVES
001-0413-414.23-10	COVID	109624	GRAINGER	11/4/2020	9683078241	2,161.56	MEDICAL GLOVES
001-0414-414.23-12		109663	QUAD CITY SAFETY, INC.	11/4/2020	856774	315.00	CALIBRATION GAS
001-0415-414.23-07		109607	CULLIGAN OF DAVENPORT	11/4/2020	0450850	19.45	WATER
001-0415-414.23-07		109607	CULLIGAN OF DAVENPORT	11/4/2020	0451716	40.95	WATER
001-0415-414.23-07		109607	CULLIGAN OF DAVENPORT	11/4/2020	0452067	13.45	WATER
001-0415-414.23-07		109691	WASTE COMMISSION OF SCOTT CO.	11/4/2020	55153	132.00	MEDICAL WASTE DISPOSAL
Total for Fund			001	GENERAL FUND		9,997.01	
Department			Fire				

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Total for Department						9,997.01	
001-0525-464.21-01	2100CH	109613	ECONOMY ROOFING	11/4/2020	10619	458.00	CITY HALL, ROOF REPAIR
001-0525-464.21-01	2100CH	109624	GRAINGER	11/4/2020	9687630484	74.40	CITY HALL, MERV 10 FILTER
001-0525-464.21-01	2100LB	109679	STATE OF IOWA - ELEVATOR SAFETY	11/4/2020	179598	175.00	LIBRARY, ELEVATOR INPSECT
001-0525-464.21-01	2100LB	109679	STATE OF IOWA - ELEVATOR SAFETY	11/4/2020	179599	175.00	LIBRARY, ELEVATOR INPSECT
001-0525-464.21-01	2100MC	109694	WHITE ROOFING CO., INC.	11/4/2020	38337	464.75	MAINT CTR, ROOF REPAIR
001-0525-464.21-01	2100MC	109694	WHITE ROOFING CO., INC.	11/4/2020	38342	133.95	MAINT CTR, ROOF REPAIR
001-0526-464.22-99	2101CC	109603	CINTAS LOC 23M	11/4/2020	4063950599	147.63	COM CTR, MATS
001-0526-464.22-99	2101CH	109603	CINTAS LOC 23M	11/4/2020	4063950587	73.48	CITY HALL, MATS
001-0526-464.22-99	2101LB	109603	CINTAS LOC 23M	11/4/2020	4064318475	229.85	LIBRARY, MATS
001-0526-464.22-99	2101MC	109603	CINTAS LOC 23M	11/4/2020	4064596507	76.99	MAINT CTR, MATS
Total for Fund 001 GENERAL FUND						2,009.05	
Department			Public Works				
206-0501-429.22-21		109666	RACOM	11/4/2020	RI-201127	733.92	PUB WKS RADIO ACCESS FEE FOR ADDITIONAL RADIOS
206-0501-429.23-06		109595	BETTENDORF OFFICE PRODUCTS,IN	11/4/2020	0461844-001	479.55	INK FOR PLOTTERS
206-0501-429.23-06		109595	BETTENDORF OFFICE PRODUCTS,IN	11/4/2020	0461844-002	159.99	PLOTTER INK CARTRIDGES
206-0501-429.23-06		109602	CINTAS FIRST AID & SAFETY #D89	11/4/2020	8404832964	72.96	FIRST AID SUPPLIES
206-0501-429.23-06		109636	IMPERIAL	11/4/2020	288002:014961	25.95	COFFEE
206-0501-429.23-06		109636	IMPERIAL	11/4/2020	288002:018307	77.30	COFFEE & CREAMER
206-0502-425.22-99		109683	TERRACON CONSULTANTS, INC.	11/4/2020	TE18915	520.00	MISC PATCH REPAIRS PCC CYLINDER TESTING
206-0502-425.22-99		109683	TERRACON CONSULTANTS, INC.	11/4/2020	TE19016	302.00	SUMMIT/WELSPIRE PCC CYL TESTING, PROJ MNGR
206-0502-425.22-99		109683	TERRACON CONSULTANTS, INC.	11/4/2020	TE19053	943.50	WILDERNESS POINTE 1ST TESTING, PROJ MNGR
206-0502-425.22-99		109683	TERRACON CONSULTANTS, INC.	11/4/2020	TE19081	960.15	WOODS ESTATES 2ND (RIVERD ALE) TESTING, PROJ MN
206-0511-420.23-07		109629	HAHN READY MIX COMPANY	11/4/2020	382021	661.50	CONCRETE-4503 VALLEYBROOK
206-0511-420.23-07		109629	HAHN READY MIX COMPANY	11/4/2020	382993	2,620.00	8TH & STATE - CONCRETE
206-0511-420.23-07		109648	LINWOOD STONE PRODUCTS COMP	11/4/2020	436903	919.85	RIP RAP
206-0511-420.23-07		109649	LOGAN CONTRACTORS SUPPLY, INC	11/4/2020	P92663	159.60	NAIL STAKES
206-0511-420.23-07		109649	LOGAN CONTRACTORS SUPPLY, INC	11/4/2020	P93612	180.70	BURLAP BLANKET, PAINT, FOAM
206-0511-420.23-07		109687	TRI CITY BLACKTOP, INC.	11/4/2020	36096	329.40	HOT MIX
206-0511-420.23-07		109687	TRI CITY BLACKTOP, INC.	11/4/2020	36138	191.54	HOT MIX
206-0511-420.23-10	COVID	109626	GREAT WESTERN SUPPLY CO.INC.	11/4/2020	156039B	80.34	FACE MASKS
206-0512-424.23-07		109597	CARGILL	11/4/2020	2905713401	6,319.57	ROAD DE-ICING SALT
206-0512-424.23-07		109597	CARGILL	11/4/2020	2905722312	9,716.75	ROAD DE ICING SALT

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206-0512-424.23-07		109600	CHAMPS TROPHY	11/4/2020	2594	112.85	SNOW RODEO TROPHIES
206-0512-424.23-07		109605	CLOSE & COMPANY INC.	11/4/2020	74949	8,882.00	BLAST & PAINT DUMP TRUCK #1022
206-0512-424.23-07		109605	CLOSE & COMPANY INC.	11/4/2020	74960	6,558.00	BLAST DUMP TRUCK #1023
206-0512-424.23-07		109632	HILDEBRANT, TODD	11/4/2020	113-5145659-781	42.98	SCREEN PROTECTOR & CARRY CASE FOR SURFACE P
206-0514-423.23-07		109642	IOWA PRISON INDUSTRIES	11/4/2020	956927	1,698.70	SIGNS
206-0514-423.23-07		109678	SHERWIN WILLIAMS CO.	11/4/2020	9121-9	129.46	BLUE TAPE
206-0514-423.23-07		109698	3M COMPANY	11/4/2020	9409196279	592.39	PRISMATIC REFLECTIVE SHEETING
Total for Fund 206 ROAD USE FUND 43,470.95							
Department Public Works							
288-0522-413.22-99	STRM20	109671	ROAD MACHINERY & SUPPLIES COM	11/4/2020	R0289214	5,869.00	RENTAL OF WHEEL LOADER BUCKET GRAPPLE
288-0522-413.70-74	STRM20	109657	MOBOTREX, INC.	11/4/2020	245900	6,473.00	TRAFFIC CABINET
Total for Fund 288 EMERGENCY MANAGEMENT FUND 12,342.00							
Department Public Works							
520-0510-490.22-13		109604	CITY OF DAVENPORT	11/4/2020	1324494	141,029.14	JULY 2020 SEWAGE TREATMEN T PLANT
520-0510-490.22-99		109640	IOWA ONE CALL	11/4/2020	225952	1,520.10	1689 EMAILS - SEPT 2020
520-0510-490.23-07		109632	HILDEBRANT, TODD	11/4/2020	09252020	94.96	TODD H. WORK SHIRTS REIMBURSEMENT
520-0510-490.23-10		109602	CINTAS FIRST AID & SAFETY #D89	11/4/2020	8404832963	67.88	FIRST AID SUPPLIES
520-0510-490.23-10	COVID	109628	GREENWOOD CLEANING SYSTEMS I	11/4/2020	478773-000B	103.50	DISINFECTANT WIPES
Total for Fund 520 SEWER UTILITY 142,815.58							
Department Public Works							
550-0509-491.22-04		109659	MUNICIPAL COLLECTIONS OF AMERICA	11/4/2020	10012020B	46.28	AGENCY FEE GARBAGE
550-0509-491.22-99		109655	MIDWEST MAILWORKS INC.	11/4/2020	226518A	28.35	FINAL BILLS 10/15
550-0509-491.22-99		109655	MIDWEST MAILWORKS INC.	11/4/2020	226584A	1,271.68	02 BILLS 10/15
550-0509-491.23-07		109585	AAQUA TOOLS, INC.	11/4/2020	53117	809.00	GARBAGE CART SOAP
550-0509-491.23-07		109666	RACOM	11/4/2020	FB160137	105.00	BATTERY REPLACEMENT
550-0509-491.23-10	COVID	109626	GREAT WESTERN SUPPLY CO.INC.	11/4/2020	156039	80.33	FACE MASKS
550-0509-491.23-10	COVID	109628	GREENWOOD CLEANING SYSTEMS I	11/4/2020	478773-000	103.50	DISINFECTANT WIPES
550-0516-491.21-09		109604	CITY OF DAVENPORT	11/4/2020	1324362	7,536.00	COMPOST - SEPTEMBER 2020

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Total for Fund			550	SOLID WASTE/RECYCLING ENT9,980.14				
Department			Public Works					
555-0525-494.21-01	2100FM	109679	STATE OF IOWA - ELEVATOR SAFETY	11/4/2020	179597	175.00	MUSEUM, ELEVATOR INPSECT.	
555-0525-494.21-01	2100FM	109694	WHITE ROOFING CO., INC.	11/4/2020	38336	220.70	MUSEUM, ROOF REPAIR	
555-0526-494.22-99	2101FM	109684	THE MILLARD GROUP	11/4/2020	207353	106.35	MUSEUM, CLEANING SERVICE	
Total for Fund			555	FMLY MUSEUM/ARTS &SCIENCE 502.05				
Department			Public Works					
560-0526-494.22-99	2101GC	109603	CINTAS LOC 23M	11/4/2020	4064319023	90.15	GOLF COURSE, MATS	
Total for Fund			560	PALMER HILLS GOLF COURSE 90.15				
Department			Public Works					
570-0525-494.21-01	2100LF	109611	E.J. WELCH COMPANY, INC.	11/4/2020	S8700101.001	81.90	FITNESS CTR, BASE	
Total for Fund			570	LIFE FITNESS CTR FUND 81.90				
Department			Public Works					
580-0519-493.12-09	COVID	109586	ADVANTAGE ADVERTISING	11/4/2020	41441	24.00	T. HILDEBRANDT SHIRTS - EMBROIDERY	
580-0519-493.23-07		109590	ALTORFER MACHINERY COMPANY	11/4/2020	PC180016980	107.04	LOCATE PAINT	
580-0519-493.23-07		109629	HAHN READY MIX COMPANY	11/4/2020	382677	151.25	17TH & STATE - CONCRETE	
580-0519-493.23-07		109632	HILDEBRANT, TODD	11/4/2020	09252020A	94.97	TODD H. WORK SHIRTS REIMBURSEMENT	
580-0519-493.23-10		109626	GREAT WESTERN SUPPLY CO.INC.	11/4/2020	156039A	80.33	FACE MASKS	
580-0519-493.23-10		109628	GREENWOOD CLEANING SYSTEMS I	11/4/2020	478773-000A	103.50	DISINFECTANT WIPES	
580-0522-493.22-99		109608	DAVENPORT ELECTRIC CONTRACT	11/4/2020	43684	1,044.00	MOTOR LEAD MEGGERING - 21 ST & 35TH ST PUMPS	
580-0522-493.23-07		109621	GIERKE ROBINSON COMPANY	11/4/2020	1134971-000	56.18	MBW RAMMER, HONDA ENGINE	
580-0522-493.23-07		109670	RIVERSTONE GROUP INC.	11/4/2020	999857	238.52	8TH ST PROJECT	
Total for Fund			580	STORM WATER UTILITY 1,899.79				
Department			Public Works					
585-0507-492.12-09	COVID	109586	ADVANTAGE ADVERTISING	11/4/2020	41315	1,421.75	TRANSIT DRIVER CLOTHING	
585-0507-492.23-07		109662	PROFORMA XTREME	11/4/2020	BC81001470A	486.53	BUS TRANSFERS	
585-0527-492.21-05		109612	ECK'S AUTO SHINE	11/4/2020	215	200.00	BUS WASHING - 10/17 & 10/24	

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Total for Fund			585	TRANSIT		2,108.28	
Department			Public Works				
683-0520-494.21-04		109622	GM FLEETTRAC	11/4/2020	6264797	475.11	R/R IGN COIL #21709
683-0520-494.21-04		109627	GREEN BUICK GMC INC.	11/4/2020	701365	187.07	PROGRAM TRANS #21703
683-0520-494.21-04		109647	LINDQUIST FORD, INC.	11/4/2020	192414	521.35	R/R TRC BAR JOINT #21419
683-0520-494.21-04		109651	MACQUEEN EQUIPMENT	11/4/2020	W02385	1,157.52	REPAIR WIRING #21626
683-0520-494.21-04		109685	THOMPSON TRUCK & TRAILER INC.	11/4/2020	R103029476:01	1,218.68	R/R SENSOR,MODULE #21727
683-0520-494.22-31		109603	CINTAS LOC 23M	11/4/2020	4064596531	60.95	LAUNDRY SERVICE
683-0520-494.22-31		109603	CINTAS LOC 23M	11/4/2020	4065248604	60.95	LAUNDRY SERVICE
683-0520-494.23-07		109602	CINTAS FIRST AID & SAFETY #D89	11/4/2020	8404832962	166.74	FIRST-AID SUPPLIES
683-0520-494.23-07		109634	HY-VEE, INC. PW & AD	11/4/2020	5848991499	8.90	PEROXIDE
683-0520-494.23-07		109663	QUAD CITY SAFETY, INC.	11/4/2020	857261	220.00	MECHANIC GLOVES
683-0520-494.23-24		109594	BAUER BUILT, INC.	11/4/2020	230098350	728.07	TRANSIT TIRES - STOCK
683-0520-494.23-24		109594	BAUER BUILT, INC.	11/4/2020	230098633	740.26	TIRES - STOCK
683-0520-494.23-24		109598	CARQUEST AUTO PARTS STORE	11/4/2020	6604-367187	170.68	PARTS FOR STOCK
683-0520-494.23-24		109598	CARQUEST AUTO PARTS STORE	11/4/2020	6604-367206	85.55	DOOR HANDLE #21105
683-0520-494.23-24		109598	CARQUEST AUTO PARTS STORE	11/4/2020	6604-367532	128.47	WHEEL BEARING #21319
683-0520-494.23-24		109598	CARQUEST AUTO PARTS STORE	11/4/2020	6604-367755	202.28	BRAKE CALIPERS #21916
683-0520-494.23-24		109598	CARQUEST AUTO PARTS STORE	11/4/2020	6604-367881	12.56	OIL FILTERS - STOCK
683-0520-494.23-24		109598	CARQUEST AUTO PARTS STORE	11/4/2020	6604-367888	-110.00	CORE CREDITS
683-0520-494.23-24		109598	CARQUEST AUTO PARTS STORE	11/4/2020	6604-367890	9.08	BATTERY HOLD-DOWNS #21701
683-0520-494.23-24		109598	CARQUEST AUTO PARTS STORE	11/4/2020	6604-367914	332.39	PARTS FOR STOCK
683-0520-494.23-24		109627	GREEN BUICK GMC INC.	11/4/2020	150280	256.78	FUEL MODULE #20609
683-0520-494.23-24		109633	HUGLUND BUS CO., INC.	11/4/2020	716980	387.17	BATTERY TRAY #21701
683-0520-494.23-24		109638	INTERSTATE BATTERY OF THE	11/4/2020	254859	392.85	BATTERIES - STOCK
683-0520-494.23-24		109638	INTERSTATE BATTERY OF THE	11/4/2020	34064060	272.90	BATTERIES - STOCK
683-0520-494.23-24		109644	KILBURG EQUIPMENT, LLC.	11/4/2020	1333	1,557.99	MODULE #21727
683-0520-494.23-24		109651	MACQUEEN EQUIPMENT	11/4/2020	P11439	229.55	BEARINGS #21608
683-0520-494.23-24		109651	MACQUEEN EQUIPMENT	11/4/2020	P11478	72.16	HOSE #21608
683-0520-494.23-24		109651	MACQUEEN EQUIPMENT	11/4/2020	P11548	135.04	SCRAPER PARTS - STOCK
683-0520-494.23-24		109654	MARTIN EQUIPMENT OF ILLINOIS, INC	11/4/2020	517617	107.43	LAMP #21502
683-0520-494.23-24		109656	MIDWEST WHEEL COMPANIES INC.	11/4/2020	2153228-00	424.12	LAMPS,TREATMENTS - STOCK
683-0520-494.23-24		109656	MIDWEST WHEEL COMPANIES INC.	11/4/2020	2156499-00	260.18	BRAKE PARTS #20437
683-0520-494.23-24		109658	MOTOR PARTS & EQUIPMENT CORP	11/4/2020	664214	245.49	BRAKE BOOSTER #21630

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683-0520-494.23-24		109660	MUTUAL WHEEL COMPANY	11/4/2020	0569227	254.78	SEALS,CAPS,ALARMS - STOCK
683-0520-494.23-24		109669	REXCO EQUIPMENT CO.	11/4/2020	P29723	3,604.94	TRACKS #21718
683-0520-494.23-24		109675	SAFETY VISION INC	11/4/2020	0653289-IN	524.25	CAMERAS - STOCK
683-0520-494.23-24		109697	ZURCHER TIRE, INC	11/4/2020	5402097705	-51.23	TIRE CREDIT
683-0520-494.23-24		109697	ZURCHER TIRE, INC	11/4/2020	5402100103	78.00	TIRE #21907
683-0520-494.23-51		109673	S J SMITH CO. INC.	11/4/2020	6159236	106.27	PROPANE
683-0520-494.23-52		109674	SAFETY KLEEN SYSTEMS	11/4/2020	84409447	330.00	DEF
Total for Fund			683 MUNICIPAL GARAGE			15,565.28	
Department			Public Works				
Total for Department						230,865.17	
001-0701-442.23-07		109602	CINTAS FIRST AID & SAFETY #D89	11/4/2020	8404832960B	17.30	FIRST AID SUPPLIES
Total for Fund			001 GENERAL FUND			17.30	
Department			Parks				
206-0708-420.22-99		109584	A CUT ABOVE LAWN AND LANDSCAP	11/4/2020	10111619	2,051.00	#14 ROW MOWING 10/5 & 10/12/20
Total for Fund			206 ROAD USE FUND			2,051.00	
Department			Parks				
560-0711-494.22-44		2100205	VANTIV INTEGRATED PAYMENTS	10/5/2020	92020	5,192.97	BANKCARD FEES GOLF
560-0713-494.22-44		2100205	VANTIV INTEGRATED PAYMENTS	10/5/2020	92020A	1,730.99	BANKCARD FEES GRILL
Total for Fund			560 PALMER HILLS GOLF COURSE			6,923.96	
Department			Parks				
Total for Department						8,992.26	
555-1101-494.23-07		109596	BI-STATE BUSINESS SOLUTIONS	11/4/2020	INV92100	219.00	POSTAGE MACHINE MAINTENAN CE CONTRACT
555-1101-494.23-07		109601	CINTAS CORPORATION #342	11/4/2020	5036619723	124.76	FIRST AID SUPPLIES
555-1102-494.23-07		109686	TOTAL AQUARIUM MAINTENANCE	11/4/2020	237216	45.00	FISH TANK SERVICE
555-1102-494.23-13		109593	MISCELLANEOUS	11/4/2020	2001029.003	273.00	OVERPAYMENT FOR DANCE CLA SS CANCELLED

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			Total for Fund	555	FMLY MUSEUM/ARTS &SCIENCE	661.76	
			Department	Family Museum			
			Total for Department	661.76			
001-3003-454.22-99		109677	SCOTT COUNTY SHERIFF'S OFFICE	11/4/2020	20003559	35.18	CITATION SERVICE 19-0966 REBECCA SCHABILLION
001-3003-454.22-99		109677	SCOTT COUNTY SHERIFF'S OFFICE	11/4/2020	20004803	36.90	CITATION SERVICE 20-0789 GREGORY SCOTT LEEDLE
001-3003-454.22-99		109677	SCOTT COUNTY SHERIFF'S OFFICE	11/4/2020	20005008	33.46	CITATION SERVICE 20-0893 GORDON STEWART
001-3003-454.23-07		109586	ADVANTAGE ADVERTISING	11/4/2020	41446	34.95	FULL-ZIP SWEATSHIRT ERIC SCHMIDT
			Total for Fund	001	GENERAL FUND	140.49	
			Department	Community Development			
			Total for Department	140.49			
001-3503-466.21-06		109606	CONFERENCE TECHNOLOGIES, INC.	11/4/2020	ST201100188	690.50	CAMERA ISSUES IN COUNCIL CHAMBERS; CAMERA 1 O
			Total for Fund	001	GENERAL FUND	690.50	
			Department				
			Total for Department	690.50			
001-4101-460.13-01		109635	ICMA	11/4/2020	102620	1,400.00	MEMBERSHIP DUES 2021 FOR CITY ADMN D. PLOEHN
001-4101-460.22-90		109567	MAYO CLINIC	10/21/2020	101220B	281.00	EMPLOYEE TESTING
001-4101-460.23-06		109595	BETTENDORF OFFICE PRODUCTS,IN	11/4/2020	0461874-001	117.00	COPY & LAMINATE GOAL SETTING STRATEGIC PLAN
001-4101-460.23-06		109636	IMPERIAL	11/4/2020	288002:018299	80.80	COFFEE SUPPLIES FOR CITY HALL & PD
001-4101-460.23-08		109619	FEDEX	11/4/2020	7-150-06076	30.79	OVERNIGHT GOB CAP LOAN NOTES TO AHLERS
001-4102-461.22-14		109664	QUAD CITY TIMES	11/4/2020	80140	31.30	PUB PH NOT RE VACATE ROW ADJACENT TO 12TH & ST
001-4102-461.22-14		109664	QUAD CITY TIMES	11/4/2020	80144	32.42	PUB PH NOT RE VACATE ROW ALONG HOLMES STREET
001-4102-461.22-14		109664	QUAD CITY TIMES	11/4/2020	80171	15.09	PUB PH NOT RE BIDS RE PH GOLF COURSE SVC BLDG
001-4102-461.22-14		109664	QUAD CITY TIMES	11/4/2020	80198	61.83	PUBLISH ORDINANCE 12-20
001-4102-461.22-14		109664	QUAD CITY TIMES	11/4/2020	80491	460.62	PUBLISH CITY COUNCIL MTG MINUTES 10/6/20 MEETING
			Total for Fund	001	GENERAL FUND	2,510.85	
			Department	Administration			

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Total for Department						2,510.85	
001-4201-466.22-13		109600	CHAMPS TROPHY	11/4/2020	2597	3.25	RETIREMENT PLATE - MARK KELLING
001-4201-466.23-42		109631	HEARTLAND DIVERSITY & COMPLIAN	11/4/2020	013	5,000.00	DIVERSITY AND INCLUSION TRAINING
Total for Fund 001 GENERAL FUND						5,003.25	
Department							
Total for Department						5,003.25	
003-5050-480.22-90	DT0029	109683	TERRACON CONSULTANTS, INC.	11/4/2020	TE19098	932.00	DOWNTOWN PARKING LOT IMP PCC CYLINDER TESTING
003-5050-480.23-04	DT0029	109668	REPUBLIC COMPANIES	11/4/2020	5993950-00	1,383.75	#1 DT PARKING LOT IMP UNDERGROUND WIRE
003-5050-480.23-04	DT0029	109668	REPUBLIC COMPANIES	11/4/2020	5993950-01A	6,161.38	#2 DT PARKING LOT IMP UNDERGROUND WIRE
003-5050-480.23-04	DT0029	109668	REPUBLIC COMPANIES	11/4/2020	5993950-02B	8,350.00	#3 DT PARKING LOT IMP UNDERGROUND WIRE
Total for Fund 003 DOWNTOWN IMPROVEMENTS						16,827.13	
Department Capital Projects							
206-5050-480.22-99	RU0023	109568	OSTROM PAINTING & SANDBLASTING	10/21/2020	3	7,545.81	PE#3 RETAINAGE 2020 PAVE MARKINGS PROG
206-5050-480.22-99	RU0023	109661	OSTROM PAINTING & SANDBLASTING	11/4/2020	BETT001	7,357.50	DEVILS GLEN PAINT REMOVAL MARKING
Total for Fund 206 ROAD USE FUND						14,903.31	
Department Capital Projects							
400-5050-480.22-90	PK0185	109683	TERRACON CONSULTANTS, INC.	11/4/2020	TE28210	2,936.80	FG PARK W. TERR TESTING & CYLINDERS
400-5050-480.22-90	PW0469	109683	TERRACON CONSULTANTS, INC.	11/4/2020	TE18924	732.00	2020 FULL DEPTH PATCHING PCC CYL TESTING, PROJ MNGR
400-5050-480.22-90	PW0501	109683	TERRACON CONSULTANTS, INC.	11/4/2020	TE18923	276.00	2020 ST RESURF PCC CYLINDER TESTING, PROJ MNGR
400-5050-480.22-90	PW0509	109683	TERRACON CONSULTANTS, INC.	11/4/2020	TE18012	1,496.60	18TH ST PCC TESTING & CYL PROJ MNGR
400-5050-480.22-99	2CD009	109599	CDB UTILITY CONTRACTORS	11/4/2020	6703	1,260.00	DIRECTION BORE SPRUCE & UTICA
400-5050-480.22-99	PW0426	109682	TALLGRASS BUSINESS RESOURCES	11/4/2020	30928	8,587.45	MARK HUNTS OFFICE COMM DEVELOPMENT
400-5050-480.22-99	PW0482	109615	EMERY CONSTRUCTION GROUP INC	11/4/2020	1	26,582.99	PE#1 FINAL MIDDLE RD SIDEWALK CONN TO CROW C
400-5050-480.22-99	PW0501	109687	TRI CITY BLACKTOP, INC.	11/4/2020	5	22,005.85	PE#5 2020 STREET RESURF PROG 8/22/20 TO 10/14/20
400-5050-480.22-99	PW0503	109630	HAWKEYE PAVING CORPORATION	11/4/2020	5	11,225.98	PE#5 RETAINAGE PLEASANT DRIVE RECONSTR
400-5050-480.23-04	2CD009	109641	IOWA PLAINS SIGNING, INC.	11/4/2020	45414	2,525.00	ARROWBOARD
400-5050-480.23-04	CD0051	109688	TRI-CITY ELECTRIC CO	11/4/2020	10869A	17,300.00	TRAFFIC CAMERAS
400-5050-480.23-04	CD0067	109688	TRI-CITY ELECTRIC CO	11/4/2020	10869C	6,200.00	TRAFFIC CAMERAS
400-5050-480.23-04	CD0082	109688	TRI-CITY ELECTRIC CO	11/4/2020	10869	18,090.09	TRAFFIC CAMERAS

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400-5050-480.23-04	PW0508	109641	IOWA PLAINS SIGNING, INC.	11/4/2020	45414A	2,525.00	ARROWBOARD
400-5050-480.23-07	2CD009	109618	FASTENAL COMPANY	11/4/2020	IABET135279	325.21	ANCHOR BOLTS FOR POLE BASES
400-5050-480.23-07	2CD009	109625	GRAYBAR (DATA)	11/4/2020	9318261186	562.06	SUPPRESSOR & GROUNDING BAR FOR TRAFFIC CABINETS
400-5050-480.23-07	2CD009	109625	GRAYBAR (DATA)	11/4/2020	9318328849	576.35	ELECTRICAL MATERIALS
400-5050-480.23-07	2CD009	109653	MANATT'S INC.	11/4/2020	5003473	528.00	CONCRETE FOR TRAFFIC CABINET
400-5050-480.23-07	AD0029	109668	REPUBLIC COMPANIES	11/4/2020	5991791-00	2,834.08	ELECTRICAL MATERIALS
400-5050-480.23-07	AD0029	109668	REPUBLIC COMPANIES	11/4/2020	5999449-00	376.24	ELECTRICAL MATERIALS
400-5050-480.23-07	AD0029	109668	REPUBLIC COMPANIES	11/4/2020	6000578-00	35.54	CONDUIT AND PARTS
400-5050-480.23-07	CD0054	109668	REPUBLIC COMPANIES	11/4/2020	5978494-02	8.43	ELECTRICAL MATERIALS
400-5050-480.23-07	PW0510	109650	M & M GOLF CARS, LLC	11/4/2020	0246397-IN	375.00	CART USE DURING CONSTRUCT GREENBRIER
400-5050-480.23-07	PW0510	109650	M & M GOLF CARS, LLC	11/4/2020	0246725-IN	425.00	CART USE DURING CONSTRUCT GREENBRIER
400-5050-480.70-34	PW0480	109676	SCOTT COUNTY RECORDER	11/4/2020	2020-00006161	116.00	RECORDING FEES
Total for Fund			400	CAPITAL PROJECTS		127,905.67	
Department			Capital Projects				
520-5050-499.70-34	SW0094	109693	WELCH, JOANN M.	11/4/2020	102320	4,000.00	PERMANENT SANITARY SEWER EASEMENT - JOANN M
Total for Fund			520	SEWER UTILITY		4,000.00	
Department			Capital Projects				
Total for Department						163,636.11	
Grand Total						807,878.64	

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Date: 10/30/2020

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
001-0000-141.07-00		107565	CML DESIGNS	10/28/2020	4300	765.00	FACE MASKS
Total for Fund			001 GENERAL FUND			765.00	
Department			N/A				
Total for Department						765.00	
402-0243-480.70-74		107567	WATCHGUARD	10/28/2020	RMAREF0010474	-3,150.00	CREDIT RETURNED ITEM
402-0243-480.70-74		107567	WATCHGUARD	10/28/2020	RMAREF0010575	-450.00	CREDIT RETURNED ITEM
402-0243-480.70-74		107567	WATCHGUARD	10/28/2020	WARNINV004513	17,875.00	BODYCAM WARRANTY
Total for Fund			402 ELEC.EQUIP.REPLACEMENT FUND			14,275.00	
Department			Finance				
Total for Department						14,275.00	
001-0525-464.21-01	2000MC	107566	VAN METER INDUSTRIAL INC.	10/28/2020	S011122751.001	189.29	MAINT CTR, ELECTRICAL
Total for Fund			001 GENERAL FUND			189.29	
Grand Total						15,229.29	

City of Bettendorf
Accounts Payable Listing
November 3, 2020 Council Meeting

Date: 10/30/2020

ACCT #	ect PRC	CK #	VENDOR	CK DATE	INV #	AMOUNT	DESCRIPTION
590-0000-221.10-00		2100212	TREASURER, STATE OF IOWA	10/26/2020	102620	1,800.00	SALES TAX 10/1-10/15/20
590-0000-221.10-00		2100215	TREASURER, STATE OF IOWA	11/2/2020	093020	1,972.11	SALES TAX 07/01/20-09/30/ 20
Total for Fund			590			3,772.11	
			QC WATERFRONT CONVENTION				
Department			N/A				
Total for Department						3,772.11	
590-2001-494.21-06		3187	NU-TREND ACCESSIBILITY SYSTEM	11/4/2020	736720	600.00	QCWCC- ANNUAL WHEELCHAIR LIFT SAFETY
590-2001-494.22-15		3185	AUDIO VISUAL RESOURCE QC	11/4/2020	Q3714	340.00	QCWCC- EQUIPMENT RENTAL
590-2001-494.22-90		3188	REPUBLIC SERVICES #400	11/4/2020	400-002037704	437.21	QCWCC- DUMPSTER SERVICE
590-2001-494.22-99		3186	CINTAS LOC 23M	11/4/2020	4064455997	1,071.82	QCWCC- LINENS
590-2001-494.22-99		3186	CINTAS LOC 23M	11/4/2020	4065116093	534.10	QCWCC- LINENS
Total for Fund			590			2,983.13	
			QC WATERFRONT CONVENTION				
Department							
Total for Department						2,983.13	
Grand Total						6,755.24	