

Iowa Homeland Security & Emergency Management
7900 Hickman Rd, Ste 500
Windsor Heights, IA 50324

**Iowa Flood Mitigation Program (FMP)
Flood Recovery Project Application**

What is the Flood Recovery Fund?

A Flood Recovery Fund is established in the state treasury under the control of the Flood Mitigation Board to provide funding to eligible political subdivisions of the state to implement flood response, flood recovery, or flood mitigation projects.

Eligibility:

- 1) An eligible applicant is a political subdivision of the state located in a county designated under presidential disaster declaration DR-4421-IA and also located in a county where the federal emergency management agency individual assistance program has been activated.
- 2) Eligible projects must support flood response, flood recovery, or flood mitigation. Eligible project types include construction and reconstruction of levees, embankments, impounding reservoirs, conduits or other means that are necessary for the protection from the effects of floodwaters and may include the deepening, widening, alteration, change, diversion, or other improvement of watercourses if necessary for the protection of such property from the effects of flood waters. A project may consist of one or more phases of construction or reconstruction that are contracted for separately if the larger project, of which the project is a part, otherwise meets the requirements of this subrule.

Application Process:

This application is designed to capture the necessary information to meet program requirements.

- 1) Description of the project and how the project supports flood response, flood recovery, or flood mitigation activities.
- 2) Description of financial assistance need through the Flood Recovery Fund.
- 3) Description of the necessary expense or serious need of the political subdivision.
- 4) Details on any additional funds to be applied to the project.

Flood Mitigation Board Process:

- 1) Review the application.
- 2) Approve, defer, or deny the application.

**Iowa Flood Mitigation Program (FMP)
Flood Recovery Project Application**

I. Applicant Information

A. Applicant/Community Name		B. Address		City, State, Zip Code	
City of Davenport		226 W. 4th Street		Davenport, Iowa 52801	
C. Point of Contact (POC) Name for Project		POC Title	POC Agency	POC Email	
Clay Merritt		Capital Manger	City of Davenport	jmerritt@ci.davenport.ia.us	
POC PO Box and Zip Code	POC Street Address	POC City, State, Zip Code		POC Phone	
52807	1200 E. 46th Street	Davenport, Iowa 52807		563-888-3055	
Alternate POC Name or Authorized Representative		Alt POC Title	Alt POC Agency	Alternate POC Email	
Brandon Wright		CFO/Assist. City Admin.	City of Davenport	bwright@ci.davenport.ia.us	
Alt POC PO Box and Zip Code	Alt POC Street Address	Alt POC City, State, Zip Code		Alt POC Phone	
52801	226 W. 4th Street	Davenport, Iowa 52801		563-326-7750	
D. Federal Tax ID # / FEIN	E. County Name	F. US Congressional District(s)		State Legislative Districts	
	Scott	Iowa - 02		Senate 41/42/43	House 81/84/85/86
G. Is the Applicant/Community participating in the National Flood Insurance Program (NFIP)?			Community's CID Number		
Yes			190242		

II. Project Cost Information

A. Identify the requested funding source:

Permanent Work

B. Project Budget Summary

Engineering Services	\$ 40,000.00
Construction	\$ 450,000.00
3% Contingency	\$ 14,700.00
Total Project Budget Summary	\$ 504,700.00

C. Project Funding Source

Identify all anticipated funding sources for the project and the amounts.

State that you have applied for and/or received approved federal, state and/or local financial assistance.

Please insert additional rows as needed.

Identify source	Applied/ Received	Federal \$	State \$	Local \$	TOTAL
Flood Recovery Fund	Applied		454,230.00		\$ 454,230.00
City of Davenport				50,470.00	\$ 50,470.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Project Funding Source		\$ -	\$ 454,230.00	\$ 50,470.00	\$ 504,700.00

III. Project Plan Summary

A. Provide a brief description of the project and how the project supported flood response or will support future flood recovery and flood mitigation activities. This is a summary of Tab B - Project Plan.

Modern Woodmen Park (MWP) is a City of Davenport-owned minor league baseball park home to the Quad Cities River Bandits, a Class-A affiliate of the Houston Astros. Completed in 1931, MWP is one of the oldest ballparks still in use. The Modern Woodmen Park Floodwall Extension project will build approximately 160 feet of concrete foundations and permanent flood wall east of the baseball stadium's locker rooms and around the batting cages providing egress for lower level emergency doors during times of flooding. The project will ensure that this extension ties into the existing building foundations and floodwall system on the north side of the stadium which protects MWP to a 250-year flood, and the proposed project would match that height. See attached map showing existing removable floodwall and proposed floodwall extension. The City participates in the Community Rating System and is currently a Class 8 with a comprehensive approach to floodplain mitigation, response and recovery. While the City has seen success in open space preservation of almost 600 acres of land, MWP is an important local asset that must be maintained and protected from future flooding.

B. Provide a brief description of the financial assistance need through the Flood Recovery Fund.

The City of Davenport is requesting 90% of the proposed project's expenses be paid through the Flood Recovery Fund. The City has already invested approximately \$2.9 million in flood protection measures at Modern Woodmen Park. These funds will be used to complete a floodwall system that fully protects an important and historic public asset from floods coming from the Mississippi River. As shown in the attached damages section, the estimated damages and lost revenue for Modern Woodmen Park from the 2019 floods exceeds \$282,000. The requested financial assistance would produce a positive benefit cost ratio for return on investment.

C. Explain how financial assistance through the Flood Recovery Fund is essential to meet the necessary expenses or serious needs of the applicant related to flood response, flood recovery, and flood mitigation.

The existing floodwall at Modern Woodmen Park (MWP) has been in place since 2011. MWP has been tested by 5 of the top 10 crests on the Mississippi River. Throughout the flooding, the City of Davenport has identified a vulnerable point to flood protection. In the current flood plan, the City protects two egress doors on the southeast section of the Stadium with sandbags, stacking them 10 feet high. Should this protection method fail, the entire stadium will flood, resulting in an estimated in damages the tens of millions of dollars. While the current assessed value for the structure at MWP is over \$8.3 million, it is highly likely that the structure and the field repairs would exceed \$15 million. In addition to addressing the vulnerable point of entry at MWP, the proposed project will also free up some staff time and resources that are needed elsewhere when flooding occurs. A permanent floodwall would reduce staff and materials costs by approximately 10%. In addition, MWP hosts 250,000 visitors annually and is an essential component of keeping the City's downtown economically viable and vibrant. In 2019, nineteen home games needed to be canceled due to the floods resulting in over \$270,000 in lost revenue and game relocation costs.

D. Provide details of any additional funds that can be applied to the project.

The City of Davenport is committing 10% of the project cost, funded through it's Capital Improvement Program.

E. Description of Project Location (i.e. Latitude and Longitude (minimum 6 digits after the decimal), Neighborhood, Subdivision, Geographic Boundaries, Driving Directions, etc.)

Modern Woodmen Park (MWP) is located at 209 S. Gaines Street, (Lat: 41.518473 Long: -90.581908). MWP is on the Mississippi Riverfront in Downtown Davenport and is bounded by the Canadian Pacific Railroad to the north, LeClaire Park to the east, Mississippi River to the south and Gaines Street to the west. Eastbound I-80 travelers can access the stadium by taking Exit 290 to I-280 East, then take Exit 6 for US 61/West River Drive. Make a left onto US 61/West River Drive and stay on River Drive for 5.4 miles. Turn right on to Gaines Street, and Modern Woodmen Park is on the left.

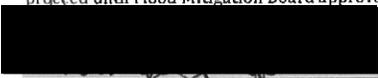
IV. Work Schedule

A. List the major milestones for this project.

Task	Months/Years from Award		Responsible Party
	Start	Complete	
Grant Award	Month 0	Month 1	IHSEMD/City of Davenport
Preliminary Engineering	Month 2	Month 5	City of Davenport/Contracted Engineering Firm
Procurement for Construction	Month 6	Month 7	City of Davenport Purchasing Dept
Construction	Month 8	Month 13	City of Davenport/Contracted Construction Firm
Closeout	Month 14	Month 18	IHSEMD/City of Davenport
Total Project Duration:	18 Months		

V. Certifications

To the best of my knowledge and belief, I certify that all data in this application packet is complete, true and correct. The governing body of the applicant has duly authorized this document and hereby applies for assistance as documented in this application. The applicant understands that the project shall not proceed until Flood Mitigation Board approval is granted.


 Signature of the Chief Executive Officer
FRANK KLIPSCH
 Name of the Chief Executive Officer
Mayor
 Title
City of Davenport
 Organization
September 9, 2019
 Date
563-326-7701
 Phone Number


 Signature of the Authorized Representative
Clay Merritt
 Name of Authorized Representative
Capital Manager
 Title
City of Davenport
 Organization
September 9, 2019
 Date
1200 E. 46th Street
 PO Box / Street Address
Davenport, Iowa 52807
 City, State and Zip Code
563-888-3055
 Phone Number
jmerritt@ci.davenport.ia.us
 Email Address

**STATE OF IOWA
DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE**

Clay Merritt is hereby authorized to execute on behalf of
(Name of Representative)

City of Davenport this mitigation project and to file it with
(Applicant Entity)

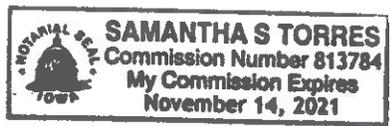
Iowa Homeland Security and Emergency Management (HSEMD) for the purpose of obtaining financial assistance under the Flood Mitigation Bill, Senate File 2217.

Signed 9-9-19
(Date)

FRANK KLIPSCH
Chief Executive Officer
[Redacted Signature]
(Signature)

Clay Merritt, Capital Manager
Applicant's Authorized Representative
(Print Name and Title)
[Redacted Signature]
(Signature)

Attested: SAMANTHA TORRES - CONFIDENTIAL
[Redacted Signature] SECRETARY
(Signature)



(Please print or type except for signature)

In order for the State of Iowa to pay you the amount that is due to you and to comply with the IRS regulations on reporting these payments, we are requesting the following information. Failure to provide this information will result in withholding of payment.

BOX A

Are you/your business: YES NO

Individual [I]

or Sole Proprietorship [S]

If the answer to both was no, please complete Box B.

If you answered yes to either item, please provide Your Social Security number:

_____-_____-_____-

AND

Complete the Name and Address below:

Last Name: First Name: MI

Doing Business As:

Address:

Address:

City: State Zip

BOX B

Is your business: YES NO

Corporation [C]

Partnership [P]

Estate of Trust [E]

Public Service Corp [U]

Government [G]

Other [O]

Please Explain: _____

Please provide us with your

Federal Employer Identification number:

AND

Complete the Name and Address below:

Last Name: First Name: MI
Merritt James C

Doing Business As:
City of Davenport

Address:
226 W. 4th Street

Address:

City, State Zip
Davenport, Iowa 52801

CERTIFICATION MUST BE SIGNED BY VENDOR

Certification - Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividend, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Signature: _____ Date: **9-9-19**

FOR OFFICE USE ONLY (Refer to Procedure 270.450 for more details)

From: Add

Dept. Change
(Include vendor code and changes only)

Contact: _____

Added For Purchasing: Delete Reason:

Yes No

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all funding applications submitted to the State of Iowa shall include a Minority Impact Statement. This is the state's mechanism to require applicants to consider the potential impact of the project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this application. Complete all the information requested for the chosen statement(s).

- The proposed project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project

Indicate which group is impacted:

- Women
- Persons with a Disability
- Blacks
- Latinos
- Asians
- Pacific Islanders
- American Indians
- Alaskan Native Americans
- Other

- The proposed project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation of representatives of the minority groups impacted.

Indicate which group is impacted:

- Women
- Persons with a Disability
- Blacks

- Latinos
- Asians
- Pacific Islanders
- American Indians
- Alaskan Native Americans
- Other

The proposed project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

This grant application seeks to secure a public facility and community asset from flood damage caused by the Mississippi River, therefore it is not expected to have a disproportionate or unquie impact on minority persons.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Clay Merritt
Printed Name

Capital Manager
Title

[Redacted Signature]
Signature

9-9-19
Date

Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 5, paragraph "b", subparagraph (1):

b. As used in this subsection:

- (1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexual or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

PROJECT PLAN

Modern Woodmen Park (MWP) is a City of Davenport-owned minor league baseball park home to the Quad Cities River Bandits, a Class-A affiliate of the Houston Astros. Completed in 1931, MWP is one of the oldest ballparks still in use. The Modern Woodmen Park Floodwall Extension project will build approximately 160 feet of concrete foundations and permanent flood wall east of the baseball stadium's locker rooms and around the batting cages providing egress for lower level emergency doors during times of flooding. The project will ensure that this extension ties into the existing building foundations and floodwall system on the north side of the stadium which protects MWP to a 250-year flood, and the proposed project would match that height. See attached map showing existing removable floodwall and proposed floodwall extension. The City participates in the Community Rating System and is currently a Class 8 with a comprehensive approach to floodplain mitigation, response and recovery. While the City has seen success in open space preservation of almost 600 acres of land, MWP is an important local asset that must be maintained and protected from future flooding.

The existing floodwall at Modern Woodmen Park (MWP) has been in place since 2011. MWP has been tested by 5 of the top 10 crests on the Mississippi River. Throughout the flooding, the City of Davenport has identified a vulnerable point to flood protection. In the current flood plan, the City protects two egress doors on the southeast section of the Stadium with sandbags, stacking them 10 feet high. Should this protection method fail, the entire stadium will flood, resulting in an estimated in damages in the tens of millions of dollars. While the current assessed value for the structure at MWP is over \$8.3 million, it is highly likely that the structure and the field repairs would exceed \$15 million. In addition to addressing the vulnerable point of entry at MWP, the proposed project will also free up some staff time and resources that are needed elsewhere when flooding occurs. In addition, MWP hosts 250,000 visitors annually and is an essential component of keeping the City's downtown economically viable and vibrant. In 2019, nineteen home games needed to be canceled due to the floods resulting in over \$270,000 in lost revenue and game relocation costs.

The City of Davenport is requesting 90% of the proposed project's expenses be paid through the Flood Recovery Fund. The City has already invested approximately \$2.9 million in flood protection measures at Modern Woodmen Park. These funds will be used to complete a floodwall system that fully protects an important and historic public asset from floods coming from the Mississippi River.

Attached to this document is a cost estimate from a engineering firm familiar with the project, associated maps, a draft schematic drawing. The drawing indicates a removable floodwall, however, the project accounts for a permanent floodwall, the location of the preliminary drawings is correct. Also attached is a diagram showing how the project protects the facility to a 250 year flood event.

Shive-Hattery is pleased to provide the following for the City of Davenport for planning and budgeting.

- Design of approximately 160 feet of concrete foundation, permanent concrete and removable floodwall east of the Modern Woodmen Park locker rooms and batting cages. Provide egress for lower level emergency exits during flooding. Tie into the existing building foundation and flood wall on the north side of the stadium
- Estimate of engineering design services - \$30,000
- Estimate of engineering during construction services - \$10,000
- Probable Construction Cost - \$450,000

If you have any questions concerning this submittal, please feel free to contact us.



PROFESSIONAL SERVICES AGREEMENT

ATTN: Tom Leabhart
CLIENT: City of Davenport, IA
1200 East 46th Street
Davenport, IA 52807

PROJECT: Davenport Modern Woodman Park Flood Protection

PROJECT LOCATION: Davenport, IA

DATE OF AGREEMENT: September 6, 2019

PROJECT DESCRIPTION

Your project is to improve the flood protection at the Modern Woodman Ballpark. Improvements include approximately 160 feet of concrete foundation and permanent and removable floodwall east of the baseball locker rooms and around batting cages providing egress for lower level emergency doors during flooding. The floodwall will tie into existing building foundation and existing floodwall on the north side of stadium. The estimated construction cost is \$450,000.

Our services will include design, construction documents, engineer's opinion of probable construction cost, and meetings with the client. The City will handle the bidding of the project. Shive-Hattery will be available to answer questions during bidding and construction phases of the project.

SCOPE OF SERVICES

We will provide the Structural Engineering services for the project.

1. Preliminary Design – 50% Submittal

- A. Participate in one (1) kickoff meeting in Davenport with City Staff and one (1) site visit to document existing conditions.
- B. Review available existing drawings and client records.
- C. Prepare Preliminary Design in accordance with City of Davenport and SUDAS standards.
 - 1) Prepare Preliminary Design submittal as directed by the Client.
 - 2) Prepare an Opinion of Probable Construction Cost in spreadsheet format.
 - 3) Participate in a Preliminary Design submittal review meeting with the Client in Davenport.
 - 4) Deliverables to include electronic .pdf files.

2. Final Design – 100% Submittal

- A. Incorporate review comments from Preliminary Design submittal.
- B. Prepare Final Design submittal including drawings and technical specifications. Drawings and technical specifications anticipated:
 - 1) Drawing - Cover Sheet, Location Map, Drawing List, Seals
 - 2) Drawing - Building Site Plan, Flood Wall Alignment
 - 3) Drawing - Demolition Details, Flood Wall Alignment



- 4) Drawing - Flood Wall Sections
- 5) Drawing - Waterstop, Joint Details
- 6) Technical Specification - Removable Flood Wall
- C. Update Opinion of Probable Construction Cost.
- D. Final submittal shall include:
 - 1) Signed/sealed drawings (11x17) – 3 copies.
 - 2) Electronic .pdf files.
 - 3) Engineer's Opinion of Probable Construction Cost.
3. Bidding and Construction Services will include:
 - A. Participate in one (1) pre-bid meeting in Davenport with Client.
 - B. Answer questions during bidding and issue items for an addendum, if necessary.
 - C. Review of contractor's submittals, RFI's and material certifications.
 - D. Conduct site visits during construction, if requested by the Client.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Responsible for bidding the project.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. We will complete the design services by April 1, 2020. We anticipate construction beginning in May and completed by November of 2020.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Scope of Services Items 1 & 2	Fixed Fee	\$30,000	Included	\$30,000
Scope of Services Items 3	Hourly	Estimated Fee \$10,000	Included	Estimated Fee \$10,000

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.
- Hourly Fee – We will provide the Scope of Services on an hourly rate basis, based on our Standard Hourly Fee Schedule in effect at the time the services are performed.

Expenses:

- Included – Expenses have been included in the Fee amount.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services:

1. Perform field survey for topography or utility locations.
2. Construction administration and observation services.
3. Mechanical and electrical modifications.
4. Modifications to building framing or improvements outside areas identified in Basic Services.
5. Preparation of Division 00 and 01 specifications.
6. Other engineering and /or architecture not specifically stated in the Scope of Services above.

OTHER TERMS

STANDARD TERMS AND CONDITIONS BETWEEN SHIVE-HATTERY AND CITY OF DAVENPORT, IOWA

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, alkalies, 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 will be the property of S-H CLIENT. ~~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.

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.



Marti N. Ahlgren, PMP
mahlgren@shive-hattery.com



Larry Sandhaas, P.E.
lsandhaas@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Davenport, IA

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

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

LS/MNA/mna

Modern Woodmen Park Proposed Flood Wall

Location Map

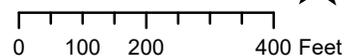
City of Davenport, Iowa



Legend

- Proposed Flood Wall
- Existing Flood Wall
- - - Other Flood Protection (Berm/Wall)

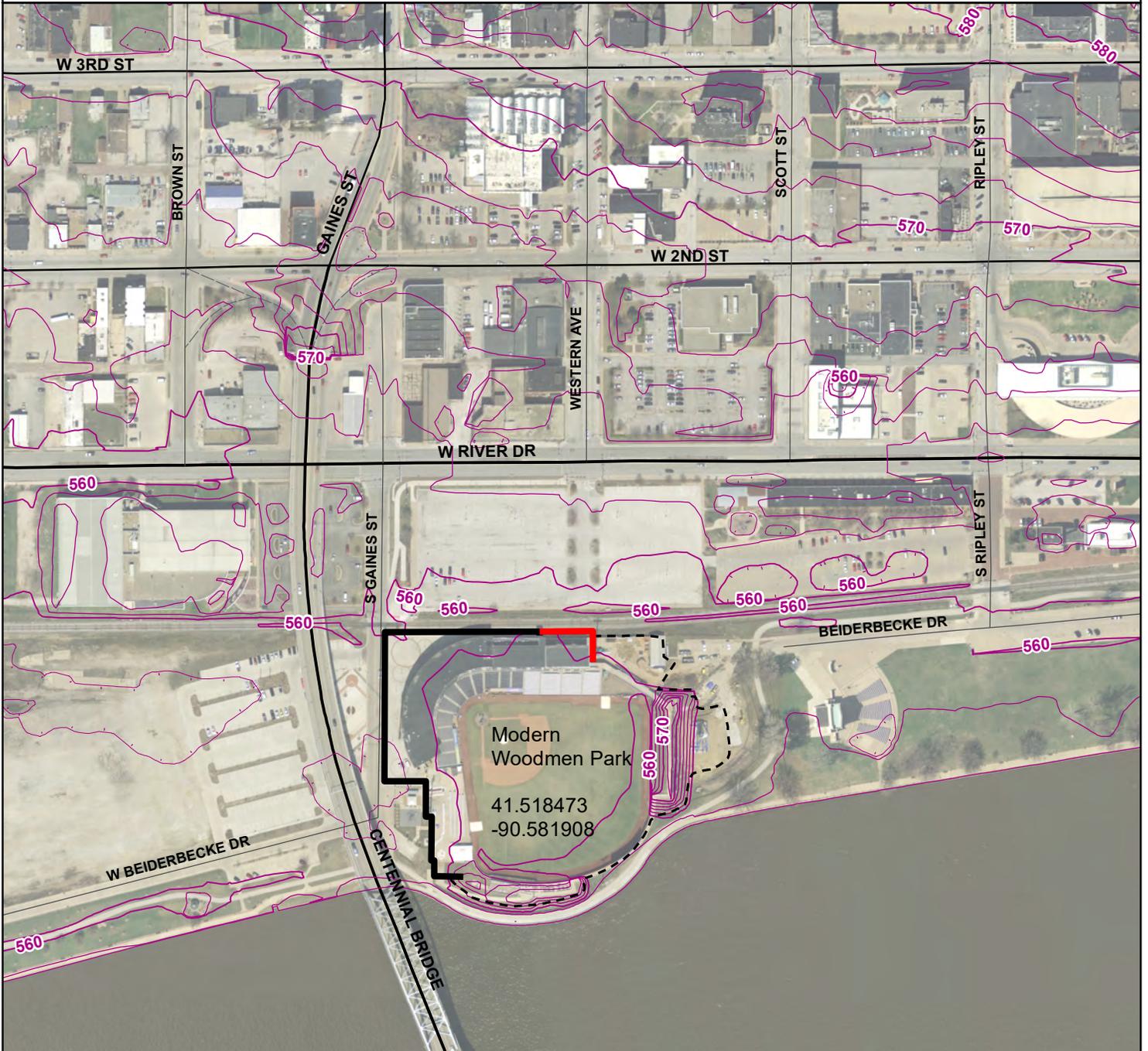
1 inch = 300 feet
(8.5" x 11")



Modern Woodmen Park Proposed Flood Wall

Topography Map

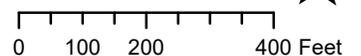
City of Davenport, Iowa



Legend

- Proposed Flood Wall
- Existing Flood Wall
- Other Food Protection (Berm/Wall)
- Contours - 10 ft
- Contours - 10 ft Depressed
- Contours - 2 ft
- Contours - 2 ft Depressed

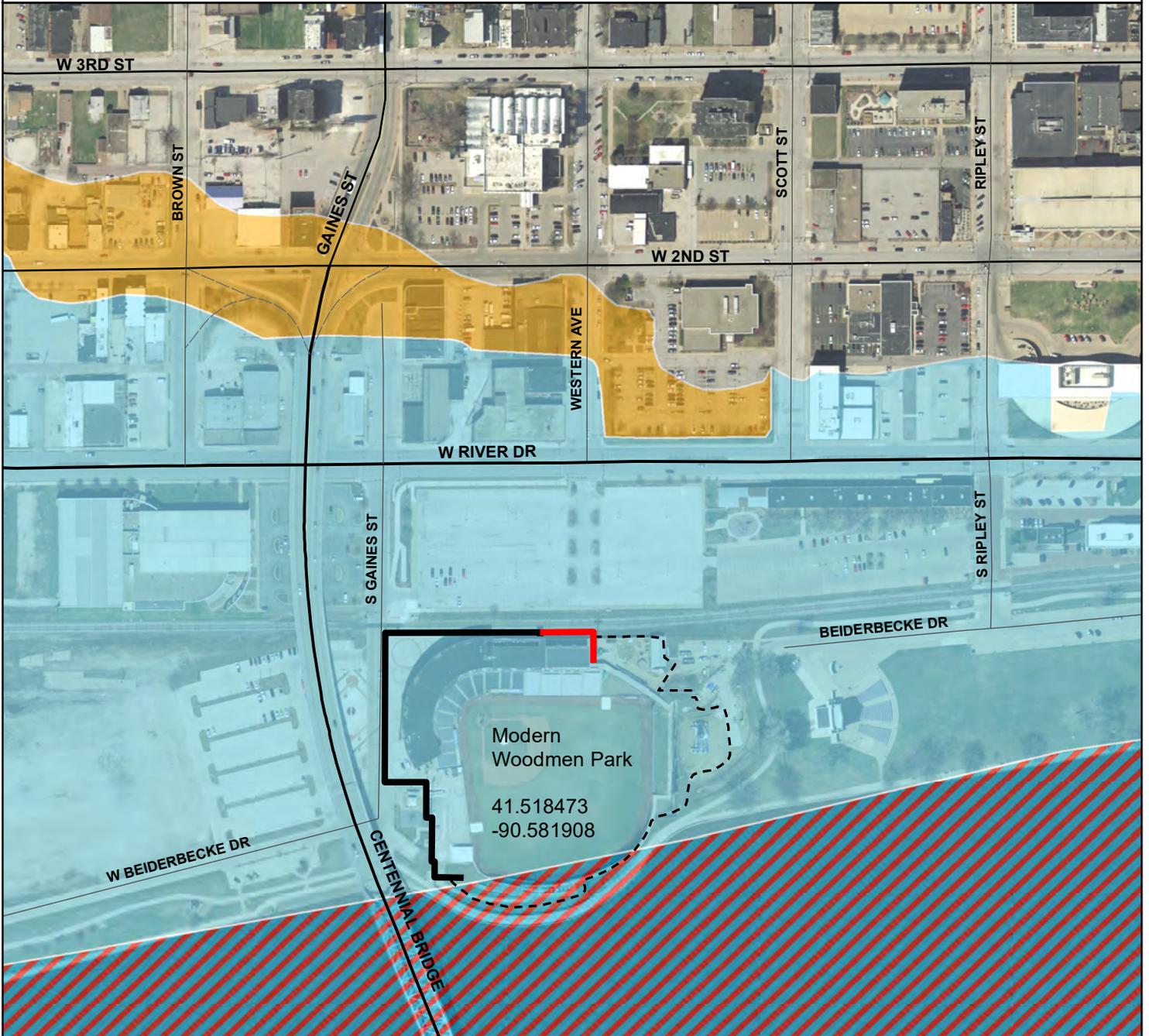
1 inch = 300 feet
(8.5" x 11")



Modern Woodmen Park Proposed Flood Wall

FEMA Flood Insurance Rate Map (FIRM)

City of Davenport, Iowa

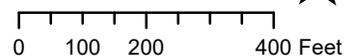


Legend

- Proposed Removable Flood Wall
- Existing Removable Flood Wall
- Other Food Protection (Berm/Wall)
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard (X)
- 1% Annual Chace Flood Hazard (AE)

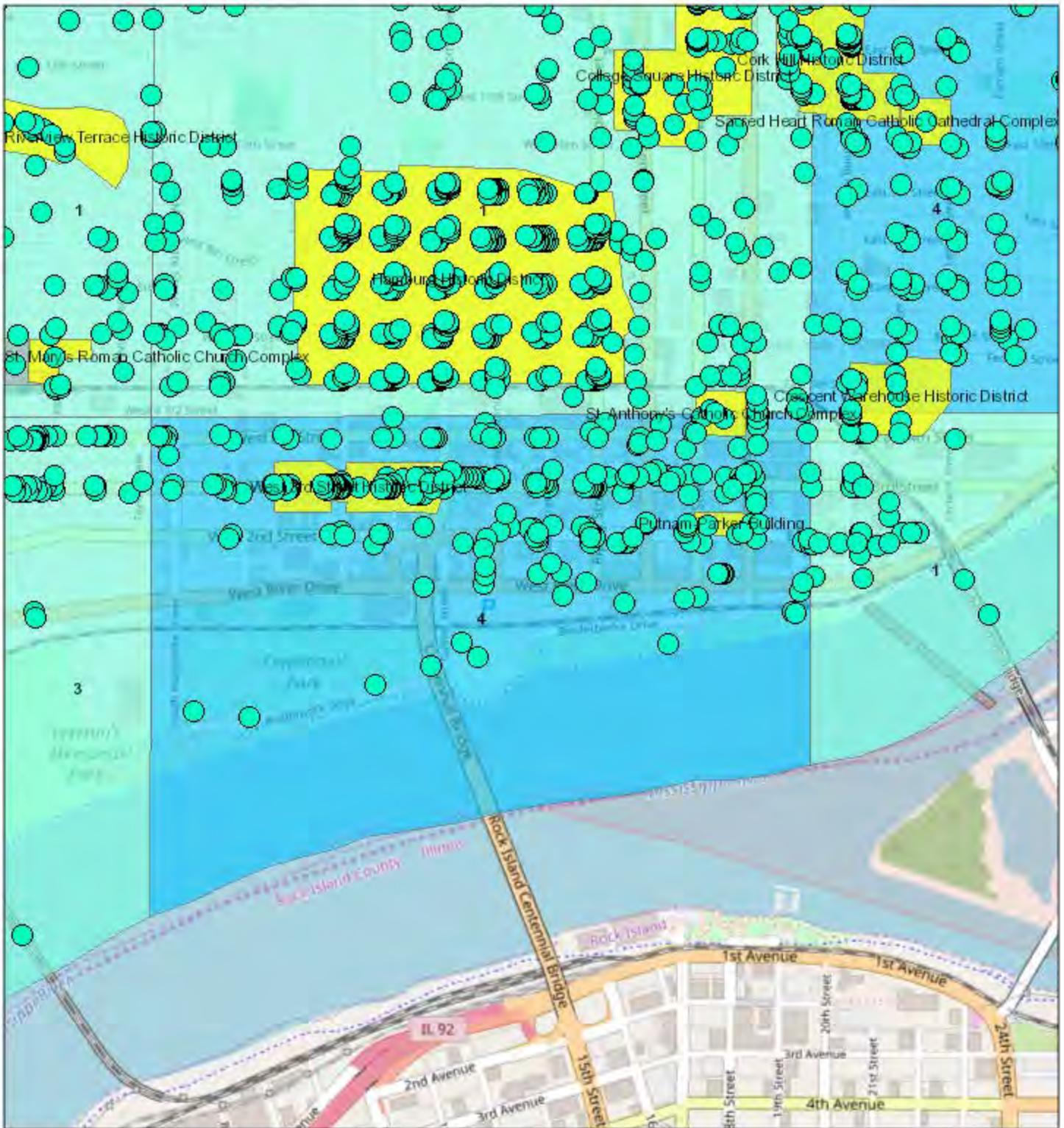
FIRM Information estimated using
FEMA Flood Map Service Center:
<https://msc.fema.gov/portal/home>

1 inch = 300 feet
(8.5" x 11")



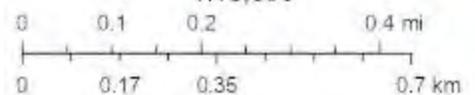
ISites Public Data Web Map

Exported from ISites Public Data
 Web Map:
<https://archaeology.uiowa.edu/i-sites>



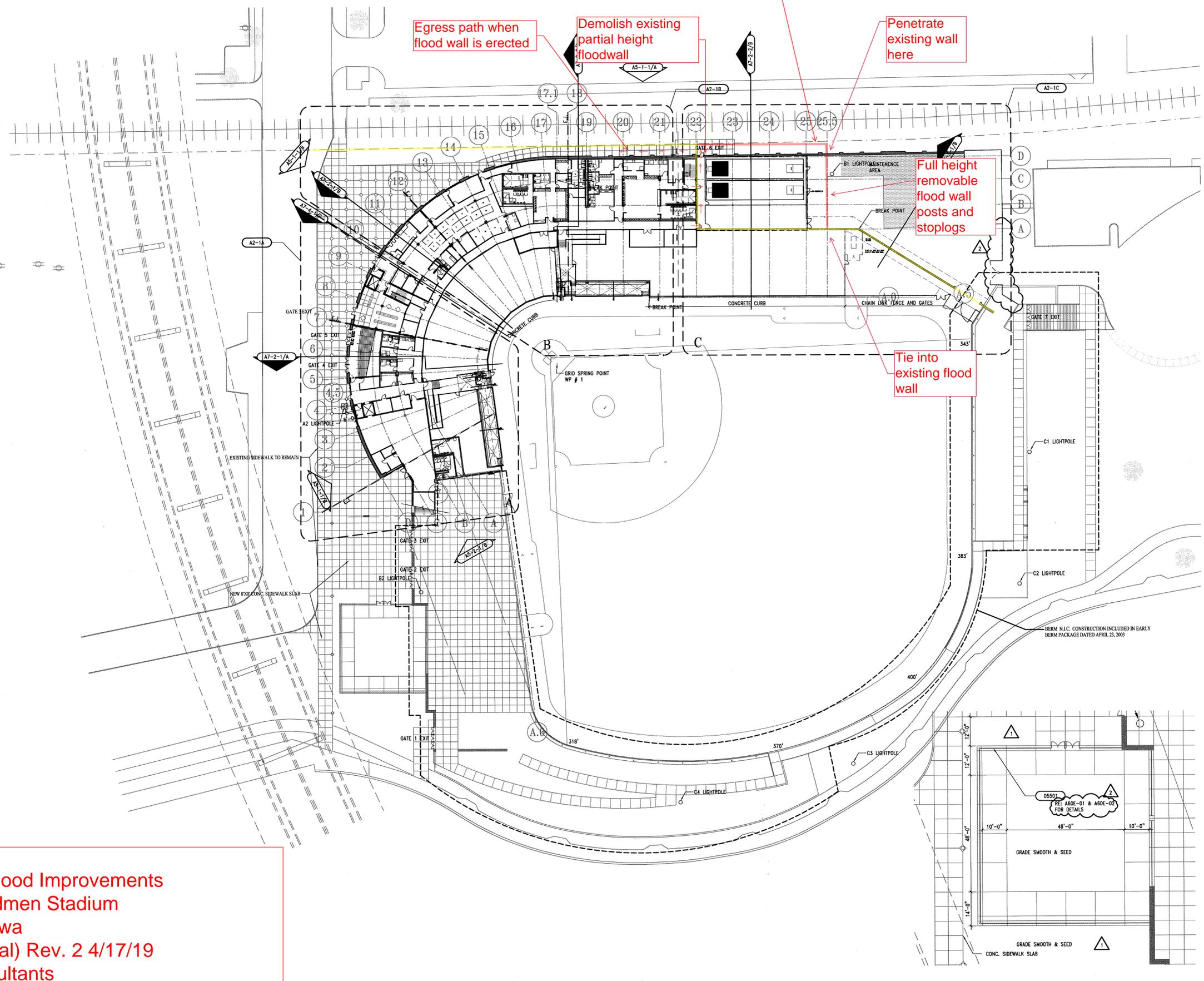
September 5, 2019

1:18,056

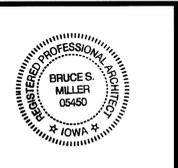


- Historic Structures Large Scale Archeological Sites
- National Register Historic
- Cemeteries
- Fewer than 4
- 4 - 20
- More than 20

Attachment 1
Egress and Flood Improvements
Modern Woodmen Stadium
Davenport, Iowa
7/2/15 (Original) Rev. 2 4/17/19
Stanley Consultants



DIVISION TWO	SITE CONSTRUCTION
0200	SELECTIVE DEMOLITION
0201	DEMOLITION OF EXISTING WALLS AND STRUCTURES
0202	DEMOLITION OF EXISTING FLOOD WALLS
0203	DEMOLITION OF EXISTING SIDEWALKS
0204	DEMOLITION OF EXISTING LIGHTPOLES
0205	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
0206	DEMOLITION OF EXISTING CONCRETE CURB
0207	DEMOLITION OF EXISTING SIDEWALK SLABS
0208	DEMOLITION OF EXISTING LIGHTPOLES
0209	DEMOLITION OF EXISTING SIGNAGE
0210	DEMOLITION OF EXISTING UTILITIES
0211	DEMOLITION OF EXISTING LIGHTPOLES
0212	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
0213	DEMOLITION OF EXISTING CONCRETE CURB
0214	DEMOLITION OF EXISTING SIDEWALK SLABS
0215	DEMOLITION OF EXISTING LIGHTPOLES
0216	DEMOLITION OF EXISTING SIGNAGE
0217	DEMOLITION OF EXISTING UTILITIES
0218	DEMOLITION OF EXISTING LIGHTPOLES
0219	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
0220	DEMOLITION OF EXISTING CONCRETE CURB
0221	DEMOLITION OF EXISTING SIDEWALK SLABS
0222	DEMOLITION OF EXISTING LIGHTPOLES
0223	DEMOLITION OF EXISTING SIGNAGE
0224	DEMOLITION OF EXISTING UTILITIES
0225	DEMOLITION OF EXISTING LIGHTPOLES
0226	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
0227	DEMOLITION OF EXISTING CONCRETE CURB
0228	DEMOLITION OF EXISTING SIDEWALK SLABS
0229	DEMOLITION OF EXISTING LIGHTPOLES
0230	DEMOLITION OF EXISTING SIGNAGE
0231	DEMOLITION OF EXISTING UTILITIES
0232	DEMOLITION OF EXISTING LIGHTPOLES
0233	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
0234	DEMOLITION OF EXISTING CONCRETE CURB
0235	DEMOLITION OF EXISTING SIDEWALK SLABS
0236	DEMOLITION OF EXISTING LIGHTPOLES
0237	DEMOLITION OF EXISTING SIGNAGE
0238	DEMOLITION OF EXISTING UTILITIES
0239	DEMOLITION OF EXISTING LIGHTPOLES
0240	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
0241	DEMOLITION OF EXISTING CONCRETE CURB
0242	DEMOLITION OF EXISTING SIDEWALK SLABS
0243	DEMOLITION OF EXISTING LIGHTPOLES
0244	DEMOLITION OF EXISTING SIGNAGE
0245	DEMOLITION OF EXISTING UTILITIES
0246	DEMOLITION OF EXISTING LIGHTPOLES
0247	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
0248	DEMOLITION OF EXISTING CONCRETE CURB
0249	DEMOLITION OF EXISTING SIDEWALK SLABS
0250	DEMOLITION OF EXISTING LIGHTPOLES
0251	DEMOLITION OF EXISTING SIGNAGE
0252	DEMOLITION OF EXISTING UTILITIES
0253	DEMOLITION OF EXISTING LIGHTPOLES
0254	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
0255	DEMOLITION OF EXISTING CONCRETE CURB
0256	DEMOLITION OF EXISTING SIDEWALK SLABS
0257	DEMOLITION OF EXISTING LIGHTPOLES
0258	DEMOLITION OF EXISTING SIGNAGE
0259	DEMOLITION OF EXISTING UTILITIES
0260	DEMOLITION OF EXISTING LIGHTPOLES
0261	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
0262	DEMOLITION OF EXISTING CONCRETE CURB
0263	DEMOLITION OF EXISTING SIDEWALK SLABS
0264	DEMOLITION OF EXISTING LIGHTPOLES
0265	DEMOLITION OF EXISTING SIGNAGE
0266	DEMOLITION OF EXISTING UTILITIES
0267	DEMOLITION OF EXISTING LIGHTPOLES
0268	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
0269	DEMOLITION OF EXISTING CONCRETE CURB
0270	DEMOLITION OF EXISTING SIDEWALK SLABS
0271	DEMOLITION OF EXISTING LIGHTPOLES
0272	DEMOLITION OF EXISTING SIGNAGE
0273	DEMOLITION OF EXISTING UTILITIES
0274	DEMOLITION OF EXISTING LIGHTPOLES
0275	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
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0278	DEMOLITION OF EXISTING LIGHTPOLES
0279	DEMOLITION OF EXISTING SIGNAGE
0280	DEMOLITION OF EXISTING UTILITIES
0281	DEMOLITION OF EXISTING LIGHTPOLES
0282	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
0283	DEMOLITION OF EXISTING CONCRETE CURB
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0294	DEMOLITION OF EXISTING UTILITIES
0295	DEMOLITION OF EXISTING LIGHTPOLES
0296	DEMOLITION OF EXISTING CHAIN LINK FENCE AND GATES
0297	DEMOLITION OF EXISTING CONCRETE CURB
0298	DEMOLITION OF EXISTING SIDEWALK SLABS
0299	DEMOLITION OF EXISTING LIGHTPOLES
0300	DEMOLITION OF EXISTING SIGNAGE



HOK
SPORT+VENUE+EVENT
HOK SPORTS FACILITIES GROUP, LLC
 Architecture, Engineering, Planning,
 Interiors, Facility Programming
 323 West 8th Street, Suite 700
 Kansas City, Missouri 64105

RUSSELL CONSTRUCTION COMPANY
 CONSTRUCTION MANAGER
 1414 Mississippi Blvd
 Bellandorf, IA 52722
 (563) 355-1845

SGCM ARCHITECTS & INTERIOR DESIGNERS, PC
 ASSOCIATE ARCHITECT, INTERIORS
 1800 5th Avenue, Suite 600
 Rock Island, IL 61201
 (309) 788-6331

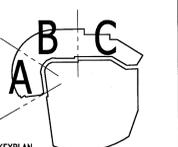
SHIVE-HATTERY, INC.
 STRUCTURAL ENGINEER
 1701 River Drive, Suite 200
 Moline, IL 61265
 (800) 798-7650

STANLEY CONSULTANTS
 CIVIL/FLOOD PROTECTION ENGINEER
 225 Iowa Avenue
 Muscatine, IA 52761
 (563) 264-6600

BREDDON AND ASSOCIATES
 MECH/ELECT/PLUMBING ENGINEER
 9503 East 63rd Ste. 214
 Raytown, MO 64133
 (816) 356-6569

JOHN O'DONNELL
STADIUM
IMPROVEMENTS

PACKAGE	
REVISIONS	
NO.	DATE DESCRIPTION
1	07/30/03 ADDENDUM 1
2	09/02/03 RE-ISSUED BID PACKAGE
	09/12/03 ISSUED FOR PERMIT



PROJECT NO. 02-0463-10
 ISSUED BY: HOK SPORT
 DRAWN BY:
 REVIEWED BY:
 ISSUE DATE: 07-23-03
 SHEET TITLE:

GROUND LEVEL REFERENCE PLAN.

A1-1

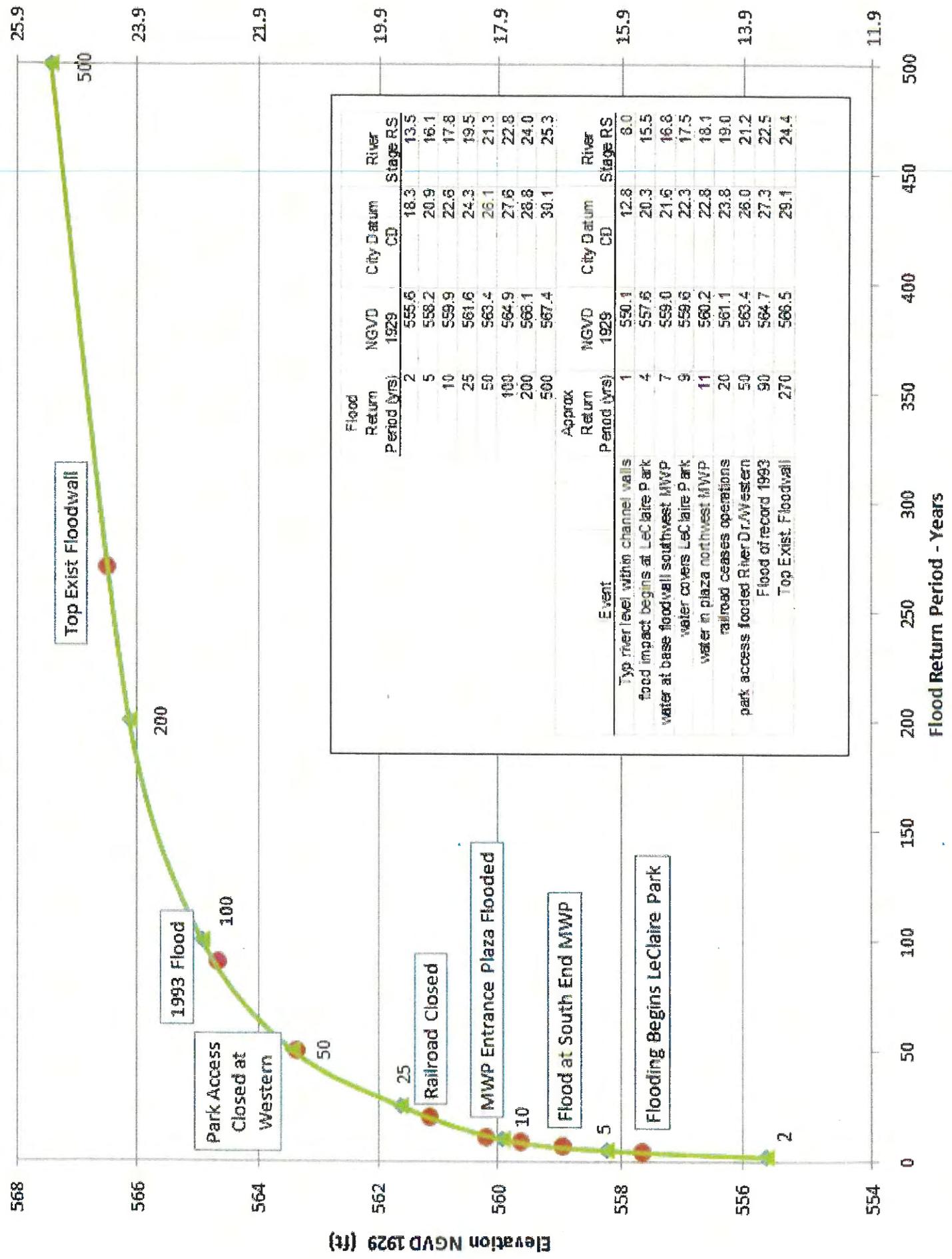
FOR BIDDING + CONSTRUCTION



A GROUND LEVEL

1/32"=1'-0"

Flood Elevations - Modern Woodmen Park



Flood			
Return Period (yrs)	NGVD 1929	City Datum CD	River Stage RS
2	555.6	18.3	13.5
5	558.2	20.9	16.1
10	559.9	22.6	17.8
25	561.6	24.3	19.5
50	563.4	26.1	21.3
100	564.9	27.6	22.8
200	566.1	28.8	24.0
500	567.4	30.1	25.3
Approx			
Return Period (yrs)	NGVD 1929	City Datum CD	River Stage RS
1	550.1	12.8	8.0
4	557.6	20.3	15.5
7	559.0	21.6	16.8
9	559.6	22.3	17.5
11	560.2	22.8	18.1
20	561.1	23.8	19.0
50	563.4	26.0	21.2
90	564.7	27.3	22.5
270	566.5	29.1	24.4

Typ river level within channel walls
 flood impact begins at LeClaire Park
 water at base floodwall southwest MWPP
 water covers LeClaire Park
 water in plaza northwest MWPP
 railroad ceases operations
 park access flooded River Dr./Western
 Flood of record 1993
 Top Exist Floodwall