

PROFESSIONAL SERVICES AGREEMENT

ATTN: Mr. Gary Coffman, Publics Works Supervisor
CLIENT: City of Earlham
140 S. Chestnut Ave.
Earlham, IA 50072

PROJECT: WWTP Disinfection Improvements

PROJECT LOCATION: Earlham, IA

DATE OF AGREEMENT: September 3, 2024

PROJECT DESCRIPTION

The City of Earlham received an updated discharge permit for the existing lagoon that included tighter ammonia limits as well as new limits for E. Coli. The City initiated Phase 1 improvements at the WWTP targeting the tighter ammonia limits, which has been constructed. As planned, Phase 2 improvements will implement disinfection for compliance with E. Coli limits, which the current compliance schedule is April 2026.

This project is the Phase 2 improvements that will implement UV disinfection at the WWTP. Shive-Hattery will assist you with coordination and permitting with IDNR; design of the improvements; bidding assistance; and services during construction.

SCOPE OF SERVICES

We will provide environmental, civil, structural, mechanical, electrical engineering as well as architectural services for the project.

1. Assumptions

- a. UV disinfection is anticipated.
- b. Survey data from the Phase I improvements will be utilized for this project and additional survey data will not be needed.
- c. The geotechnical report from the Phase I improvements will be utilized for this project and additional geotechnical investigation will not be needed.
- d. IDNR review can vary depending on the reviewer, IDNR workload, schedule, and interpretations. A normal IDNR review process is assumed with limited iterations for site approval, submittal review and comments; and permitting.
- e. The project will be paid for with a State Revolving Fund (SRF) loan. The project is currently on the SRF Intended Use Plan (IUP).

2. Preliminary Design

- a. Evaluate UV systems with respect to the target capacity and finished water goals.
- b. Preliminary select the UV equipment that will serve as the design basis for the project.
- c. Preliminary size the UV facility, including equipment, weirs, flow measurement, UV bulb storage layout.
- d. Set the hydraulic profile through the UV system.
- e. Develop Preliminary Design drawings of the proposed improvements. The preliminary drawings will include a site plan, UV Facility layout and section, hydraulic profile, preliminary process



diagram(s), and electrical one-line diagram. The level of detail presented will vary for each concept as needed to adequately analyze specific issues and envision improvements that can be accomplished.

f. Engineer will develop a narrative of the Preliminary Design, which is envisioned to include the following sections.

- Executive Summary
- Design Criteria
- Cost Opinion
- Implementation Plan
- Process Equipment Data Sheets and Manufacturer Information

Design criteria will be documented to identify basis of unit sizing and referencing appropriate IDNR regulatory standards.

The cost opinion will provide additional detail to budgetary project cost based on information obtained during Preliminary Design phase.

The implementation plan will discuss necessary construction sequencing as well as plan for construction-related operation interruption.

The Process Equipment Data Sheets and Manufacturer Information section will provide information on the major items of process equipment selected for based on the Engineer's experience and Owner's preference. Equipment data sheets that summarize operating conditions and key components will be provided along with manufacturer catalog information.

Furnish PDF electronic copy of these Preliminary Design documents to Owner for review, comment and approval.

g. Preliminary Design Workshop

Lead and participate in a workshop with the City to include:

- Review of UV equipment technology and basis of design.
- Review and refinement of preliminary process diagrams.
- Review and refinement of preliminary electrical one-line drawings.
- Review and refinement of the preliminary site plan, hydraulic profile, and facility layout.
- Review and preliminarily select major equipment items.
- Review and refinement of proposed construction sequencing.

h. Coordinate with IDNR

- Submit the Preliminary Design Narrative as a Facility Plan to IDNR and as an addendum to the 2020 Facility Plan.
- Submit work record request to IDNR
- Hold virtual project initiation meeting with IDNR.
- Coordinate and initiate IDNR site review for the project.
- Submit Environmental Review Checklist

3. Design Phase

a. Design Development

- i. Incorporating comments from the Preliminary Design Workshop, prepare Design Development documents including site civil, structural, architectural, process, and electrical drawings. This phase will result in drawings that will generally reflect 60% design complete.
- ii. Prepare technical specifications.
- iii. Engineer's standard drawing format and technical specifications format will be used and will generally conform to Construction Specifications Institute (CSI) standards. Engineer's standard computer aided design software will be used to develop drawings for the plan sheets.
- iv. Update the engineer's opinion of probable construction cost based on the Design Development documents.
- v. Furnish PDF electronic copy of these Design Development documents to Owner for review, comment and approval.
- vi. Lead Design Development Workshop with Owner to review design features and opinion of probable construction cost and solicit Owner's input and review comments. Address comments as appropriate.
- vii. Following the workshop with the Owner, revise drawings and specifications as appropriate as well as complete applicable sections of the IDNR construction permit. Engineer will submit Design Development documents and construction permit application to IDNR for review and approval. Address IDNR review comments as appropriate. IDNR construction Permit fee will be paid by Engineer with reimbursement by Owner at cost with no mark-up.

b. Construction Documents

- i. Based upon the results of the Design Development Workshop and IDNR review, Engineer will develop contract documents for Owner's use to competitively bid the work as well as for construction of the project. The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include proposal forms, notice to bidders, bid forms, bond forms, general conditions, special conditions, and agreement form. The Engineer's standard contract forms including General Conditions will be used and will generally conform to Construction Specifications Institute (CSI) standards.
- ii. The level of effort anticipates a single construction contract; multiple design scenarios or bid packages and/or pre-purchased equipment packages are not anticipated or included as part of the level of effort within this Agreement.
- iii. As required, Engineer will prepare storm water pollution prevention plan.
- iv. Engineer will prepare pre-final (approximately 95% complete) contract documents and will submit PDF copy to the Owner for review and comment. Engineer will lead a Construction Document workshop with Owner. Engineer will incorporate review comments into drawings and specifications as appropriate and prepare final Construction Documents.

4. Bidding Services

- a. Engineer will post electronic copies of the Contract Documents to Shive-Hattery online plan room for access by prospective bidders for bidding and one (1) set to the Owner for use during construction. The cost for distribution of bidding documents will be paid for by Engineer with reimbursement by Owner at cost without mark-up.

- b. Engineer will attend and lead a pre-bid meeting to provide site visit and review overall project requirements with prospective bidders.
- c. Engineer will provide services during bidding, including responding to bidder's questions, issuing addenda, leading a pre-bid meeting, attending the bid opening, assisting the Owner in evaluating bids, and preparing recommendation for award.

NOTE: A four (4) week advertisement and bidding timeline has been assumed in this Agreement.

5. Construction Administrative

The level of effort for construction contract administration can vary depending on contractors work progress, overall construction schedule, completeness of shop drawings, number of request for information, number of pay requests, and other factors. As such, an estimated fee has been developed with an hourly basis for time actually spent on construction administration services.

- a. Progress Meetings. Attend monthly progress meetings with Owner and contractor. Submit monthly progress reports. We have anticipated up to ten (10) progress meetings.
- b. Conferences. Attend pre-construction and other conferences with Owner or other interested parties as may be necessary. Meet with Owner for project discussions, coordination and presentations as required.
- c. Submittal Review. Review and approve, for general conformance with the design concept and construction specifications, submittals delivered by the contractor(s). Provide written conformation to Owner that each submittal approved generally conforms with applicable specifications.
- d. Design Conformance. Provide periodic site Engineering reviews to ascertain that the contractor is generally conforming to the design intent.
- e. Contract Clarification. Assist with preparation of any necessary contract clarifications.
- f. Change Orders. Assist with preparation of any necessary contract change orders for approval of the Owner and others on a timely basis.
- g. Contractor Pay Requests. Assist with review of the contractor's applications for progress payment.
- h. Punch List. Assist with a "pre-final" inspection of the completed work; develop a punch list of items required and forward it to the Contractor and Owner.
- i. Substantial Completion. Assist with preparation of a statement of substantial construction completion.
- j. Final Completion. Prior to approval and submittal of the Contractor's final pay request, assist with a written statement of completion including recommendation that the Owner accept the project.
- k. Record Drawings. Provide record drawing after completion of the work. Such drawings will be based upon construction records provided by the contractor during construction.

6. Resident Observation Services

Similar to construction contract administration, the level of effort for part time construction observation can vary on contractors work progress, overall construction schedule, quality of work, and other factors. As such, an estimated fee has been developed with an hourly basis for time actually spent on construction administration services.

- a. Provide a part-time Resident Project Representative (RPR) to visit the construction site periodically to observe construction and general conformance to project documents. A reasonable attempt will be made to coordinate with the contractor. We have assumed an

overall construction duration of ten (10) months; however, onsite activity may vary depending on lead times of equipment and materials. We anticipate approximately one (1) site visit per week (on average) when construction activity is ongoing at the site for permanent improvements.

7. Construction Staking Services

- a. Provide construction staking per the contractor’s request. We have assumed a two (2) person survey crew for one (1) trip to the site.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Provide personnel to assist in project planning.
2. Access to the sites.
3. As available, provide previous engineering reports, design drawings, record drawings and Operation & Maintenance (O&M) manuals.
4. Review of submittals and participation in workshops.
5. Payment of permit application fees and bid document reproduction and distribution.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. We will work to provide the submittal to Owner and IDNR for construction permitting by February 2025 and target the City awarding a construction project in May 2025. We will respond to IDNR review comments within 1 week of receiving comments.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Scope Item 2 – Preliminary Design	Fixed	\$65,900	Included	\$65,900
Scope Item 3 – Design Phase	Fixed	\$124,400	Included	\$124,400
Scope Item 4 – Bidding Services	Fixed	\$7,000	Included except Reproduction/Distribution of Bidding Documents	\$7,000
Scope Item 5 – Construction Administration	Hourly	\$45,000 (est.)	Included in Estimate	\$45,000 (est.)
Scope Item 6 – Construction Observation	Hourly	\$46,000 (est.)	Included in Estimate	\$46,000 (est.)
Scope Item 7 – Construction Staking	Hourly	3,000 (est.)	Included in Estimate	\$3,000 (est.)

- Hourly – We will provide the Scope of Services on an hourly rate basis based on our Standard Hourly Fee Schedule that is in effect at the time the services are performed. The fee noted above is an estimated amount and actual level of effort can be impacted by Contractor's progress and overall construction schedule. We will only bill for time and expenses directly related to services during construction.
- Fixed Fee - We will provide the Scope of Services for the fee amount specified above.

Reimbursable Expenses:

- Included in the fixed fee, except cost for reproduction/distribution of the bidding documents to bidders. Actual and direct costs for reproduction/distribution of bidding documents will be passed on to the City of Earlham for reimbursement without mark-up.

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

ADDITIONAL SERVICES

Other additional services not included as part of the Scope of Services of this Agreement and requiring advance authorization separate from this Agreement. Advance authorization will be in writing as evident by an Amendment, including scope and associated fees for these services, as agreed to by Owner and Engineer.

1. Services resulting from significant changes in the general scope, extent or character of project or its design including but not limited to: changes in size; complexity; Owner's schedule; character of construction; method of financing; revising previously accepted studies, reports, design documents or construction documents, when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control.
2. Preparation of models for Owner's use beyond that required to complete design.
3. Design of any utilities relocation other than as may be needed on the project site.
4. Design of off-site improvements.
5. Preparation of application and supporting documents for private or governmental grants, loans, or advances in connection with the project; preparation or review environmental impact statements; review and evaluation of effect on design requirements of the project by any such statements; and assistance in obtaining approvals of authorities having jurisdiction over anticipated environmental impact of the project.
6. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
7. Utility Rate Study
8. Materials Testing and Analysis.
9. SCADA Software Application Engineering
10. Additional surveying, architecture, and/or engineering services not included in the Scope of Services, upon your request.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery March 2016

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to

permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

To return a hardcopy of this proposal to us, please return a signed copy to us in the enclosed envelope.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Tami Wilcox, PE
twilcox@shive-hattery.com



Shane Oyler, PE
soyler@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Earlham, Iowa

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

SDO/TLW