

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
NOVEMBER 7, 2016
5:00 PM**



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. Adopt Resolution No. 38-R-2016-2017 Approving the Consent Agenda
 - B. Buy Local Information
 - C. Resolution Authorizing Requests Associated With the 2016 Miracle on Lake Avenue
 - D. Resolution Authorizing Requests Associated With the 2016 Ugly Sweater Walk/Run
3. Public Hearing to Approve Plans, Specifications, Form of Contract, and Estimated Costs for the East Richland Street Rehabilitation Project
4. Resolution No. 39-R-2016-2017 to Approve Plans, Specifications, Form of Contract, and Estimated Costs for the East Richland Street Rehabilitation Project
5. Resolution No. 40-R-2016-2017 Approving North Central Storm Water Change Order 4
6. Resolution No. 41-R-2016-2017 Approving Change Order #3 to the 2016 Erie Street CDBG Stormwater Project
7. Resolution No. 42-R-2016-2017 Highway 7 3-Lane Project Change Order 3
8. Resolution No. 43-R-2016-2017 Highway 7 3-Lane Project Final Acceptance
9. Resolution No. 44-R-2016-2017 Approving Change Order #2 For The East 10th Street Project
10. Resolution No. 45-R-2016-2017 Approving Acceptance Of The East 10th Street Project
11. Ordinance No. 03-O-2016-2017 for the Division of Revenues under Iowa Code Section 403.19 for LMI No. 5 Urban Renewal Plan
12. Motion to Terminate Agreement with Simmering-Cory for Grant Administrative Services for the HUD National Disaster Resiliency Program
13. Motion to Approve Agreement with Simmering-Cory for Grant Administrative Services
14. Motion to Approve Agreement for Professional Services for the North Central Stormwater Improvements, Phase 2
15. Motion to Approve Agreement for Professional Services for the 1st and Mae Street Lining Project
16. Motion to Approve Agreement for Professional Services for the 10th and Ontario Stormwater Improvement Project
17. Motion to Approve Agreement for Professional Services for the Oates Street Stormwater Improvement Project
18. Motion to Approve Agreement for Professional Services for the Wastewater Treatment Facility Wetland
19. Motion to Approve Outdoor Season Pass Special

20. Motion Approving Engineering Contract for Installation of Subdrains and Pavement Repairs
21. Motion To Approve Iowa Department Of Transportation Agreement For Gated Railroad Crossings
22. Motion Approving EOR Scope Of Services Agreement
23. Resolution No. 46-R-2016-2017 Award Of Bid & Approval Of Contract For Housing Rehabilitation Project #2014-6
24. Resolution No. 47-R-2016-2017 Approving Change Order #1 To Housing Rehabilitation Project 2014-6
25. Resolution No. 48-R-2016-2017 Award Of Bid & Approval Of Contract For Housing Rehabilitation Project #2014-7
26. Resolution No. 49-R-2016-2017 Award Of Bid & Approval Of Contract For Housing Rehabilitation Project #2014-8
27. Resolution No. 50-R-2016-2017 Approving Change Order #1 To Housing Rehabilitation Project 2014-8
28. Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation
29. Possible Action Following Closed Session
30. Adjourn

Meeting Protocol

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.
3. Please keep your remarks to three (3) minutes or less.
4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

**If you have concerns about any of the items on the consent agenda, they may be separated from the consent agenda and voted on individually.*

***Ordinances may be read at three consecutive meetings or readings may be waived and ordinances may be passed at only one or two meetings.*



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Staff Summary

11/7/2016

Agenda Item # A.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

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REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, Deputy City Clerk

SUBJECT: Adopt Resolution No. 38-R-2016-2017 Approving the Consent Agenda

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe bills for approval
- Approve the October 17, 2016 City Council Minutes
- Approve liquor license renewal for Amvets Club, One Stop Liquor, and Lake Avenue Lounge
- Approve requests associated with the 2016 Miracle on Lake Avenue (See attached staff summary)
- Approve requests associated with the 2016 Ugly Sweater Walk/Run (See attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$1,038,037.71
- King's Pointe Bills - \$201,338.09
- Sunrise Pointe Golf Course Bills - \$3,354.94

The City will receive the following revenues:

- Liquor license renewal - \$1,790.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Resolution No. 38-R-2016-2017	Resolution
☐ List of Bills	List of Bills
☐ King's Pointe & Sunrise Golf Course List of Bills	List of Bills
☐ Minutes - October 17, 2016	Minutes
☐ Amvets Liquor Report	Backup Material
☐ One Stop Shop Liquor Report	Backup Material
☐ Lake Avenue Lounge Liquor Report	Backup Material

RESOLUTION NO. 38-R-2016-2017

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE,
IOWA:**

To approve the Consent Agenda which includes the list of bills, list of King's Pointe and Sunrise Pointe Golf Course bills and to prorate to the appropriate funds.

To further approve the minutes as presented to the Council for the regular City Council meeting October 17, 2016; and

To further approve liquor license renewal for Amvets Club, One Stop Liquor, and Lake Avenue Lounge; and

To further approve the 2016 Miracle on Lake Avenue events scheduled for Thursday, December 8, 2016 which include a noise variance between the hours of 5:00pm and 9:00pm in the Central Business District; a parade permit at 6:00pm for a downtown route approved by Public Safety with pre-parade staging to occur in the 600 and 700 block of Cayuga, permission for live Christmas trees to be placed on the sidewalks in the 500 and 600 blocks of Lake Avenue with access to the city electrical outlets, an Elf Run along the designated parade route prior to the parade, and temporary closing of the 200 block of East 5th Street immediately following the parade for the duration of the Tree Lighting Ceremony; and

To further approve the 2016 Ugly Sweater Walk/Run events scheduled for Saturday, November 26, 2016 starting at 9:00am, permission for the eastern northbound lane of Lake Avenue from Railroad Street to 5th Street to be coned off and closed with the first six (6) parking slots immediately south of the Citizen's Bank driveway on Lake Avenue from 7:00am until 12:00pm as part of the event route, and permission to provide hot chocolate and other non-alcoholic beverages to participants at the start/finish line downtown

PASSED AND APPROVED this 7th day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 10/18/16 To 11/07/16
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00553.10.2016 Aflac Pretax	88.59
AFLAC	PR Batch 00553.10.2016 Aflac After tax	56.44
AFLAC	PR Batch 00554.10.2016 Aflac Pretax	444.98
AFLAC	PR Batch 00554.10.2016 Aflac After tax	93.38
AFLAC	PR Batch 00551.11.2016 Aflac Pretax	88.59
AFLAC	PR Batch 00551.11.2016 Aflac After tax	56.44
BIDIT TOP	Refund Check	19.50
CASILLAS NIKI	Refund Check	120.22
City of Storm Lake	PR Batch 00551.11.2016 Dental insurance employee c	1.13
City of Storm Lake	PR Batch 00551.11.2016 Dental employee/spouse	16.17
City of Storm Lake	PR Batch 00551.11.2016 Dental insurance family	24.45
City of Storm Lake	PR Batch 00551.11.2016 125 Flexible Benefits	265.21
City of Storm Lake	PR Batch 00551.11.2016 Flex- Child Care	62.50
City of Storm Lake	PR Batch 00551.11.2016 Health Insurance Family	716.64
City of Storm Lake	PR Batch 00554.10.2016 Dental employee/child	6.00
City of Storm Lake	PR Batch 00554.10.2016 Dental insurance employee c	22.88
City of Storm Lake	PR Batch 00554.10.2016 Dental employee/spouse	12.78
City of Storm Lake	PR Batch 00554.10.2016 Dental insurance family	81.18
City of Storm Lake	PR Batch 00554.10.2016 125 Flexible Benefits	532.97
City of Storm Lake	PR Batch 00554.10.2016 Flex- Child Care	91.00
City of Storm Lake	PR Batch 00554.10.2016 Health Insurance Family	1,598.77
City of Storm Lake	PR Batch 00554.10.2016 Health Insurance Single	487.30
City of Storm Lake	PR Batch 00553.10.2016 Dental insurance employee c	1.13
City of Storm Lake	PR Batch 00553.10.2016 Dental employee/spouse	16.17
City of Storm Lake	PR Batch 00553.10.2016 Dental insurance family	24.45
City of Storm Lake	PR Batch 00553.10.2016 125 Flexible Benefits	265.21
City of Storm Lake	PR Batch 00553.10.2016 Flex- Child Care	62.50
City of Storm Lake	PR Batch 00553.10.2016 Health Insurance Family	716.64
CLARK JUSTIN	Refund Check	90.15
Collection Services Center	PR Batch 00551.11.2016 Child Support Payments to I	406.00
Collection Services Center	PR Batch 00553.10.2016 Child Support Payments to I	406.00
Collection Services Center	PR Batch 00554.10.2016 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00554.10.2016 Cancer Pre Tax Insurance	41.04
DELGADO NUNEZ PEDRO	Refund Check	129.14
EFTPS	PR Batch 00551.11.2016 Federal Income Tax	4,840.51
EFTPS	PR Batch 00551.11.2016 FICA Employee Portion	1,884.74
EFTPS	PR Batch 00551.11.2016 FICA Employer Portion	1,884.74
EFTPS	PR Batch 00551.11.2016 Medicare Employee Portion	549.50
EFTPS	PR Batch 00551.11.2016 Medicare Employer Portion	549.50
EFTPS	PR Batch 00554.10.2016 Federal Income Tax	10,288.97
EFTPS	PR Batch 00554.10.2016 FICA Employee Portion	3,410.87
EFTPS	PR Batch 00554.10.2016 FICA Employer Portion	3,410.87
EFTPS	PR Batch 00554.10.2016 Medicare Employee Portion	1,372.87
EFTPS	PR Batch 00554.10.2016 Medicare Employer Portion	1,372.87
EFTPS	PR Batch 00553.10.2016 Federal Income Tax	4,661.54
EFTPS	PR Batch 00553.10.2016 FICA Employee Portion	1,835.97
EFTPS	PR Batch 00553.10.2016 FICA Employer Portion	1,835.97
EFTPS	PR Batch 00553.10.2016 Medicare Employee Portion	538.11
EFTPS	PR Batch 00553.10.2016 Medicare Employer Portion	538.11
ICMA Retirement Trust 457	PR Batch 00553.10.2016 ICMA	675.00
ICMA Retirement Trust 457	PR Batch 00553.10.2016 ICMA City Paid	550.01
ICMA Retirement Trust 457	PR Batch 00553.10.2016 ICMA City paid for Police	451.85
ICMA Retirement Trust 457	PR Batch 00554.10.2016 ICMA	1,605.00
ICMA Retirement Trust 457	PR Batch 00551.11.2016 ICMA	675.00
ICMA Retirement Trust 457	PR Batch 00551.11.2016 ICMA City Paid	550.01
ICMA Retirement Trust 457	PR Batch 00551.11.2016 ICMA City paid for Police	451.85
Iowa Department of Revenue Administrative Wage L	PR Batch 00554.10.2016 State Garnishment	326.21

City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 10/18/16 To 11/07/16
User: tyler.gibbins

Iowa Public Employees	PR Batch 00554.10.2016 IPERS	3,395.92
Iowa Public Employees	PR Batch 00554.10.2016 IPERS City Share	5,096.62
Iowa Public Employees	PR Batch 00553.10.2016 IPERS	1,488.42
Iowa Public Employees	PR Batch 00553.10.2016 IPERS City Share	2,233.87
Iowa Public Employees	PR Batch 00551.11.2016 IPERS	1,525.62
Iowa Public Employees	PR Batch 00551.11.2016 IPERS City Share	2,289.68
ITT Hartford AMS RPVA	PR Batch 00551.11.2016 457 Hartford	125.00
ITT Hartford AMS RPVA	PR Batch 00553.10.2016 457 Hartford	125.00
ITT Hartford AMS RPVA	PR Batch 00554.10.2016 457 Hartford	350.00
JONES WESLEY	Refund Check	132.67
LAY OR KYAW	Refund Check	160.00
LOPEZ ZALDIVAR LARITZA	Refund Check	29.33
LOPEZ ZALDIVAR LARITZA	Refund Check	82.97
LOPEZ ZALDIVAR LARITZA	Refund Check	19.93
LOPEZ ZALDIVAR LARITZA	Refund Check	2.02
LOPEZ ZALDIVAR LARITZA	Refund Check	9.39
MALDONADO OLVERA MARLEN	Refund Check	21.45
MALDONADO OLVERA MARLEN	Refund Check	35.81
MALDONADO OLVERA MARLEN	Refund Check	10.17
MALDONADO OLVERA MARLEN	Refund Check	1.51
MALDONADO OLVERA MARLEN	Refund Check	4.78
Muni Fire/Police Retire	PR Batch 00551.11.2016 Muni Police/Fire Pension	568.15
Muni Fire/Police Retire	PR Batch 00551.11.2016 Muni Police/Fire Pension Ci	1,566.64
Muni Fire/Police Retire	PR Batch 00554.10.2016 Muni Police/Fire Pension	3,283.70
Muni Fire/Police Retire	PR Batch 00554.10.2016 Muni Police/Fire Pension Ci	9,054.63
Muni Fire/Police Retire	PR Batch 00553.10.2016 Muni Police/Fire Pension	657.45
Muni Fire/Police Retire	PR Batch 00553.10.2016 Muni Police/Fire Pension Ci	1,812.88
NEWELL KYLE	Refund Check	112.92
NGUYEN THIEN	Refund Check	74.44
NYAYE STEPHAN	Refund Check	131.87
PADILLA OR ALBERTO	Refund Check	91.22
SAIONZ SARAH	Refund Check	71.53
Teamsters Local Union 554	PR Batch 00554.10.2016 Union Dues	184.50
Treasurer State Of Iowa	PR Batch 00554.10.2016 State Income Tax	3,749.93
Treasurer State Of Iowa	PR Batch 00553.10.2016 State Income Tax	1,887.75
Treasurer State Of Iowa	PR Batch 00551.11.2016 State Income Tax	1,941.79
WOLCOTT KAYLA	Refund Check	63.38

UNAVAILABLE

Department Total = 93,920.56

Police Department

Alliant Energy	Gas Service Aug/Sept 2016	204.71
Baccam Katherina	Service & New Key	450.04
Buena Vista Regional Medical Center	ID Name Tag	5.00
Buena Vista Stationery & Print Inc	Office Supplies	14.39
Central Bank	Blood Clot Material	1,342.20
Central Iowa Distributing, Inc	Cleaning Supplies	579.46
City of Storm Lake	Health Ins Allocations Nov2016	23,897.92
Cole Chris J	Training- San Diego- Cole	335.14
Custodian of Petty Cash	SLPD Postage	3.59
Custodian of Petty Cash	SLPD Postage	12.80
Custodian of Petty Cash	SLPD Postage	14.30
Custodian of Petty Cash	SLPD Postage	8.62
Custodian of Petty Cash	SLPD Postage	12.80
Custodian of Petty Cash	SLPD Supplies	16.62
Edwards Storm Lake	Replace Mirror Cover	50.34
Edwards Storm Lake	Check Oil Light Repairs	93.94
Electronic Engineering	Chargers	880.00

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Erskine Todd	Return Prop- AFB- Erskine	25.00
Graham Tire	Tire Repair	23.00
Hartwell Chet	Sniper School- Sioux City- Hartwell	60.00
Hartwell Chet	Equipment for Sniper Rifle	156.18
Hy-Vee, Inc	Supplies	20.97
Iowa Law Enforcement Academy	Basic Academy Bravo & McDonald	13,050.00
Jack's Uniforms & Equipment	Holsters	1,202.33
Jack's Uniforms & Equipment	Baton	184.89
Jack's Uniforms & Equipment	Silver Name Plate	29.49
JNB Acquisition Corporation	Copier Maintenance Agreement	112.86
JNB Acquisition Corporation	Copier Maintenance Agreement	197.70
JNB Acquisition Corporation	Copier Maintenance Agreement	140.24
Mangold Environmental Testing	Shipping	15.08
Mangold Environmental Testing	Shipping	7.14
MidAmerican Energy Company	Electric Service Aug/Sept 2016	1,898.54
MS Door Service Ltd	August 2016 Pest Control	24.00
MS Door Service Ltd	September 2016 Pest Control	24.00
NW IA YES Center	Transporation Services	34.25
NW IA YES Center	Transporation Services	53.50
Paxton's Jewelry	9 Name Plate Engravings	64.00
Principal Life Ins Co	Insurance Premium Nov 2016	2,242.81
Prosser Mark	IACP Training- San Diego- Prosser	3,329.80
Rasmussen's	Condenser	629.66
Rasmussen's	Lock Repairs	410.08
Rebnord Technologies Inc	Memory Card	179.70
Star Energy, LLC	Fuel August 2016	2,757.40
Star Energy, LLC	Fuel September 2016	2,442.05
Storm Lake Ace Hardware Inc	Lights	55.96
Storm Lake Times The	FY2017 Subscription- PD	59.95
Treat America Co	Meal for Bravo & McDonald	2,936.94
UPS Store The	Shipping	5.65
Wal Mart #01-1526	Supplies	39.94
Wal Mart #01-1526	Supplies	9.00
Wal Mart #01-1526	Supplies	14.74

Police Department

Department Total = 60,358.72

Fire Department

Alliant Energy	Gas Service Aug/Sept 2016	24.48
Arnold Motor Supply, LLP	Relay P-7 Radio	13.78
Arnold Motor Supply, LLP	Batteries (2) P-25	208.96
Arnold Motor Supply, LLP	Batteries (2) Engine 72	349.88
Arnold Motor Supply, LLP	Supplies	2.49
Bomgaars Supply, Inc	Adhesive	3.59
Bomgaars Supply, Inc	Tools	7.98
Buena Vista Stationery & Print Inc	Supplies	3.17
City of Storm Lake	Health Ins Allocations Nov2016	2,193.42
Electronic Engineering	Radio Repairs	139.95
Feld Equipment Company, Inc Ed M	Gloves & Hood	299.70
Heiman Inc	Bunker Gear- Ramos	1,598.78
KSL Convenience LLC	Supplies	57.27
MES Inc	Cord & Tube	193.79
MS Door Service Ltd	August 2016 Pest Control	18.00
Principal Life Ins Co	Insurance Premium Nov 2016	181.67
Star Energy, LLC	Fuel September 2016	33.92
Star Energy, LLC	Fuel August 2016	123.54

Fire Department

Department Total = 5,454.37

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Building Official

City of Storm Lake	Health Ins Allocations Nov2016	2,168.17
Havens & Havens	October 2016 Legal Services	894.07
International Association of Electrical Inspectors	2017 NEC Code Book	23.00
Iowa Assoc of Bldg Officials	FY2017 Membership- Olesen	50.00
Principal Life Ins Co	Insurance Premium Nov 2016	138.59
Rasmussen's	Heater Repairs	392.67
Star Energy, LLC	Fuel August 2016	75.04
Star Energy, LLC	Fuel September 2016	101.43
Storm Lake Ace Hardware Inc	Safety Glasses	13.99

Building Official

Department Total = 3,856.96

Law Enforcement

Sodexo	Coffee with a Cop	306.32
Zone Home Entertainment LLP	Move Recording Station of Interview Rooms	1,869.65
Zone Home Entertainment LLP	New Monitors for Interview Rooms	2,426.50

Law Enforcement

Department Total = 4,602.47

Roadway Maintenance

Alliant Energy	Gas Service Aug/Sept 2016	18.57
Arnold Motor Supply, LLP	Oil Filter	79.44
Arnold Motor Supply, LLP	Battery	66.84
Arnold Motor Supply, LLP	Battery	107.60
Arnold Motor Supply, LLP	Oil	40.37
Arnold Motor Supply, LLP	Ratchet Straps	23.99
Arnold Motor Supply, LLP	Key	9.99
Arnold Motor Supply, LLP	Spot Light	2.99
Arnold Motor Supply, LLP	Blades	9.98
Arnold Motor Supply, LLP	Supplies	56.58
Arnold Motor Supply, LLP	Supplies #22	6.72
Arnold Motor Supply, LLP	Supplies Returned	-44.89
Arnold Motor Supply, LLP	Battery	92.43
Arnold Motor Supply, LLP	Duct Tape	14.58
Blacktop Service Company Inc	Pay Estimate #7 of Highway 7 Widening (Final & Ret	38,861.27
Buena Vista Stationery & Print Inc	Office Supplies	59.73
Buena Vista Stationery & Print Inc	Office Supplies	27.22
Central Iowa Distributing, Inc	Cleaning Supplies	130.00
Cintas First Aid & Safety	First Aid Supplies	34.68
City of Storm Lake	Health Ins Allocations Nov2016	6,799.17
City of Storm Lake	Thermostat Housing Repairs #8	111.26
Color-ize Inc	Banquet Programs	33.25
Custodian of Petty Cash	Postage	3.59
Custodian of Petty Cash	Postage	1.89
Deere Credit Inc	Blade	138.07
Fastenal Company	Batteries, Gloves, & Supplies	57.92
Fastenal Company	Supplies	2.38
Fastenal Company	Supplies	10.98
Ferguson Enterprises Inc	Supplies	190.21
Graffix, Inc	Hoodies (2)	60.00
Iowa Dept of Transportation	Galv. Posts	949.20
King's Pointe Resort	Employee Recognition Dinner 2016	676.43
MidAmerican Energy Company	Electric Service Aug/Sept 2016	435.57
Principal Life Ins Co	Insurance Premium Nov 2016	465.07

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Recycle Center Harold Rowley	Recycling Services- Blacktop Services	30.00
Recycle Center Harold Rowley	Recycling Services- Blacktop Services	30.00
Recycle Center Harold Rowley	Recycling Services- Blacktop Services	30.00
Silverstone Group	GASB Services FY2016	325.00
Smith Concrete Service Inc	Pay Estimate #6 of E 10th Street Reconstruction (Reta	6,900.00
Star Energy, LLC	Fuel September 2016	1,951.16
Star Energy, LLC	Fuel August 2016	1,623.64
Storm Lake Ace Hardware Inc	Staples & Supplies	10.47
Storm Lake Ace Hardware Inc	Utility Knife	16.97
Storm Lake Hydraulics Co Inc	Plugs	9.38
Storm Lake Hydraulics Co Inc	Motor Seal Kit & Repairs	204.96
Storm Lake Times The	October 2016 Publications	6.20
Wal Mart #01-1526	Supplies	59.89

Roadway Maintenance

Department Total = 60,730.75

Street Lighting

MidAmerican Energy Company	Electric Service Aug/Sept 2016	12,805.08
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Street Lighting

Department Total = 12,805.08

Signs & Signals

General Traffic Controls Inc	Service Call- Flindt & Lakeshore	575.80
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Signs & Signals

Department Total = 575.80

Snow Removal

City of Storm Lake	Hyd Fittings #16	36.20
City of Storm Lake	Health Ins Allocations Nov2016	2,228.08
City of Storm Lake	Repaired Fuel Tank #13	100.13
IState Truck, Inc	Clamps & Exhaust Pipe	151.07
Principal Life Ins Co	Insurance Premium Nov 2016	138.13
Storm Lake Hydraulics Co Inc	Service Call Belt Replacement	412.58
Storm Lake Hydraulics Co Inc	Snow Plow Hyd Hose & Ends #63	35.89
Storm Lake Hydraulics Co Inc	Reseal Hyd Cyl	154.18

Snow Removal

Department Total = 3,256.26

Airport

Bart's Flying Service	October 2016 Airport Contract	5,063.04
Century Link	October 2016 Phone Service	155.72
Control System Specialists, LLC	Shop Furnace Repairs	739.22
Culligan	Water Service	63.23
Eastern Aviation Fuels, Inc	Jet A Fuel	15,427.44
Iowa Lakes Regional Water	October 2016 Water Service	56.87
MidAmerican Energy Company	Electric Service Aug/Sept 2016	678.38
MS Door Service Ltd	September 2016 Pest Control	45.00
Storm Lake Ace Hardware Inc	Entry Lever	49.99

Airport

Department Total = 22,278.89

Library

Alliant Energy	Gas Service Aug/Sept 2016	20.04
Baker & Taylor, Inc	Books	114.06

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Baker & Taylor, Inc	Books	50.21
Brodart Co	Books	12.08
Brodart Co	Books	17.86
Brodart Co	Books	42.16
Brodart Co	Books	194.72
Brodart Co	Books	50.20
Brodart Co	Books	24.96
Buena Vista Stationery & Print Inc	Shelves Returned	-7.00
Buena Vista Stationery & Print Inc	Mats	40.00
Buena Vista Stationery & Print Inc	Shelves	14.18
Buena Vista Stationery & Print Inc	Supplies	222.47
Central Iowa Distributing, Inc	Cleaning Supplies	260.90
City of Storm Lake	Health Ins Allocations Nov2016	5,668.83
Control System Specialists, LLC	Air Conditioner Repairs	522.50
Custodian of Petty Cash Kim Mehlenbacher	September 2016 Postage	182.46
Demco, Inc	Bookmarks, Covers, Tape, & Supplies	936.68
Fastenal Company	Supplies	2.00
Freese Ruth	Homebound Delivery- September 2016	13.50
H & S Roofing Co Inc	Roof Repairs	285.00
Houchen Bindery Ltd	Book Binder	96.80
Hy-Vee, Inc	Supplies	13.12
Ingram Library Services, Inc	Books	12.18
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	37.04
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	32.44
Ingram Library Services, Inc	Books	17.37
Ingram Library Services, Inc	Books	15.04
Ingram Library Services, Inc	Books	11.44
Ingram Library Services, Inc	Books	15.63
Ingram Library Services, Inc	Books	33.57
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	9.17
Ingram Library Services, Inc	Books	11.01
Ingram Library Services, Inc	Books	10.46
Ingram Library Services, Inc	Books	11.48
Ingram Library Services, Inc	Books	10.46
Ingram Library Services, Inc	Books	12.19
Inquirehire	Background Checks	23.50
Iowa Office Supply Inc	Paper	36.90
JNB Acquisition Corporation	Copier Maintenance Agreement	10.84
JNB Acquisition Corporation	Copier Maintenance Agreement	17.95
JNB Acquisition Corporation	Copier Maintenance Agreement	86.95
Mehlenbacher Kim	Annual Library Assoc Conf- Dubuque- Mehlenbacher	322.92
MidAmerican Energy Company	Electric Service Aug/Sept 2016	1,196.31
Midwest Tape LLC	DVDs	49.99
Midwest Tape LLC	DVDs	11.98
Midwest Tape LLC	DVDs	51.95
Midwest Tape LLC	DVDs	29.99
Miller Melissa	Annual Library Assoc Conf- Dubuque- Miller	54.00
Principal Life Ins Co	Insurance Premium Nov 2016	195.41
Recorded Books LLC	CDs	71.99
Storm Lake Ace Hardware Inc	Key for Flag Pole	4.77
Storm Lake Ace Hardware Inc	Plunger	6.99
Swift Air, Inc.	Air Conditioner Repairs	4,604.42

Library	Department Total =	15,876.31
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Parks Department

A & A Automotive	New Tires	336.95
Alliant Energy	Gas Service Aug/Sept 2016	26.89
Arnold Motor Supply, LLP	Belt	31.56
Arnold Motor Supply, LLP	Oil Filters	14.13
Arnold Motor Supply, LLP	Oil Filters	11.03
Arnold Motor Supply, LLP	Supplies	21.98
Arnold Motor Supply, LLP	Battery	94.14
Bomgaars Supply, Inc	Lights	15.18
Bomgaars Supply, Inc	Trap	5.39
Builders Sharpening & Service	Glass for a Door	109.09
Central Iowa Distributing, Inc	Pet Waste Bags	382.80
City of Storm Lake	Serviced #30	67.85
City of Storm Lake	Health Ins Allocations Nov2016	2,176.00
CNH Industrial America LLC	October 2016 Late Fee	7.83
Deere Credit Inc	Knob	13.43
Emmons & Olivier Resources Inc	Construction Plan for Rain Gardens through 9/30/2016	3,242.70
Fastenal Company	Safety Glasses	20.19
Graham Tire	Tire Repair	32.95
Graham Tire	Tire Repair	14.00
Graham Tire	Tire Repair	19.00
Graham Tire	Tire Repair	17.00
Graham Tire	New Tire	116.81
Graham Tire	Tire Repairs	33.10
MidAmerican Energy Company	Electric Service Aug/Sept 2016	429.11
Petersen Manufacturing	Plaque	18.78
Principal Life Ins Co	Insurance Premium Nov 2016	197.52
Star Energy, LLC	Fuel August 2016	2,667.05
Star Energy, LLC	Fuel September 2016	2,267.83
Storm Lake Ace Hardware Inc	Clamp & Hose	7.98

Parks Department

Department Total = 12,398.27

Golf Course

A & A Automotive	Tire Repairs	22.95
Arnold Motor Supply, LLP	Back up Lights	21.67
Bomgaars Supply, Inc	Posts	351.12
Bomgaars Supply, Inc	Mower Wheels	32.51
Bomgaars Supply, Inc	Batteries & Sealant	11.78
Bomgaars Supply, Inc	Bait	4.72
City of Storm Lake	Health Ins Allocations Nov2016	620.50
CNH Industrial America LLC	Shortblock Spacer	233.40
Joyce's Greenery	2016 Tree Grant- Planting	7,394.00
MidAmerican Energy Company	Electric Service Aug/Sept 2016	217.76
Principal Life Ins Co	Insurance Premium Nov 2016	72.13
Star Energy, LLC	Fuel August 2016	29.52
Star Energy, LLC	Fuel September 2016	64.48

Golf Course

Department Total = 9,076.54

Campgrounds

Bomgaars Supply, Inc	Bucket & Odor Remover	29.97
Buena Vista Stationery & Print Inc	Envelopes	38.26
City of Storm Lake	Health Ins Allocations Nov2016	206.92
Inquirehire	Background Checks	87.00

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MidAmerican Energy Company	Electric Service Aug/Sept 2016	1,864.49
Principal Life Ins Co	Insurance Premium Nov 2016	24.04
Reding Gravel & Excavating Co., Inc	Rock	602.03
Storm Lake Ace Hardware Inc	Paintbrushes & Supplies	142.97

Campgrounds	Department Total =	2,995.68
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UNAVAILABLE

MidAmerican Energy Company	Electric Service Aug/Sept 2016	1,003.95
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UNAVAILABLE	Department Total =	1,003.95
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Shelter House

Alliant Energy	Gas Service Aug/Sept 2016	17.43
Arnold Motor Supply, LLP	Restroom Supplies	20.94
MidAmerican Energy Company	Electric Service Aug/Sept 2016	159.26
MS Door Service Ltd	August 2016 Pest Control	18.00

Shelter House	Department Total =	215.63
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UNAVAILABLE

Carroll Construction Supply	Sealant for KP Entry Way	405.00
Storm Lake Times The	October 2016 Publications	27.60
Storm Lake Times The	October 2016 Publications	24.40

UNAVAILABLE	Department Total =	457.00
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Dohrman Trust

Century Business Products,Inc	Copier Maintenance Agreement (Partial)	15.00
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Dohrman Trust	Department Total =	15.00
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Economic Develop

Havens & Havens	October 2016 Legal Services	601.25
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Economic Develop	Department Total =	601.25
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SLADC

Storm Lake United	Installment #2 of FY2017 Agreement	13,833.34
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SLADC	Department Total =	13,833.34
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TIF

Bomgaars Supply, Inc	Hose & Extension Cords	216.95
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TIF	Department Total =	216.95
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Storm Lake Sub-Division #5

Ahlers & Cooney, P.C.	3rd Addition URA Services	135.00
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Storm Lake Sub-Division #5	Department Total =	135.00
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UNAVAILABLE

Ahlers & Cooney, P.C.	South School URA Services	2,357.67
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UNAVAILABLE	Department Total =	2,357.67
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UNAVAILABLE

Havens & Havens	October 2016 Legal Services	15.37
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UNAVAILABLE	Department Total =	15.37
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Dredging

City of Storm Lake	Health Ins Allocations Nov2016	158.42
Principal Life Ins Co	Insurance Premium Nov 2016	20.48

Dredging	Department Total =	178.90
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Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations Nov2016	22.82
Principal Life Ins Co	Insurance Premium Nov 2016	50.14

Mayor, Council, Manager	Department Total =	72.96
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Policy & Administration

City of Storm Lake	Health Ins Allocations Nov2016	1,582.25
Principal Life Ins Co	Insurance Premium Nov 2016	113.86

Policy & Administration	Department Total =	1,696.11
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Legal Services

Ahlers & Cooney, P.C.	Labor Services through 10/19/2016	1,083.00
Havens & Havens	October 2016 Legal Services	1,344.12

Legal Services	Department Total =	2,427.12
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City Hall Building

Alliant Energy	Gas Service Aug/Sept 2016	32.78
Bomgaars Supply, Inc	Nails & Caulk	5.48
Central Iowa Distributing, Inc	Cleaning Supplies	282.25
Julius Dennis R.	September 2016 Entrance Mats	29.40
MidAmerican Energy Company	Electric Service Aug/Sept 2016	1,052.56
MS Door Service Ltd	September 2016 Pest Control	23.00
Schumacher Elevator Company	Elevator Maintenance	189.01
Stanton Electric, Inc	Elevator Light Repairs	89.14
Steve's Window Svc	10/24/2016 Window Cleaning Services	37.00

City Hall Building	Department Total =	1,740.62
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Tort Liability

Stille Pierce & Pertzborn	Adding Property (Lift Station)	163.00
Stille Pierce & Pertzborn	Lift Station Amendment	517.00

Stille Pierce & Pertzborn	FY2016 KP GL Audit	23,078.50
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Tort Liability	Department Total =	23,758.50
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Other Policy & Administration

Buena Vista Stationery & Print Inc	Office Supplies	16.60
Buena Vista Stationery & Print Inc	Office Supplies	6.59
Buena Vista Stationery & Print Inc	Office Supplies	4.51
Central Bank	Iowa League of Cities Conference- Room- Kruse	128.22
Central Bank	Meeting Expense- Patrick	47.28
Central Bank	Meeting Expense- Patrick	34.68
Central Bank	Non-Payment Fee	15.00
Central Bank	Interest Fee	19.00
Central Bank	Meeting Expense- Hotel Managment Firm	96.17
Central Bank	ICMA Conference- Room- Patrick	301.96
Central Bank	Iowa League of Cities Conference- Room- Patrick	128.22
Color-ize Inc	Banquet Programs	33.25
Color-ize Inc	November Tidbits	41.65
Custodian of Petty Cash	Postage	22.95
Custodian of Petty Cash	Supplies	2.09
Custodian of Petty Cash	Supplies	9.17
Frame 'n Art Shoppe	ERD Award	45.00
Gibbins Tyler	2016 Fall IMFOA Conference- Des Moines- Gibbins	67.03
Hunzelman Putzier Company	Professional Services through 9/30/2016	4,569.50
ICMA	FY2017 Membership- Navratil- Member #521044	245.34
Iowa Office Supply Inc	Office Supplies	24.88
JNB Acquisition Corporation	Copier Maintenance Agreement	23.67
King's Pointe Resort	Employee Recognition Dinner 2016	676.42
NPELRA	FY2017 Membership Dues- Hill	71.67
NW IA League of Cities	FY2017 Membership Dues	75.00
NW IA League of Cities	October 20, 2016 Meeting Attendance	30.00
Patrick James H	Miles- Sibley & Sac City- Patrick	110.70
Patrick James H	Miles- Spencer & Ida Grove- Patrick	128.52
Pitney Bowes Inc.	Meter Rental Fee through 10/29/2016	100.00
Qualified Presort Service, LLC	October 2016 City Tidbits	409.07
Silverstone Group	GASB Services FY2016	325.00
Slavin Management Consultants	Finance Manager Search (3 of 4)	4,979.37
Slavin Management Consultants	Finance Manager Search (4 of 4)	1,924.95
Springbrook Natl User Group	FY2017 Membership Renewal	35.00
Storm Lake Times The	October 2016 Publications	32.00
Storm Lake Times The	October 2016 Publications	19.60
Storm Lake Times The	October 2016 Publications	49.60
Storm Lake Times The	October 2016 Publications	54.80
Storm Lake Times The	October 2016 Publications	78.00
Storm Lake Times The	October 2016 Publications	78.20
Storm Lake Times The	October 2016 Publications	52.40
Storm Lake Times The	October 2016 Publications	40.40
Unity Point Clinic	Physical- Hamer- 9/15/2016	-48.34
Wal Mart #01-1526	Supplies	86.24

Other Policy & Administration	Department Total =	15,191.36
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Water Administration

Accela, Inc #774375	Additional Web Payments from 9/30/2016	2.00
Accela, Inc #774375	Web Payments from 7/31/2016	147.25
Accela, Inc #774375	March 2016 IVR Payments	4.00
Buena Vista Stationery & Print Inc	Office Supplies	4.51

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Buena Vista Stationery & Print Inc	Office Supplies	6.59
Buena Vista Stationery & Print Inc	Office Supplies	16.59
Central Bank	Iowa League of Cities Conference- Room- Kruse	128.21
Central Bank	Iowa League of Cities Conference- Room- Patrick	128.21
Central Bank	ICMA Conference- Room- Patrick	301.97
City of Storm Lake	Health Ins Allocations Nov2016	3,090.49
Color-ize Inc	Banquet Programs	33.25
Gibbins Tyler	2016 Fall IMFOA Conference- Des Moines- Gibbins	67.03
ICMA	FY2017 Membership- Navratil- Member #521044	245.33
Iowa Office Supply Inc	Office Supplies	24.88
JNB Acquisition Corporation	Copier Maintenance Agreement	23.66
King's Pointe Resort	Employee Recognition Dinner 2016	676.43
NPELRA	FY2017 Membership Dues- Hill	71.66
Pitney Bowes Inc.	Meter Rental Fee through 10/29/2016	100.00
Principal Life Ins Co	Insurance Premium Nov 2016	232.13
Qualified Presort Service, LLC	Past Due Notices	63.44
Qualified Presort Service, LLC	ACH Final Bills	3.83
Qualified Presort Service, LLC	Final Bills	6.93
Qualified Presort Service, LLC	ACH Statements	90.28
Qualified Presort Service, LLC	Monthly Statements	384.76
Silverstone Group	GASB Services FY2016	325.00
Springbrook Natl User Group	FY2017 Membership Renewal	35.00
Unity Point Clinic	Physical- Hamer- 9/15/2016	-48.33
Unity Point Clinic	Physical- Cashman- 9/21/2016	84.33

Water Administration

Department Total = 6,249.43

Water Plant

Alliant Energy	Gas Service Aug/Sept 2016	232.76
Blue Tarp Financial	Sample Pump	214.33
City of Storm Lake	Health Ins Allocations Nov2016	5,646.58
Control System Specialists, LLC	Boiler Repairs	95.00
Davis Mike	IRWA Conference- Dubuque- Davis	343.16
Emmons & Olivier Resources Inc	Construction Admin through 9/30/2016	1,113.10
Fastenal Company	Grease & Supplies	238.34
Gurney & Associates Inc Bert	Altitude Valve	9,934.00
Hawkins, Inc	Pump	1,817.66
Hawkins, Inc	Rollers	102.17
Hawkins, Inc	Pump	1,817.66
Hawkins, Inc	Pump	1,789.12
Hawkins, Inc	Pump Returned	-1,817.66
Hawkins, Inc	Chemicals	2,114.45
Hawkins, Inc	Chemicals	705.88
Hawkins, Inc	Hypo	4,485.99
Hupp Electric Motors	Hoist Trolley	6,050.40
Iowa Workforce Development	Annual Elevator Inspection- Permit #10902	175.00
JNB Acquisition Corporation	Copier Maintenance Agreement	65.59
MidAmerican Energy Company	Electric Service Aug/Sept 2016	23,796.01
Midwest Fence & Gate Company	South Gate Replacement	14,080.36
Mike's Electronics Inc	Service Call Sludge Pump- Less Tax	70.00
Mike's Electronics Inc	Service Call Well 14- Less Tax	70.00
Mike's Electronics Inc	Service Call Light Pole- Less Tax	95.00
Mike's Electronics Inc	Service Call Fill Rate Pump- Less Tax	70.00
Mississippi Lime Company	Lime	4,417.50
Mississippi Lime Company	Lime	4,837.40
Mississippi Lime Company	Lime	4,632.20
Mississippi Lime Company	Lime	4,560.00
NCL of Wisconsin Inc	Fluoride Probe	704.42

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Prairie Meadows Racetrack & Casino	Conference- Room- Stewart	250.88
PraxAir inc	Carbon Dioxide	1,024.16
Principal Life Ins Co	Insurance Premium Nov 2016	433.54
ProElect/Professional Electronics	Door Upgrades	1,288.00
ProElect/Professional Electronics	Service Call for Phones	237.00
Rent-All	Lift Rental	135.00
Star Energy, LLC	Fuel September 2016	117.78
Star Energy, LLC	Fuel August 2016	130.29
Storm Lake Ace Hardware Inc	Supplies	5.93
Storm Lake Ace Hardware Inc	Supplies	74.47
Storm Lake Ace Hardware Inc	Caulk & Batteries	87.95
Storm Lake Ace Hardware Inc	Cloth & Clamps	17.97
Storm Lake Ace Hardware Inc	Gate Openers	199.95
Storm Lake Ace Hardware Inc	Office Supplies	119.99
Wal Mart #01-1526	Supplies	29.82

Water Plant **Department Total =** 96,609.15

Water Distribution

Alliant Energy	Gas Service Aug/Sept 2016	32.04
Arnold Motor Supply, LLP	Easement for Flindt Drive Water Line	1.00
Bomgaars Supply, Inc	Hitch Supplies	26.56
Bomgaars Supply, Inc	Spray Paint & Tools	31.82
City of Storm Lake	Health Ins Allocations Nov2016	1,557.00
Fastenal Company	Gloves	47.74
Ferguson Enterprises Inc	Plug & Brush	55.83
Havens & Havens	October 2016 Legal Services	61.66
Hondo's Sales & Service	Plug, Supplies, Gasket	133.00
Iowa Dept of Natural Resources	2016 Water Main Construction Permit	100.00
Lange Todd	Easement for Flindt Drive Water Line	1.00
MidAmerican Energy Company	Electric Service Aug/Sept 2016	65.98
Principal Life Ins Co	Insurance Premium Nov 2016	143.32
Rebnord Technologies Inc	Service Call- Fiber Line at WTP	1,305.70
Reding Gravel & Excavating Co., Inc	Rock	841.12
Rust's Western Shed	Muck Boots- Marshall- Less Tax	147.45
Stanton Electric, Inc	Fiber Repairs	196.85
Star Energy, LLC	Fuel August 2016	377.16
Star Energy, LLC	Fuel September 2016	217.02
Storm Lake Comm Schools	Utility Incentive Lot 5- 706 Barton Street	500.00
Underground Location Company	Locates	62.35
Utility Equipment Co	Distribution Equipment	2,801.00
Utility Equipment Co	Distribution Equipment	7,521.65
Utility Equipment Co	Nut	85.38
Utility Equipment Co	Supplies	130.54
Wal Mart #01-1526	Supplies	164.94
Westrum Inc. Troy	2016 Leak Detection Survey	3,000.00

Water Distribution **Department Total =** 19,608.11

Water Meters

Arnold Motor Supply, LLP	Filter & Brush	34.27
City of Storm Lake	Health Ins Allocations Nov2016	1,239.92
Fastenal Company	Gloves & Safety Glasses	39.25
Principal Life Ins Co	Insurance Premium Nov 2016	12.87
Rust's Western Shed	Muck Boots- Meter Reader	119.95
Star Energy, LLC	Fuel September 2016	157.56
Star Energy, LLC	Fuel August 2016	90.12

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Unity Point Clinic	Physical- Hamer- 9/15/2016	216.00
Wal Mart #01-1526	Tires for Meter Reader Truck	232.00

Water Meters

Department Total = 2,141.94

Wastewater Administration

Accela, Inc #774375	March 2016 IVR Payments	4.00
Accela, Inc #774375	Web Payments from 7/31/2016	147.25
Buena Vista Stationery & Print Inc	Office Supplies	6.59
Buena Vista Stationery & Print Inc	Office Supplies	16.59
Buena Vista Stationery & Print Inc	Office Supplies	4.51
Central Bank	ICMA Conference- Room- Patrick	301.97
City of Storm Lake	Health Ins Allocations Nov2016	3,080.00
Color-ize Inc	Banquet Programs	33.25
Gibbins Tyler	2016 Fall IMFOA Conference- Des Moines- Gibbins	67.02
ICMA	FY2017 Membership- Navratil- Member #521044	245.33
Iowa Office Supply Inc	Office Supplies	24.87
JNB Acquisition Corporation	Copier Maintenance Agreement	23.67
King's Pointe Resort	Employee Recognition Dinner 2016	676.43
NPELRA	FY2017 Membership Dues- Hill	71.67
Pitney Bowes Inc.	Meter Rental Fee through 10/29/2016	100.00
Principal Life Ins Co	Insurance Premium Nov 2016	232.07
Qualified Presort Service, LLC	Past Due Notices	63.44
Qualified Presort Service, LLC	ACH Statements	90.28
Qualified Presort Service, LLC	Final Bills	6.93
Qualified Presort Service, LLC	Monthly Statements	384.76
Silverstone Group	GASB Services FY2016	325.00
Springbrook Natl User Group	FY2017 Membership Renewal	35.00
Unity Point Clinic	Physical- Hamer- 9/15/2016	-48.33

Wastewater Administration

Department Total = 5,892.30

Wastewater Treatment Plant

Alliant Energy	Gas Service Aug/Sept 2016	105.89
Bomgaars Supply, Inc	Hose, Lights, & Supplies	106.94
Bomgaars Supply, Inc	Gloves & Door Remotes	112.96
Bomgaars Supply, Inc	Rope	14.49
Bomgaars Supply, Inc	Gloves, Scraper & Fork	54.96
Central Bank	Iowa League of Cities Conference- Room- Patrick	128.21
Central Bank	Iowa League of Cities Conference- Room- Kruse	128.21
Central Iowa Distributing, Inc	Cleaning Supplies	165.15
Century Link	October 2016 Phone Service	231.15
City of Storm Lake	Health Ins Allocations Nov2016	5,207.08
Crescent Electric Supply Co	Lights	78.83
Crescent Electric Supply Co	Supplies	16.78
Ferguson Enterprises Inc	PVC & Supplies	238.55
Foundation Analytical Laboratory Inc	Testing Services	934.10
Foundation Analytical Laboratory Inc	Testing Services	344.00
Grainger Inc W.W.	Hip Boots- Kane	187.25
H-O-H Water Technology, Inc	Chemicals	3,743.20
Inquirehire	Background Checks	73.50
JNB Acquisition Corporation	Copier Maintenance Agreement	38.59
MidAmerican Energy Company	Electric Service Aug/Sept 2016	14,697.61
Midwest Fence & Gate Company	Gate Installation	18,177.63
Mike's Electronics Inc	Service Call Lift Pump- Less Tax	71.05
Mike's Electronics Inc	Service Call- Less Tax	97.50
NCL of Wisconsin Inc	Lab Supplies	156.14

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NCL of Wisconsin Inc	Lab Supplies	86.12
NCL of Wisconsin Inc	Lab Supplies	56.26
Principal Life Ins Co	Insurance Premium Nov 2016	294.11
ProBuild	Sand for Grit Unit	49.30
Ramos Daniel	Training- Coralville- Ramos	30.12
Ramos Daniel	WWTP Books for Class- Ramos	100.00
Recycle Center Harold Rowley	Recycling Services	38.48
Recycle Center Harold Rowley	Recycling Services	19.24
Recycle Center Harold Rowley	Recycling Services	41.60
Recycle Center Harold Rowley	Recycling Services	38.48
Recycle Center Harold Rowley	Recycling Services	119.90
Recycle Center Harold Rowley	Recycling Services	38.48
Recycle Center Harold Rowley	Recycling Services Late Fee	5.08
Recycle Center Harold Rowley	Recycling Services Late Fee	5.00
Recycle Center Harold Rowley	Recycling Services Late Fee	5.00
Recycle Center Harold Rowley	Recycling Services	28.60
Recycle Center Harold Rowley	Recycling Services	24.96
Recycle Center Harold Rowley	Recycling Services	34.32
Recycle Center Harold Rowley	Recycling Services	45.24
Specter Instruments, Inc	FY2017 Annual Renewal	495.00
Star Energy, LLC	Fuel August 2016	385.15
Star Energy, LLC	Fuel September 2016	331.10
Storm Lake Ace Hardware Inc	Lights	449.97
Storm Lake Hydraulics Co Inc	Clamps for Transfer Pump	177.87
Storm Lake Hydraulics Co Inc	Plug for the Brown Bear	6.74
Storm Lake Times The	October 2016 Publications	69.50
Storm Lake Times The	October 2016 Publications	55.60
Unity Point Clinic	Physical- Cashman- 9/21/2016	84.33

Wastewater Treatment Plant

Department Total = 48,225.32

Wastewater Collection

City of Storm Lake	Health Ins Allocations Nov2016	1,557.00
Principal Life Ins Co	Insurance Premium Nov 2016	143.32
Star Energy, LLC	Fuel September 2016	111.80
Star Energy, LLC	Fuel August 2016	194.29
Storm Lake Comm Schools	Utility Incentive Lot 5- 706 Barton Street	500.00
Underground Location Company	Locates	62.35

Wastewater Collection

Department Total = 2,568.76

Landfill

Accela, Inc #774375	Web Payments from 7/31/2016	147.25
Accela, Inc #774375	March 2016 IVR Payments	4.00
City of Storm Lake	Health Ins Allocations Nov2016	516.58
JNB Acquisition Corporation	Copier Maintenance Agreement	23.66
Principal Life Ins Co	Insurance Premium Nov 2016	36.22
Qualified Presort Service, LLC	ACH Statements	90.28
Qualified Presort Service, LLC	Final Bills	6.92
Qualified Presort Service, LLC	Past Due Notices	63.44
Qualified Presort Service, LLC	Monthly Statements	384.77
Silverstone Group	GASB Services FY2016	325.00
Springbrook Natl User Group	FY2017 Membership Renewal	35.00

Landfill

Department Total = 1,633.12

Storm Water Administration

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Accela, Inc #774375	Web Payments from 7/31/2016	147.25
Accela, Inc #774375	March 2016 IVR Payments	4.00
City of Storm Lake	Health Ins Allocations Nov2016	980.17
Color-ize Inc	Banquet Programs	33.25
Custodian of Petty Cash	Supplies	6.80
JNB Acquisition Corporation	Copier Maintenance Agreement	23.66
King's Pointe Resort	Employee Recognition Dinner 2016	676.42
Principal Life Ins Co	Insurance Premium Nov 2016	44.87
Qualified Presort Service, LLC	Past Due Notices	63.44
Qualified Presort Service, LLC	ACH Statements	90.28
Qualified Presort Service, LLC	Final Bills	6.93
Qualified Presort Service, LLC	Monthly Statements	384.77
Silverstone Group	GASB Services FY2016	325.00
Springbrook Natl User Group	FY2017 Membership Renewal	35.00
Unity Point Clinic	Physical- Cashman- 9/21/2016	84.34

Storm Water Administration

Department Total = 2,906.18

Storm Water Collection

Arnold Motor Supply, LLP	Gloves	11.49
Bolton & Menk, Inc	Construction Services through 3/24/2016	297.50
Bolton & Menk, Inc	Construction Services through 4/25/2016	4,345.50
Bolton & Menk, Inc	Construction Services through 6/6/2016	6,738.00
Bolton & Menk, Inc	Construction Services through 7/5/2016	3,573.50
Bolton & Menk, Inc	Construction Services through 8/2/2016	3,622.00
Bolton & Menk, Inc	Services after Contractor Completion through 8/2/2016	2,267.50
Bolton & Menk, Inc	Services after Contractor Completion through 9/1/2016	2,231.50
Bolton & Menk, Inc	Construction Services through 9/30/2016	5,457.50
Bolton & Menk, Inc	Construction Services through 9/1/2016	6,909.00
Bolton & Menk, Inc	Construction Services through 8/2/2016	5,473.50
Bomgaars Supply, Inc	Snap Tee	23.98
City of Storm Lake	Health Ins Allocations Nov2016	623.75
H & W Contracting LLC	Pay Request #12 of NCSW (Final)	116,826.13
Hulstein Excavating Inc	Pay Estimate #6 of Erie Street SW Improvements	277,740.92
Principal Life Ins Co	Insurance Premium Nov 2016	37.48
Reding Gravel & Excavating Co., Inc	Rock	175.72
Storm Lake Ace Hardware Inc	Grates	37.96

Storm Water Collection

Department Total = 436,392.93

Street Cleaning

City of Storm Lake	Health Ins Allocations Nov2016	517.17
Star Energy, LLC	Fuel August 2016	67.27

Street Cleaning

Department Total = 584.44

Insurance

Auxiant - Claims Account	10/17/2016 Claims	5,713.90
Auxiant - Claims Account	10/24/2016 Claims	6,691.57
Auxiant - Claims Account	10/31/2016 Claims	6,630.30
Auxiant - Fixed Account	November 2016 Insurance Premium	21,150.14
Auxiant - Flex Account	10/26/2016 Flex Claims	610.80
Auxiant - Flex Account	10/5/2016 Flex Claims	80.47

Insurance

Department Total = 40,877.18

Vehicle Maintenance

Arnold Motor Supply, LLP	Light	89.99
Arnold Motor Supply, LLP	Switch	74.93
Arnold Motor Supply, LLP	Supplies	38.26
Arnold Motor Supply, LLP	Supplies	11.47
Arnold Motor Supply, LLP	Batteries (3)	379.47
Arnold Motor Supply, LLP	Batteries	5.59
Arnold Motor Supply, LLP	Supplies	3.68
Arnold Motor Supply, LLP	Supplies	19.99
Arnold Motor Supply, LLP	Video Inspection	99.99
Arnold Motor Supply, LLP	Batteries	277.77
Arnold Motor Supply, LLP	Clamps	8.99
Arnold Motor Supply, LLP	Cooler, Thermostat, & Welding Material	11.28
Arnold Motor Supply, LLP	Wrench Extender Tool	49.99
Arnold Motor Supply, LLP	Relay	153.36
Arnold Motor Supply, LLP	Supplies	5.49
Arnold Motor Supply, LLP	Connectors	8.72
Arnold Motor Supply, LLP	Plug & Supplies	4.28
Arnold Motor Supply, LLP	Supplies	12.88
Arnold Motor Supply, LLP	Supplies	43.97
Arnold Motor Supply, LLP	Supplies	29.18
Arnold Motor Supply, LLP	Supplies	33.50
Arnold Motor Supply, LLP	Supplies	74.63
Arnold Motor Supply, LLP	Clamps	41.63
Fastenal Company	Sawblades, Grinding Discs, & Anchors	195.01
Fastenal Company	Bits & Tape Dispenser	52.73
Fastenal Company	Tape & Drill Set	152.98
IState Truck, Inc	HVAC Control	125.25
Reinert Michael P	Aluminum Repairs	40.00
Storm Lake Hydraulics Co Inc	Supplies	25.54
Storm Lake Hydraulics Co Inc	Pipe	10.66

Vehicle Maintenance **Department Total =** 2,081.21

Technology

Central Bank	Fleet Software	164.25
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Technology **Department Total =** 164.25

Grand Total = 1,038,037.71

King's Pointe Resort
Disbursements October 18 to November 1, 2016

Vendor Name	Description	Amount
Acco	supplies	262.50
Ace Hardware Inc. (4)	supplies	803.63
Advanced Water Company Inc	services	1,436.29
Ameripride Services (3)	supplies	1,660.81
Ameri-Tech Industrial, Inc	services	412.38
Arnold Motor Supply	supplies	13.18
Mediacomm Communications Corp	supplies	467.80
Booking.com	services	84.75
Capitall Sanitary Supply Co	services	491.18
Cedar Valley Bank & Trust	services	1,056.86
Central Iowa Distributing	supplies	211.30
Citadel Communications CO-KCAU	advertising	1,450.00
Colorize Inc (2)	services	1,916.48
Comm 1st Braodcasting	services	250.00
Continental Fire Sprinkler	services	2,635.10
Convergence LLC	supplies	200.00
Counsel	services	639.58
Crescent Electric Supply Co (2)	supplies	903.31
Culligan Water	supplies	265.00
Daniels Filter Service	services	451.97
Ecolab Food Safety Solutions (2)	services	92.45
The Designers	services	2,582.50
Ecolab Center- Chicago (3)	services	2,446.53
Ed M Feld Equipment Co Inc	supplies	90.00
Edward Don & Co	services	426.38
Nick Edwards (2)	reimbursement	647.46
Expedia Inc	services	1,514.97
Fastenal Company	supplies	73.90
Ferguson Enterprises Inc	supplies	5.65
Frigitec (3)	supplies	1,076.57
Garbage Hauling Service	services	528.48
Grainger - Palatine (3)	supplies	631.91
Hospitality Management Systems	services	573.75
Hy-Vee Food Store (5)	food	1,084.80
Iowa Division of Labor	services	300.00
Mid-American Energy	utilities	10,145.82
Joyce's Greenhouse	services	1,615.00
Julius Cleaners (2)	services	140.25
KDSN AM/FM	advertising	299.00
Kinseth Hotel Corporation (2)	payroll, work comp	69,955.35
The Lifeguard Store Inc (2)	supplies	1,128.08
Loew's Custom Carpet	supplies	29.78
Mangold Environmental Testing	services	165.00
McCrea Enterprises	supplies	245.59
Centerpoint Energy Services	services	4,514.76
O'Connor Company	services	90.31
Olsen Welding & Machine Shop	services	75.00
Orkin Pest Control (3)	services	447.86
Pepsi-Cola Bottling Co. (2)	beverages	1,087.26
Pilot Tribune	advertising	7.79
Pinnacle West LLC	services	259.70
Premium Quality Lighting	services	192.00
ProElect	services	360.00

Probuild Company LLC	supplies	40.32
Rebnord Technologies	services	2,258.33
Rent-All Inc (2)	services	5.03
Roto-Rooter - Sioux City	services	6.52
Sceptre Hospitality Resources	services	2,933.07
Schumacher Elevator Co	services	975.81
Star Leasing LLC	services	230.13
Star Promotions	services	934.45
The Storm Lake Times (2)	advertising	253.92
Storm Lake Chamber & Area	services	40.00
Sysco Guest Supply (3)	supplies	1,655.94
Treasurer - State of Iowa (3)	sales tax	40,211.00
United Parcel Service- Carl STM (2)	services	88.54
US Foods (3)	food	31,274.59
Vizergy	web site maintenance	220.00
Water Safety Products Inc	supplies	(458.33)
White Glove Janitorial Service	supplies	830.00
Jacob Doeksen	reimbursement	10.80
Doll Distributing	beverages	647.80
Johnson Brothers/Iowa Wine & Bev	beverages	425.00
King's Pointe Resort (2)	services	216.90
Misc POA Disbursements	reimbursement	12.00
Steve's Window Service	services	80.25
Total		201,338.09

Sunrise Pointe Golf Course
Disbursements October 18 to November 1, 2016

Crescent Electric Supply Co	supplies	541.60
Daniels Filter Services	services	34.63
Mid American Energy	utilities	537.12
Julius Cleaners (2)	servcies	4.80
Kinseth Hotel Corporation	payroll, management fee	1,974.84
Orkin Pest Control	services	150.00
Alliant Energy	utilities	35.09
US Foods Inc (3)	food	57.43
Hy-Vee Food Store- Storm Lake	supplies	19.43
Totals		3,354.94

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
OCTOBER 17, 2016 5:00 P.M.**

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Carlson, Bruce Engelmann, Mike Porsch and Tyson Rice. Absent: None. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, City Attorney Phil Havens, Assistant Police Chief Todd Erskine, Fire Chief Mike Jones, Building Official Scott Olesen, Public Works Director Jason Etnyre, Library Director Elizabeth Huff, Water Plant Superintendent Mike Davis, Wastewater Superintendent Mark Streed, and Sue Vossberg City Clerk.

Mayor Kruse called the meeting to order at 5:00pm.

Unfinished Business from the October 3, 2016 Meeting:

LMI No. 5 Housing Urban Renewal Area – Tom McClinton (529 College) commented on the project.

Moved by Council Member Porsch to adopt Resolution No. 29-R-2016-2017 approving LMI No. 5 Housing Urban Renewal Plan. Seconded by Council Member Engelmann. Vote: Ayes - Porsch, Anderson, and Engelmann; Nay – Carlson; Abstained - Rice. Motion carried.

Moved by Council Member Anderson to approve the 1st Reading of Ordinance No. 03-R-2016-2017 for the Division of Revenues under the Iowa Code Section 403.19 for LMI No. 5 Urban Renewal Area. Seconded by Council Member Porsch. Vote: Ayes -Porsch, Anderson, and Engelmann; Nays – Carlson and Rice. Motion carried.

Moved by Council Member Engelmann to adopt Resolution No. 30-R-2016-2017 approving an agreement for private development with MBL Development Co. Seconded by Council Member Anderson. Vote: Ayes -Porsch, Anderson, and Engelmann; Nay – Carlson; Abstained - Rice. Motion carried.

Hear the Public – None

Consent Agenda – Moved by Council Member Porsch to approve the consent agenda which included list of bills, minutes from the October 3, 2016 City Council meeting, new liquor license for La Perla. Waterline easements with Arnold Motor Supply and The Lange Family. Stormwater Management Facilities Maintenance covenant and easement agreements with Storm Lake Development Co. and Buena Vista Regional Medical Center. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Amendment No. 5 to the Storm Lake Industrial Park URP – Mayor Kruse opened the public hearing on Amendment No. 5 to the Storm Lake Industrial Park Urban Renewal Plan stating that this is the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 33-R-2016-2017 approving Amendment No 5 to the Storm Lake Industrial Park Urban Renewal Plan. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Condo Site Sale - Mayor Kruse opened the public hearing on the proposal to enter into a sale and development agreement with FB Storm Lake II, LLC for the condo site located on Sunrise Park Road stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Porsch to adopt Resolution No. 34-R-2016-2017 approving the proposal to enter into a Sale and Development Agreement with FB Storm Lake II, LLC. Seconded by Council Member Carlson. Vote: All ayes with Council Member Rice abstaining. Motion carried.

Mayor Kruse opened the public hearing on the proposed sale and conveyance of real estate to FB Storm Lake II, LLC for the condo site located on Sunrise Park Road stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 35-R-2016-2017 approving the sale and conveyance of real estate to FB Storm Lake II, LLC, and authorizing the Mayor and Clerk to execute contracts, deeds, and documents for such sale and conveyance. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Workforce Housing Tax Incentive - Moved by Council Member Porsch to adopt Resolution No. 36-R-2016-2017 supporting an application submittal by FB Storm Lake II, LLC to the Iowa Economic Development Authority for the Workforce Housing Tax Incentive Program for the Sunrise Park Road housing project. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

East Richland Street Rehab Project – Moved by Council Member Engelmann to set November 7, 2016, for a public hearing on the plans, specifications, form of contract, and estimated costs for the East Richland Street Rehabilitation Project. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

ACIP – Moved by Council Member Anderson to adopt Resolution No. 37-R-2016-2017 approving the Storm Lake Airport's 5-Year Capital Improvement Program. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

Community Development Block Grant (CDBG) – Moved by Council Member Porsch to approve the CDBG-National Disaster Resilience Grant Agreement with the Iowa Economic Development Authority for eight projects. Total cost of the eight projects is \$8,633,000. The total grant award amount is \$6.4 million. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Moved by Council Member Anderson to approve the engineering services for the CDBG National Disaster Resilience Grant received from the following engineers Veenstra and Kimm,

Bolton & Menk, EOR/Griggs, WHKS and ISG. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Water Rate Study – Moved by Council Member Porsch to approve the proposal from Veenstra & Kimm for professional services for a water rate study. Study not to exceed \$3,900. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Adjournment – Moved by Council Member Porsch to adjourn the meeting at 5:48pm. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Jon F Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: SEPTEMBER 28, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
AMVETS CLUB
616 MICHIGAN ST

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

	11-13-2014 to 11-08-2015	11-09-2015 to 9-26-2016
INCIDENTS		
Ambulance Call	0	1
Bar Check	3	9
Burglary to Vehicle	1	0
Business Security	26	16
Fire Call	1	0
Keys Locked in Car	0	2
Open Window/Door	1	1
Pedestrian Stop	0	1
PR/Talk/Presentation	1	1
Station Assignment	3	0
ARRESTS	0	0

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: SEPTEMBER 26, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
ONE STOP SHOP
1101 N LAKE AVE

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

	12-10-2013 to 10-11-2015	10-12-2015 to 09-24-2016
INCIDENTS		
Accident	4	3
Assault	1	0
Burglary to Vehicle	0	1
Business Assist	1	0
Business Security	107	80
Citizen Assist	3	3
City/Co Dept Assist	0	2
Disturbance/Noise/Party	0	1
Gas Smell	0	1
Hazmat Response	0	1
Hit and Run Property Damage	1	0
Insufficient Funds Checks	1	0
Keys Locked In Car	7	5
Law Department Assist	2	1
Lost Property	0	1
Motorist Assist	3	1
Parking Complaint	0	1
PR/Talk/Presentation	7	11
Reckless Driver	3	1
Salvation Army Assist	1	0
Scam	1	0
Station Assignment	7	1
Street Beat	34	10
Suspicious Person	0	1
Suspicious Vehicle	0	1

Theft	9	1
Vandalism	1	0
Vehicle Maintenance	4	0
Vehicle Stop	54	16
Warrant Service	1	1

ARRESTS

Domestic Assault	0	1
Habitual Violator	1	0
Mittimus	1	0
Sell Alcohol To Minor	1	0

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: SEPTEMBER 1, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
LAKE AVENUE LOUNGE
617 LAKE AVE

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

	10-26-2014 to 10-11-2015	10-12-2015 to 8-30-2016
INCIDENTS		
Ambulance Call	1	0
Bar Check	67	58
Business Security	2	8
Disturbance/Noise/Party	1	0
Found Property	1	0
Intoxicated Pedestrian	1	0
Law Dept. Assist	1	0
Open Door/Window	1	1
PR/Talk/Presentation	11	3
Station Assignment	0	1
Wants/Warrants Check	1	0

ARRESTS

Public Intoxication	1	0
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Recommendation: Approval of liquor license

Staff Summary

11/7/2016
Agenda Item # B.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, Deputy City Clerk

SUBJECT: Buy Local Information

BACKGROUND: Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and a provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for for both the City and King's Pointe's bills.

As the reader reviews the information they should note the following key notes:

- Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation
- Costs associated with travel is excluded from the calculation and %
- Costs associated with payroll is excluded from the calculation and %
- In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these
- Some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period)
- Local has been determined to be has an office front in the area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$1,038,037.71	\$380,156.91	\$148,170.29	38.98	\$3,889.65	1.03	\$228,096.97	59.99
King's Pointe	\$201,338.09	\$90,512.48	\$21,912.99	24.21			\$68,599.49	75.79
Golf Course	\$3,354.94	\$1,380.10	\$1,138.04	82.46			\$242.06	17.54

RECOMMENDATION: Review Buy Local Information

Staff Summary

11/7/2016

Agenda Item # C.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: Resolution Authorizing Requests Associated With the 2016 Miracle on Lake Avenue

BACKGROUND: Attached to this summary is a written request submitted by Kristi Davis representing Storm Lake United in connection with the 2016 Miracle on Lake Avenue Events scheduled for Thursday, December 8, 2016 between the hours of 5:00pm and 9:00pm in the Central Business District.

Specific requests are as follows:

*A Noise Variance for outdoor entertainment and announcements for the Central Business District between the hours of 5:00pm and 9:00pm

*6:00pm Christmas Parade on an approved route

*Permission for live Christmas trees to be placed on the sidewalks in the 500 and 600 blocks of Lake Avenue on the evening of 12/8 with access to city electrical outlets

*Pre-Parade staging to occur in the 600 and 700 blocks of Cayuga

*Permission for the Elf-Run along the parade route just prior to the parade

*Temporary closure of the 200 block of East 5th Street immediately following the parade for the Tree Lighting Ceremony

These requests are consistent with previous years with the exception of the Christmas trees being placed on sidewalks on the night of the event which we don't feel will be a problem.

I'll issue all variances and permits upon receiving a consensus in the affirmative from the city council.

FISCAL IMPACT:

The police department will incur overtime and staffing expense to provide traffic and security for the event which will be absorbed in the operational budget.

The event is designed to draw citizens and visitors to our Central Business District which hopefully will have a positive fiscal impact.

RECOMMENDATION:

Pass Consent Agenda Resolution

ATTACHMENTS:

Description		Type
	Resolution	Permit

Storm Lake Public Safety Department
Attn: Chief Mark Prosser
401 East Milwaukee Ave
Storm Lake, IA 50588

Dear Chief Prosser,

Miracle on Lake Avenue is the annual Holiday Celebration in Storm Lake that includes a parade, family friendly activities, and a fun holiday atmosphere which gets the community and our visitors into the Holiday Spirit. This year the event is scheduled for Thursday, December 8, 2016. Storm Lake United would like to request a permit for the following activities during Miracle on Lake Avenue between 5 and 9 p.m.

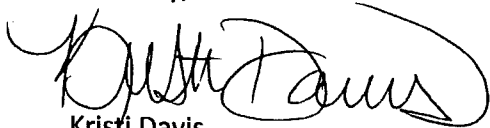
Thursday, December 8, 2016

- A noise variance for holiday music is needed for the parade and sidewalk activities on the 500 and 600 blocks of Lake Avenue from 5 to 9 p.m.
- Permission for live Christmas trees to be placed on the sidewalks on both the 500 and 600 blocks of Lake Avenue and for use of city electrical outlets to light the trees on the night of Thursday December 8th.
- The parade will start at 6 p.m. The staging area will be in the 600 and 700 blocks of Cayuga Street. The parade will go north on Cayuga Street turn west on East 7th Street and turn south down Lake Avenue, turn on East Railroad Street and turn north on Erie Street. The parade will follow Erie and conclude at the 200 block of East 7th Street.
- Prior to the parade, the Elf Run will start at the intersection of Lake Avenue and East 7th Street and ending at Santa's Castle.
- A street closure at the 200 block of East 5th Street beginning at 5 p.m. for the Tree Lighting ceremony that will take place immediately following the parade. Once the ceremony is over, the street will be reopened.

If you would have any questions or concerns, please feel free to contact me.

Thank you for your time and consideration.

Sincerely,



Kristi Davis
Marketing & Activities Director
Storm Lake United
(712) 732.3780
kristi@stormlakeunited.com



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: 2016 Miracle on Lake Avenue

Issued To:

Name: Kristi Davis

Organization: Storm Lake United

Address: 119 West 6th Street, Storm Lake, IA 50588

Phone: 712-732-3780

Date(s) of Event: Thursday, 12-8-2016

Time(s) of Event: 5:00pm until 9:00pm (Parade @ 6:00pm)

Expiration of Permit: 12-9-2016

Location / Area
of Use:

Noise Variance - Central Business District / Parade - Cayuga - East 7th - Lake - Railroad - Erie - East 7th

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☒ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☒ Street Closing 200 block of East 5th Street following parade for Lighting Ceremony

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 11-8-2016

Please Print

Signature:

Title: Public Safety Director

Staff Summary

11/7/2016

Agenda Item # D.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: Resolution Authorizing Requests Associated With the 2016 Ugly Sweater Walk/Run

BACKGROUND: Attached is a letter of request from Melissa Green representing the St. Mary's Athletic Boosters submitting a series of requests associated with the 2016 Ugly Sweater Walk/Run scheduled for Saturday, November 26, 2016 beginning at 9:00am.

This is the second year for the event and this year the run organizers coordinated the event with Storm Lake United by starting and ending the event in downtown Storm Lake in front of Citizen's Bank as a partnership with SLU's Shop Small Saturday which is the same day.

The route has been modified from last year beginning and ending in downtown Storm Lake and traveling south on Lake Avenue where participants will transition to the Lake Trail, run to Awaysis Park and then return to downtown via the same route. The estimated length of the event is two hours. Traffic will remain open on Lake Avenue but restricted to one northbound Lake from Railroad north to 5th Street during the event.

Specific requests are as follows:

*The appropriate permit to be issued for the 9:00am event.

*Permission for the eastern northbound lane of Lake Avenue from Railroad Street to 5th Street to be coned off and closed from 7:00am until 12:00pm as part of the event route

*The closure of the first six (6) parking slots immediately south of the Citizen's Bank driveway on Lake Avenue to be closed within the venue from 7:00am until 12:00pm

*Appropriate support from the SLPD

*Permission to provide hot chocolate and other non-alcoholic beverages to participants at the start/finish line downtown

The submitted letter noted that volunteers will be staffing a variety of locations along the route to insure safety for the participants. The SLPD will also monitor the route.

The appropriate insurance certificate has been attached to the submitted requests.

FISCAL IMPACT:

None

RECOMMENDATION:

Pass Consent Agenda Resolution

ATTACHMENTS:

Description	Type
 2016 Ugly Sweater Run	Permit

Mark Prosser

From: Melissa Green <melissag@sportsrehabioowa.com>
Sent: Wednesday, November 2, 2016 9:39 AM
To: Mark Prosser; Kristi Davis
Subject: Ugly Sweater 5k 2016
Attachments: Certificate.pdf; map ugly sweater 2016.pdf; Ugly Sweater 2016 Sign up.pdf

City Council:

Storm Lake St. Mary's Athletic Boosters would like to host another Ugly Sweater 5k the Saturday following Thanksgiving day- November 26th, 2016. Storm Lake United approached us to see if we would be willing to run the route through part of the downtown to coordinate with Shop Small Saturday event. We would like to accommodate the request with a route change.

We plan to start and end the race just south of the drive up at Citizens First National Bank downtown on Lake Ave. The route will head south from that start location down Lake Ave and then head towards King's Ponite on Lakeshore Drive. The route will circle around the Great Lawn and back the same way down Lakeshore Drive and North on Lake Ave back to Citizens First National Bank.

We are asking for the inside - north bound lane to be coned off for the first block and we would like the first 6 parking spots reserved headed south from the Citizens Bank drive way. True Time Racing will be contracted to run the race and work the start and finish line. They have an inflatable arch that would fit if we could use the first 6 parking spots.

We will have volunteers at the following intersections on Lake Ave and Lakeshore Drive: Railroad St, 3rd Street, Lake/Lake, and at the Great Lawn. And we will have volunteers working the coned off area at the start of the race to keep runners safe.

Last year the race took about 2 hours for everyone to complete. Attached is our certificate of insurance, map of the route, and registration form.

Thank you,

Melissa Green
Cell: 712-299-4616

Certificate of Coverage

Date: 10/7/2016

Certificate Holder

Diocese of Sioux City
1821 Jackson Street
Sioux City, IA 51102

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

St. Mary Parish
320 Seneca Street
Storm Lake, IA 50588

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability	8745	7/1/2016	7/1/2017	Each Occurrence	1,000,000
	☒ Occurrence				General Aggregate	2,000,000
	☐ Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage verified for claims arising out of St. Mary Church participation in Ugly Sweater 5K Run on November 26, 2016.

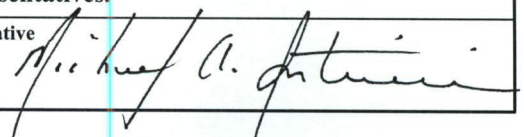
Holder of Certificate

Cancellation

City of Storm Lake
P.O. Box 1086
620 Erie Street
Storm Lake, IA 50588

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0555001380

2016 UGLY SWEATER 5K WALK/RUN

SPONSORED BY ST. MARY'S ATHLETIC BOOSTERS

*Hot Chocolate Warming Station to follow the 5K...
maybe a visitor from the North Pole*

Date: Saturday, November 26, 2016 at 9:00 a.m.

Location: Citizen's 1st National Bank, Downtown Storm Lake

Benefits: St. Mary's Athletic Programs sponsored by St. Mary's Athletic Boosters

Registration: T-shirts & packets can be picked up at the new St. Mary's Parish Center lobby on Wednesday, November 23rd from 7:00-8:30 am or 12:00-1:00 pm or the morning of race day from 7:30-8:30am

Entry Fees: Pre-registered: \$25 Day of Race: \$30

Awards: Top Male & Top Female Overall

Shirts: Participants pre-registered by November 13th will be guaranteed a long-sleeved t-shirt on race day. Late registrants will receive t-shirts, as supplies last.

Register online at: www.GetMeRegistered.com/UglySweaterStormLake

If the weather is unseasonably warm or cold, use the customary racing precautions with which you should be familiar and take advantage of the water along the course. We will hold this event in rain, shine, snow, or cold.



Last Name: _____ First Name: _____ Age: _____ Sex: _____

Address: _____ City, State & ZIP: _____

Phone Number: _____ Date of Birth: _____ Email: _____

Emergency Contact Name: _____ Number: _____

****Youth = YS/ YM/YL **Adult = S/M/L/XL/XXL (Circle t-shirt size)**

Make checks payable to: St. Mary's Athletic Boosters

Mail completed applications & fees to: St. Mary's School

300 East 3rd Street

Storm Lake, Iowa 50588

Contact us at: smboosters1@gmail.com



11/2/2016

Citizens 1st National Bank to kings pointe - Google Maps

Google Maps

Citizens 1st National Bank to kings pointe

Drive 1.6 miles, 5 min





**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: 2016 Ugly Sweater 5K Walk / Run

Issued To:

Name: Melissa Green

Organization: St. Mary's Booster Club

Address: 300 East 3rd Street, Storm Lake, IA 50588

Phone: 712-299-4616

Date(s) of Event: Saturday, 11-26-2016

Time(s) of Event: 9:00am

Expiration of Permit: 11-27-2016

Location / Area
of Use:

Lake Avenue & Lake Trail

Type of Permit

☐ Noise Variance (8-7-4)

☒ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☒ Street Closing

East Northbound Lane of Lake from Railroad to 5th Street (7:00am until 12:00pm)

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

11-8-2016

Please Print

Signature:

Title:

Public Safety Director

Staff Summary

11/7/2016

Agenda Item # 3.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Public Hearing to Approve Plans, Specifications, Form of Contract, and Estimated Costs for the East Richland Street Rehabilitation Project

BACKGROUND: On June 17, 2013 the City Council entered into contract with Bolton & Menk for the engineering services associated with the 2017 East Richland Street Rehabilitation Project.

The projects will consist of the removal and replacement of approximately 3800 square yards of PCC pavement on East Richland Street from Flindt Drive to Radio Road in the City of Storm Lake. There will also be sub-drain installed to improve road bed drainage.

At the October 17, 2016 Council set the Public Hearing for November 7, 2016 at 5:00 pm during the City Council meeting for the Plans, Specifications, Bids, Form of Contract, and Estimated Costs associated with the 2017 East Richland Street Project.

FISCAL IMPACT: Estimated cost for this project is \$464,901. Surface Transportation Program (STP) funds in the amount of \$202,000 will be used to partially fund this project. The balance of the cost will be paid through both the Local Option Sales Tax (LOST) and Franchise Fees for fiscal year 17.

RECOMMENDATION: Public Hearing opened, hear comments, and close the public hearing.

Staff Summary

11/7/2016

Agenda Item # 4.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 39-R-2016-2017 to Approve Plans, Specifications, Form of Contract, and Estimated Costs for the East Richland Street Rehabilitation Project

BACKGROUND: On June 17, 2013 the City Council entered into contract with Bolton & Menk for the engineering services associated with the 2017 East Richland Street Rehabilitation Project.

The projects will consist of the removal and replacement of approximately 3800 square yards of PCC pavement on East Richland Street from Flindt Drive to Radio Road in the City of Storm Lake. There will also be sub-drain installed to improve road bed drainage.

At the October 17, 2016 Council set the Public Hearing for November 7, 2016 at 5:00 pm during the City Council meeting for the Plans, Specifications, Bids, Form of Contract, and Estimated Costs associated with the 2017 East Richland Street Project.

At the November 7th Council meeting a Public Hearing was held.

FISCAL IMPACT: Estimated cost for this project is \$464,901. Surface Transportation Program (STP) funds in the amount of \$202,000 will be used to partially fund this project. The balance of the cost will be paid through both the Local Option Sales Tax (LOST) and Franchise Fees for fiscal year 17.

RECOMMENDATION: Staff recommends that Council approve Plans, Specifications, Form of Contract, and Estimated Costs for the East Richland Street Rehabilitation Project

ATTACHMENTS:

Description	Type
☐ Resolution No. 39-R-2016-2017	Resolution

RESOLUTION NO. 39-R-2016-2017

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE
EAST RICHLAND STREET REHABILITATION PROJECT**

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the East Richland Street Rehabilitation Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA;

Section 1. That the said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 7th day of November 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

11/7/2016

Agenda Item # 5.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 40-R-2016-2017 Approving North Central Storm Water Change Order 4

BACKGROUND: On June 1, 2015, the City of Storm Lake entered into a contract with H&W Contracting for the construction of a storm water project in the northeast part of the City.
The Change order is a quantity rectification in the deduct amount of \$107,931.

FISCAL IMPACT:

Original Contract Price:	\$2,790,031.05
Change Order #1:	\$(112,297.25)
Change Order #2	\$15,360
Change Order #3	\$17,000 (not to exceed)
Change Order #4	\$(107,931)

New Contract Amount: \$2,602,162.67
This project finished at 6.75% under original contract amount.

RECOMMENDATION: It is the recommendation of City Staff for Council to approve Change Order #4 in the deduct amount of \$107,931.

ATTACHMENTS:

Description	Type
☐ North Central Change Order	Change Order
☐ Resolution No. 40-R-2016-2017	Resolution

CHANGE ORDER

No. 004

PROJECT: North Central Storm Water

DATE OF ISSUANCE: October 28, 2016

EFFECTIVE DATE:

October 28, 2016

OWNER: City of Storm Lake

ENGINEER'S Project No.: P11.106745

CONTRACTOR: H&W Contracting, LLC

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Cost Difference

SEE ATTACHMENT A

-\$117,511.63

Reason for Change Order:

FINAL QUANTITIES TO ZERO OUT PROJECT.

Attachments: None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<u>\$2,790,031.05</u>	Substantial Completion: <u>June 30, 2016</u> days or dates
	Ready for Final Payment: _____ days or dates
Net Changes from Previous Change Orders No. 1 to No. 3	Net Changes from Previous Change Orders No. 1 to No. 3
<u>-\$79,937.25</u>	<u>0</u> days
Contract Price Prior to this Change Order	Contract Times Prior to this Change Order
<u>\$2,710,093.80</u>	Substantial Completion: <u>0</u> days or dates
	Ready for final payment: <u>0</u> days or dates
Net Decrease of this Change Order	Net No Change of this Change Order
<u>-\$107,931.13</u>	<u>0</u> days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
<u>\$2,602,162.67</u>	Substantial Completion: <u>June 30, 2016</u> days or dates
	Ready for final payment: _____ days or dates

RECOMMENDED: Bolton & Menk, Inc.

Approved: City of Storm Lake

Accepted: H&W Contracting, LLC

By:

Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Date:

11-1-16

Date:

Date:

11/1/16

Change Order No. 4 Attachment A

Item No.	Description	Quantity	Units	Unit Price	Increase	Decrease
3	CLEARING AND GRUBBING	0.20	ACRE	\$30,000.00	\$6,000.00	
5	BASE, CLASS A ROADSTONE	-160.00	TON	\$28.50		(\$4,560.00)
6	SUBBASE, 0207 3" BALLAST STONE	-400.00	TON	\$28.50		(\$11,400.00)
7	EXPLORATORY EXCAVATION, UTILITY POTHOLE	-7.00	EA	\$200.00		(\$1,400.00)
8	TRENCH FOUNDATION	100.00	TON	\$30.00	\$3,000.00	
9	SANITARY SEWER GRAVITY MAIN, REPAIR 8" AND LARGER	-50.00	LF	\$67.00		(\$3,350.00)
10	SANITARY SEWER SERVICE RELOCATION, 4" TO 6"	-50.00	LF	\$68.00		(\$3,400.00)
12	STORM SEWER, TRENCHED, RCP CLASS V, 12"	-73.00	LF	\$54.29		(\$3,963.17)
13	STORM SEWER, TRENCHED, RCP CLASS IV, 15"	-222.00	LF	\$56.21		(\$12,478.62)
15	STORM SEWER, TRENCHED, RCP CLASS III, 27"	-294.00	LF	\$78.17		(\$22,981.98)
16	STORM SEWER, TRENCHED, RCP CLASS IV, 30"	-41.00	SY	\$88.47		(\$3,627.27)
19	STORM SEWER, JACK & AUGER, 27", 3/8" THICK	170.00	LF	\$350.00	\$59,500.00	
20	STOMR SEWER, JACK & AUGER, 30", 3/8" THICK	-30.00	LF	\$350.00		(\$10,500.00)
29	SUBDRAIN, A-2000 PERFORATED, 6"	15.00	LF	\$17.00	\$255.00	
31	FIELD TILE REPAIR	-390.00	LF	\$15.00		(\$5,850.00)
32	FIELD TILE CONNECTION	-13.00	EA	\$400.00		(\$5,200.00)
33	WATER MAIN, TRENCHED, C-900, VARYING SIZE	-100.00	LF	\$70.00		(\$7,000.00)
34	WATER SERVICE REPAIR	-5.00	EA	\$700.00		(\$3,500.00)
35	FIRE HYDRANT ASSEMBLY	-1.00	EA	\$4,315.00		(\$4,315.00)
36	MANHOLE, STORM, TYPE SW-401, 48"	-2.00	EA	\$2,650.00		(\$5,300.00)
37	MANHOLE, STORM, TYPE SW-401, 60"	-2.00	EA	\$4,450.00		(\$8,900.00)
44	INTAKE, TYPE SW-512, SPECIAL	-1.00	EA	\$2,200.00		(\$2,200.00)
45	INTAKE, TYPE SW-512, 24"	-3.00	EA	\$1,000.00		(\$3,000.00)
50	REMOVAL OF SIDEWALK	-5.00	SY	\$10.00		(\$50.00)
51	REMOVAL OF DRIVEWAY	-32.00	SY	\$10.00		(\$320.00)
52	SIDEWALK, PCC, 4"	-70.00	SY	\$66.00		(\$4,620.00)
53	DETECTABLE WARNING	-32.00	SY	\$46.50		(\$1,488.00)
54	DRIVEWAY, PAVED, PCC, 6"	-32.00	SY	\$57.50		(\$1,840.00)
55	FULL DEPTH PATCHES	-264.00	SY	\$104.50		(\$27,588.00)
56	PAVEMENT REMOVAL	-264.00	SY	\$18.00		(\$4,752.00)
57	PCC FLUME AT RAIN GARDENS	-5.00	EA	\$600.00		(\$3,000.00)
66	SWPPP QUANIFYING RAINFALL EVENT INSPECTION	-30.00	EA	\$110.00		(\$3,300.00)
67	FILTER SOCK	140.00	LF	\$5.25	\$735.00	
68	TEMPORARY RECP, TYPE 3.B (12-24 MONTH)	-5,000.00	SY	\$1.90		(\$9,500.00)
69	ROCK CHECK DAM	15.00	TON	\$35.00	\$525.00	
70	RIP RAP, CLASS E	152.43	TON	\$37.00	\$5,639.91	
71	SILT FENCE	-370.00	LF	\$4.15		(\$1,535.50)
72	STABILIZED CONSTRUCTION ENTRANCE	-2.00	EA	\$750.00		(\$1,500.00)
74	TRM (TURF REINFORCEMENT MATS), TYPE 2	-102.00	SQ	\$38.50		(\$3,927.00)
75	INLET PROTECTION DEVICE	-40.00	EA	\$170.50		(\$6,820.00)
84	STOCKPILE EXTRA STRUCTURES	1.00	LS	\$9,580.50	\$9,580.50	

\$85,235.41 ~~(\$193,166.54)~~

NET DECREASE IN CONTRACT PRICE

\$107,931.13

RESOLUTION NO. 40-R-2016-2017

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE,
IOWA:

To approve Change Order # 4 to the contract with H & W Contracting, LLC for the North Central Storm Water Project a deduction of \$107,931 for final quantity adjustments.

Total contract cost after change order #4 is \$2,602,162.67.

PASSED AND APPROVED this 7th day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

11/7/2016

Agenda Item # 6.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 41-R-2016-2017 Approving Change Order #3 to the 2016 Erie Street CDBG Stormwater Project

BACKGROUND: Upon installation of the 2 rain garden retention areas it was determined by staff, engineering, and the contractor that due to safety concerns around these two areas, a retaining wall would be a better design than anticipated prior to construction. Cost of the two retaining walls is \$8,250.

An additional item needed in order to tie in concrete to existing asphalt areas is a unit price for asphalt. The lump sum unit price to perform all tie-ins is \$1,000.

FISCAL IMPACT: Original contract price: \$1,044,186.04
Change Orders 1 & 2: \$17,402.70
Change order No. 3: \$9,250.00

Contract Price with all approved Change Orders: \$1,070,838.74
This brings the project total to 2.55% above the original contract amount.

RECOMMENDATION: Staff recommends that Council adopt Resolution No. 41-R-2016-2017 approving Change Order No.3 in the amount of \$9,250.

ATTACHMENTS:

Description	Type
Change Order #3	Change Order
Resolution No. 41-R-2016-2017	Resolution

CHANGE ORDER

No. 003

PROJECT: Erie Street CDBG Stormwater Improvements

DATE OF ISSUANCE: October 31, 2016

EFFECTIVE DATE: October 31, 2016

OWNER: City of Storm Lake

ENGINEER'S Project No.: P11.109398

CONTRACTOR: Hulstein Excavating Inc.

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Cost Difference

Item 70 Rain Garden Retaining Wall -- Unit Price: \$8250 Lump Sum

\$8,250.00

Item 71 Asphalt Tie in -- Unit Price: \$1000 Lump Sum

\$1,000.00

Reason for Change Order:

Sidewalk to Rain Garden slopes too large, retaining wall will reduce hazard. Asphalt Tie in for parking lot of 728 Erie Street

Attachments: Hulstein Excavating Change Order Price

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$1,044,186.04

Net Changes from Previous Change Orders

\$17,402.70

Contract Price Prior to this Change Order

\$1,061,588.74

Net Increase of this Change Order

\$9,250.00

Contract Price with all approved Change Orders

\$1,070,838.74

CHANGE IN CONTRACT TIMES:

Original Contract Times

Substantial Completion: November 11, 2016 days or dates

Ready for Final Payment: _____ days or dates

Net Changes from Previous Change Orders

5 days

Contract Times Prior to this Change Order

Substantial Completion: 0 days or dates

Ready for final payment: 0 days or dates

Net Change of this Change Order

2 days

Contract Times with all approved Change Orders

Substantial Completion: November 18, 2016 days or dates

Ready for final payment: _____ days or dates

RECOMMENDED: Bolton & Menk, Inc.

Approved: City of Storm Lake

Accepted: Hulstein Excavating, Inc.

By: 

Engineer (Authorized Signature)

By: _____

Owner (Authorized Signature)

By: 

Contractor (Authorized Signature)

Date: 11-1-2016

Date: _____

Date: _____

RESOLUTION NO. 41-R-2016-2017

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE,
IOWA:

To approve Change Order No. 3 to the contract with Hulstein Excavating Inc. for the Erie Street CDBG Stormwater Improvements Project, an increase of \$9,250.00 to the contract for rain garden retaining wall and asphalt tie in for parking lot.

Total cost of Change Order #3 is an increase of \$9,250.00 to the contract. Total contract cost after change order #3 is \$1,070,838.74.

PASSED AND APPROVED this 7th day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

11/7/2016

Agenda Item # 7.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 42-R-2016-2017 Highway 7 3-Lane Project
Change Order 3

BACKGROUND: In June 15, 2015 the City of Storm Lake entered into a Construction Contract with Blacktop Services for the 3-lane expansion of Highway 7 in the northwest part of Storm Lake. This project is complete and this agenda item is a rectification of quantities.

FISCAL IMPACT: Original Contract Amount: \$996,780.54
Change Order #1: \$2,500.00
Change Order #2: (\$25,200.00)
Change Order #3: (\$44,031.24)

Final amount with all approved Change Orders.: \$930,049.30
This project finalized at 6.7% below original contract amount.

RECOMMENDATION: Staff recommends that City Council adopt Resolution No. 42-R-2016-2017 approving Change Order Number #3 to reduce the amount of contract by \$44,031.24 as a rectification of final quantities.

ATTACHMENTS:

Description	Type
Change Order #3	Change Order
Resolution No. 42-R-2016-2017	Contract

CHANGE ORDER

No. 003

PROJECT: Highway 7 Widening

DATE OF ISSUANCE: November 1, 2016

EFFECTIVE DATE:

November 1, 2016

OWNER: City of Storm Lake

STP-U-7422(617)--70-11

ENGINEER'S Project No.: P11.108481

CONTRACTOR: Blacktop Service Co.

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Cost Difference

Adjust quantities for project closeout

-\$44,311.50

Reason for Change Order:

Adjusting quantities to balance project costs

Attachments: Attachment A

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$996,780.54	Working Days 55 days or dates
	Ready for Final Payment: days or dates
Net Changes from Previous Change Orders No. 1	Net Changes from Previous Change Orders No. 1
-\$22,700.00	0 days
Contract Price Prior to this Change Order	Contract Times Prior to this Change Order
\$974,080.54	Substantial Completion: 0 days or dates
	Ready for final payment: 0 days or dates
Net Decrease of this Change Order	Net No Change of this Change Order
\$44,031.24	0 days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$930,049.30	Substantial Completion: 76 days or dates
	Ready for final payment: days or dates

RECOMMENDED: Bolton & Menk, Inc.

Approved: City of Storm Lake

Accepted: Blacktop Services, Co.

By:



Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Date:

11-1-16

Date:

Date:

Change Order No. 3 Attachment A

Item No.	Description	Quantity	Units	Unit Price	Increase	Decrease
0040	GRANULAR MATERIAL	-200.00	TON	\$49.20		(\$9,840.00)
0060	RANULAR SHOULDERS, TYPE B	-19.53	TON	\$38.95		(\$760.69)
0110	HOT MIX ASPHALT MIXTURE (3,000,000 ESAL), BASE COURSE, 3/4 IN. MIX	-33.43	TON	\$66.56		(\$2,225.10)
0130	HOT MIX ASPHALT MIXTURE (3,000,000 ESAL), INTERMEDIATE COURSE, 3/4 IN. MIX	-36.23	TON	\$66.56		(\$2,411.47)
0140	HOT MIX ASPHALT MIXTURE (3,000,000 ESAL), SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	-55.36	TON	\$65.64		(\$3,633.83)
0150	ASPHALT BINDER, PG 58-28	34.38	TON	\$530.98	\$18,255.09	
0160	ASPHALT BINDER, PG 64-28	-59.76	TON	\$590.98		(\$35,316.96)
0170	PAYMENT ADJUSTMENT INCENTIVE/DISCENTIVE FOR HMA PAVEMENT SMOOTHNESS (BY SCHEDULE)	-2,865.00	EACH	\$1.00		(\$2,865.00)
0220	SUBDRAIN, PVC, STANDARD, NON- PERFORATED, 4 IN.	2.00	LF	\$16.40	\$32.80	
0250	SUBDRAIN OUTLET, RF-19E	1.00	EACH	\$512.50	\$512.50	
0270	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	-16.00	LF	\$135.81		(\$2,172.96)
0440	INLET PROTECTION DEVICE	1.00	EACH	\$179.38	\$179.38	
0460	SILT FENCE	-1,875.00	LF	\$2.77		(\$5,193.75)
0470	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	-1,875.00	LF	\$0.51		(\$956.25)
0480	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	-3,500.00	LF	\$0.11		(\$385.00)
8510	MANHOLE ADJUSTMENT, MAJOR	1.00	EACH	\$2,750.00	\$2,750.00	
					\$21,729.77	(\$65,761.01)

NET DECREASE IN CONTRACT PRICE \$44,031.24

RESOLUTION NO. 42-R-2016-2017

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE,
IOWA:

To approve Change Order No. 3 to the contract with Blacktop Service Co. for the Widening and Resurfacing of Highway 7 Northwestern Drive to Barton Street Project, a deduction of \$44,031.24 for final quantity adjustments.

Cost of Change Order No. 3 is a deduction of \$44,031.24 to the contract. Total contract cost after Change Order No. 3 is \$930,049.30.

PASSED AND APPROVED this 7th day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

11/7/2016

Agenda Item # 8.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 43-R-2016-2017 Highway 7 3-Lane Project Final Acceptance

BACKGROUND: In June 15, 2015 the City of Storm Lake entered into a Construction Contract with Blacktop Services for the 3-lane expansion of Highway 7 in the northwest part of Storm Lake. This project has been completed and is ready to be accepted by the City.

FISCAL IMPACT:

Original Contract Amount:	\$996,780.54
Change Order #1:	\$2,500.00
Change Order #2:	(\$25,200.00)
Change Order #3:	(\$44,031.24)

Final Adjusted Contract Amount: \$930,049.30
This project finalized at 6.7% below original contract amount.

RECOMMENDATION: Staff recommends that Council accepts the Highway 7 Widening Project

ATTACHMENTS:

Description	Type
☐ Resolution No. 43-R-2016-2017	Resolution
☐ Certificate of Substantial Completion	Backup Material

RESOLUTION NO. 43-R-2016-2017

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a contract, and the Mayor and Clerk of Storm Lake, Iowa executed the contract with Blacktop Service Co. for the Widening and Resurfacing of Highway 7 Northwestern Drive to Barton Street Project.

WHEREAS, said contractor has fully completed the said project in accordance with the terms and conditions of said contract and plans and specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA:

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final contract price is \$930,049.30.

PASSED AND APPROVED this 7th day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE June 14, 2016

OWNER City of Storm Lake, Iowa

CONTRACTOR Blacktop Service Co.

Contract: Highway 7 Widening

Project: STP-U-7422(617)--70-11

OWNER'S Contract No. _____

ENGINEER'S Project No. P11.106745

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To City of Storm Lake, Iowa

OWNER

And To Blacktop Service Co.

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

June 14, 2016

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

The responsibilities between the OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: Owner has taken complete responsibility for operation, maintenance, and ownership of the facility

CONTRACTOR: Warranty period for all equipment and facilities started on June 14, 2016

The following documents are attached to and made part of this Certificate:
None

(For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.)

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on

June 14, 2016
Date

Bolton & Menk, Inc.

ENGINEER

By:

[Signature]
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on

Date

Blacktop Service, Co.

CONTRACTOR

By:

(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on

Date

City of Storm Lake, Iowa

OWNER

By:

(Authorized Signature)

Staff Summary

11/7/2016

Agenda Item # 9.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 44-R-2016-2017 Approving Change Order #2 For The East 10th Street Project

BACKGROUND: On April 20th, 2015 the City of Storm Lake entered into a contract with Smith Concrete for the reconstruction of East 10th Street from Russell to Seneca.
The project is complete and this agenda item is a rectification of quantities.

FISCAL IMPACT: Original Contract Amount: \$589,325.20
Change Order #1: \$73,108.50
Change Order #2: (\$30,998.26)

Final Amount with all approved Change Orders: \$631,435.44
This project finalizes at 7.15% over original contract amount.

The increase will come from Road Use Tax reserves.

RECOMMENDATION: Council Adopt Resolution No. 44-R-2016-2017 Approving Changer Order #2 for the East 10th Street Project.

ATTACHMENTS:

Description	Type
☐ Resolution No. 44-R-2016-2017	Resolution
☐ Change Order #2	Change Order

RESOLUTION NO. 44-R-2016-2017

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE,
IOWA:

To approve Change Order No. 2 to the contract with Smith Concrete for the E. 10th Street Reconstruction Project, a deduction of \$30,998.26 for final quantity adjustments.

Cost of Change Order No. 2 is a deduction of \$30,998.26 to the contract. Total contract cost after Change Order No. 3 is \$631,435.44.

PASSED AND APPROVED this 7th day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

CHANGE ORDER

No. 002

PROJECT: East 10th Street Reconstruction

DATE OF ISSUANCE: November 1, 2016

EFFECTIVE DATE:

November 1, 2016

OWNER: City of Storm Lake

STP-U-7422(614)--70-11

ENGINEER'S Project No.: P11.106892

CONTRACTOR: smith concrete Services Inc.

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Adjust quantities for project closeout

Cost Difference

-\$30,998.26

Reason for Change Order:

Adjusting quantities to balance project costs

Attachments: Attachment A

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$589,325.20	Working Days 55 days or dates
	Ready for Final Payment: days or dates
Net Changes from Previous Change Orders No. 1	Net Changes from Previous Change Orders No. 1
\$73,108.50	12 days
Contract Price Prior to this Change Order	Contract Times Prior to this Change Order
\$662,433.70	Substantial Completion: 0 days or dates
	Ready for final payment: 0 days or dates
Net Decrease of this Change Order	Net No Change of this Change Order
\$30,998.26	0 days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$631,435.44	Substantial Completion: 67 days or dates
	Ready for final payment: days or dates

RECOMMENDED: Bolton & Menk, Inc.

Approved: City of Storm Lake

Accepted: Smith Concrete Services Inc.

By:

Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Date:

11-1-16

Date:

Date:

Change Order No. 2 Attachment A

Item No.	Description	Quantity	Units	Unit Price	Increase	Decrease
0020	TOPSOIL, FURNISH AND SPREAD	-1,478.00	CY	\$20.00		(\$29,560.00)
0040	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 7 IN	84.46	SY	\$38.00	\$3,209.48	
0110	SUBDRAIN, PLASTIC PIPE, 6 IN.	-48.00	LF	\$15.90		(\$763.20)
0130	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETEE PIPE (RCP), 2000D (CLASS III), 15 IN.	12.00	LF	\$79.00	\$948.00	
0150	REMOVAL OF PAVEMENT	84.46	SY	\$7.00	\$591.22	
0170	REMOVAL OF SIDEWALK	7.42	SY	\$14.00	\$103.88	
0180	SIDEWALK, P.C. CONCRETE, 6 IN.	7.42	SY	\$42.00	\$311.64	
0190	DETECTABLE WARNINGS	16.00	SF	\$42.00	\$672.00	
0200	DRIVEWAY, P.C. CONCRETE, 6 IN.	54.16	SY	\$42.00	\$2,274.72	
0240	4" POLYSTYRENE INSULATION	224.00	SF	\$11.00	\$2,464.00	
0250	SEEDING AND FERTILIZING (URBAN)	-1.00	AC	\$3,450.00		(\$3,450.00)
0260	SILT FENCE	-2,400.00	LF	\$1.75		(\$4,200.00)
0270	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	-2,400.00	LF	\$1.00		(\$2,400.00)
0280	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	-2,400.00	LF	\$0.50		(\$1,200.00)

\$10,574.94 (\$41,573.20)

NET DECREASE IN CONTRACT PRICE \$30,998.26

Staff Summary

11/7/2016

Agenda Item # 10.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 45-R-2016-2017 Approving Acceptance Of The East 10th Street Project

BACKGROUND: On April 20th, 2015 the City of Storm Lake entered into a contract with Smith Concrete for the reconstruction of East 10th Street from Russell to Seneca.
The project is now completed and ready for acceptance.

FISCAL IMPACT: Original Contract Amount: \$589,325.20
Change Order #1: \$73,108.50
Change Order #2: (\$30,998.26)

Final Amount with all approved Change Orders: \$631,435.44
This project finalizes at 7.15% over original contract amount.

RECOMMENDATION: Council Adopt Resolution No. 45-R-2016-2017 Approving Acceptance of the East 10th Street Project.

ATTACHMENTS:

Description	Type
☐ Resolution No. 45-R-2016-2017	Resolution
☐ Certificate of Substantial Completion	Backup Material

RESOLUTION NO. 45-R-2016-2017

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a contract, and the Mayor and Clerk of Storm Lake, Iowa executed the contract with Smith Concrete for the East 10th Street Reconstruction Project.

WHEREAS, said contractor has fully completed the said project in accordance with the terms and conditions of said contract and plans and specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA:

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final contract price is \$631,435.44.

PASSED AND APPROVED this 7th day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE June 14, 2016

OWNER City of Storm Lake, Iowa

CONTRACTOR Smith Concrete Service

Contract: East 10th Street Reconstruction

Project: STP-U-7422(614)--70-11

OWNER'S Contract No. _____

ENGINEER'S Project No. P11.106892

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To City of Storm Lake, Iowa

OWNER

And To Smith Concrete Service

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

June 14, 2016

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

The responsibilities between the OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: Owner has taken complete responsibility for operation, maintenance, and ownership of the facility

CONTRACTOR: Warranty period for all equipment and facilities started on June 14, 2016

The following documents are attached to and made part of this Certificate:
None

(For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.)

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on

June 14, 2016
Date

Bolton & Menk, Inc.

ENGINEER

By:

(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on

Date

Smith Concrete Service

CONTRACTOR

By:

(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on

Date

City of Storm Lake, Iowa

OWNER

By:

(Authorized Signature)

Staff Summary

11/7/2016

Agenda Item # 11.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Ordinance No. 03-O-2016-2017 for the Division of Revenues under Iowa Code Section 403.19 for LMI No. 5 Urban Renewal Plan

BACKGROUND: The City created the LMI No. 5 Urban Renewal Area. This Ordinance allows the taxes collected in the LMI No. 5 Urban Renewal Area be used as economic development grants to assist in the construction for 54 LMI and 6 Market Rate Apartment units.

FISCAL IMPACT: The assessed value of the property is anticipated to be around \$2,000,000 which will generate approximately \$70,000 a year in taxes

RECOMMENDATION: Approved 1st reading - October 17
Approve 2nd reading- November 7
Approve 3rd reading and adopt - November 21

ATTACHMENTS:

Description	Type
□ Ordinance No. 03-2016-2017	Ordinance

ORDINANCE NO. 03-O-2016-2017

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE LMI NO. 5 HOUSING URBAN RENEWAL AREA, IN THE CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STORM LAKE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE LMI NO. 5 HOUSING URBAN RENEWAL AREA (THE LMI NO. 5 HOUSING URBAN RENEWAL PLAN)

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 29-R-2016-2017 passed and approved on the 17th day of October, 2016, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the LMI No. 5 Housing Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

A part of Lot 1 of the Auditor's Subdivision of the Northeast Quarter (NE¹/₄) of the Southwest Quarter (SW¹/₄) of Section 34, T91-N, R-37-W of the 5th P.M., Buena Vista County, Iowa, and being more fully described as follows: Commencing at the Northeast (NE) Corner of the Southwest Quarter (SW¹/₄) of said Section 34; thence on an assumed bearing of South 89°44'31" West, along the North line of said Southwest Quarter (SW¹/₄), 53.20 Feet; thence South 00°01'00" East, 692.67 Feet; thence North 89°59'51" West, 274.75 Feet to the point of beginning. Thence continuing North 89°59'51" West, 599.29 Feet to the East line of Proposed Witter Street; thence South 00°01' East, along the East line of Proposed Witter Street, 608.53 Feet to the North line of West 10th Street; thence North 89°55'48" East, along the North line of West 10th Street, 607.76 Feet; thence North 00°48'53" West, 607.82 Feet to the point of beginning. The above-described parcel contains 8.43 acres and is subject to all easements of record.

And

All of the West 10th Street right-of-way in Storm Lake, Iowa lying south of and adjacent to the above-described real estate.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Storm Lake, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, STATE OF IOWA:

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Storm Lake, County of Buena Vista, Storm Lake Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Storm Lake, State of Iowa, certifies to the Auditor of Buena Vista County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Storm Lake, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Storm Lake, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the

funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Storm Lake, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

11/7/2016

Agenda Item # 12.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

[p \(712\) 732-8000](tel:(712)732-8000)

[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Motion to Terminate Agreement with Simmering-Cory for Grant Administrative Services for the HUD National Disaster Resiliency Program

BACKGROUND: On March 9, 2016 City Council approved an agreement with Simmering Cory for Grant Administrative Services. At the time of the approval, the agreement from Iowa Economic Development Authority would be received in June. Since the agreement was not received until October, the agreement with Simmering Cory needs to be terminated since it no longer falls within the timeline of the project. A revised contract must be approved.

FISCAL IMPACT: The agreement was not to exceed \$59,250.

RECOMMENDATION: Approve motion.

Staff Summary

11/7/2016

Agenda Item # 13.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Motion to Approve Agreement with Simmering-Cory for Grant Administrative Services

BACKGROUND: Simmering-Cory will perform grant administrative services for the Community Development Block Grant-National Disaster Resiliency Grant the City was awarded. This agreement is similar as to the one just terminated. There is updated language to reflect required federal language and an updated project timeline.

FISCAL IMPACT: The agreement will remain the same at \$59,250.

RECOMMENDATION: Approve agreement.

ATTACHMENTS:

Description	Type
☐ Agreement for Administrative Services	Contract

AGREEMENT FOR ADMINISTRATIVE SERVICES

ARTICLE I. This AGREEMENT made and entered into this ____ day of _____, 2016, by and between the City of Storm Lake, hereinafter called the CITY, and Simmering-Cory, Inc., hereinafter called SCI, WITNESSETH:

WHEREAS, the CITY intends to construct improvements to various infrastructure facilities within Storm Lake as outlined in the 2015 National Disaster Relief CDBG Funding – Resiliency Grant application approved by Iowa Homeland Security and the Iowa Economic Development Authority, hereinafter called the PROJECT; and

WHEREAS, the CITY has agreed with Iowa Economic Development Authority to perform all services outlined in and required by the grantee as stated in the grant contract (hereinafter called STATE CONTRACT) and;

WHEREAS, the CITY desires to employ SCI to assist with completion of certain services outlined in the STATE CONTRACT and to perform professional services associated with the implementation, management, and administration of the National Disaster Resiliency Grant PROJECT.

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE II. GRANT MANAGEMENT AND ADMINISTRATION.

SCI agrees to furnish and perform various professional services required for the PROJECT and by the STATE CONTRACT, as follows:

- Day-to-day technical assistance and program management through project completion and close-out.
- Compliance with environmental and SHPO requirements. Simmering Cory, Inc. will complete the required environmental assessments but we do not propose to complete Archeological Phase 1 digs or advanced wetland determinations if they are required as any component of this project.
- Necessary publications and forms required for Release of Funds.
- Required resolutions for procurement and code of conduct.
- State Contract negotiation and program schedule.
- Preparation and submittal of reports and forms as outlined in the State Contract, but not including the audit report.

- Ongoing assistance in establishing and maintaining an overall recordkeeping system.
- Compliance with affirmative action requirements.
- Attendance at all conferences, Council meetings, and State monitoring visits necessary to facilitate the project.
- Compliance with Fair Housing, Equal Opportunity, Excessive Force, RARA and Citizen Participation regulations.
- Compliance with the Uniform Acquisition and Relocation Act pertaining to easements and land acquisition, if necessary.
- Review of contracts and specs to ensure necessary Federal and State regulations are included.
- Requisition of grant funds.
- Compliance with Davis-Bacon labor standards requirements and monitoring of weekly contractor payroll forms.
- Compliance with minority participation requirements and contractor clearance.
- Preparation of contract and program amendments as needed.
- Completion of six bi-annual reports, two each in 2016, 2017, and 2018.
- Any additional administrative function as may be required or requested by the State.

The CITY agrees to fulfill and take certain City Council action required to carry out the work and services outlined by the STATE CONTRACT and necessary for completion of the PROJECT.

ARTICLE III. COMPENSATION. The CITY shall compensate SCI for services outlined under ARTICLE II in an amount not to exceed \$59,250.00.

It is further understood and agreed by both parties, that the payment of fees shall be as follows:

- A. 20% of contract amount upon Release of Funds and State Contract Execution.
- B. 20% of contract amount at first bid letting.
- C. 20% of contract amount at 30% of project construction,
(based on grant dollars drawn down).
- D. 30% of contract amount upon completion of 70% of project construction,
(based on grant dollars drawn down).
- E. 10% upon project completion and final acceptance by the Council.

**ARTICLE IV. IN CONNECTION WITH THE CARRYING OUT OF THIS CONTRACT,
ALL PARTIES SHALL COMPLY WITH THE FOLLOWING:**

A. Termination or Abandonment of Project

The CITY and/or SCI shall have the right to terminate this contract upon notice in writing. Upon cancellation, the CITY will be responsible only for those costs incurred by SCI to the date of termination.

B. Title VI of the Civil Rights Act of 1964

This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving Federal financial assistance.

C. Section 109 of Title I of the Housing and Community Development Act

This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, religion, religious affiliation or sex under any program or activity funded in whole or in part under Title I of this act.

D. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.)

This act provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving Federal funds.

E. Section 3 of the Housing and Urban Development Act of 1965 (as amended)

This act provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such project be awarded to businesses located in, or owned in substantial part by persons residing within the project area.

F. Access to and Maintenance of Records

SCI shall, for a period of five years, beginning with the date of submission of the final expenditure report or until audit findings have been resolved, furnish all information and reports required and will permit access to books, records, and accounts by the CITY, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.

G. Federal Executive Order 11246

"During the performance of this contract, SCI agrees as follows:

"1) SCI will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. SCI will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SCI agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"2) SCI will, in all solicitations or advertisement for employees placed by or on behalf of SCI, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

"3) SCI will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of SCI's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"4) SCI will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.

"5) SCI will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"6) In the event of SCI's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and SCI may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

“7) SCI will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SCI will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event SCI becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, SCI may request the United States to enter into such litigation to protect the interests of the United States.”

H. The Americans with Disabilities Act

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

I. Awarding Agency Reporting Requirements

The CITY and SCI must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

J. Energy Efficiency

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pub. L 94-163, 89 Stat. 871

City of Storm Lake

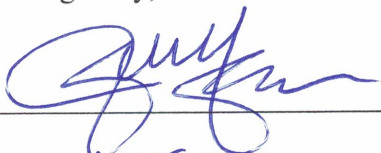
By: _____
Jon. F. Kruse, Mayor

Date: _____

Attest:

By: _____
Sue Vossberg, City Clerk

Simmering-Cory, Inc.

By:  _____

Date: 10-25-2016

Staff Summary

11/7/2016

Agenda Item # 14.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Motion to Approve Agreement for Professional Services for the North Central Stormwater Improvements, Phase 2

BACKGROUND: North Central Stormwater Improvements, Phase 2 is one of the eight projects funded by the Community Development Block Grant-National Disaster Resiliency Competition. This project is scheduled to begin construction Spring, 2017.

The contract with Bolton & Menk includes all project initiation and project management, data collection, final design and plan specification preparation, preparing bid packages, and construction phase services.

FISCAL IMPACT: Engineering and Design will not exceed \$162,300
Engineering and Construction Observation will not exceed \$110,700
Total contract is for \$273,000 and will be funded 75% by grant funds and 25% by City funds.

RECOMMENDATION: Approve motion

ATTACHMENTS:

Description	Type
□ Bolton & Menk Agreement	Contract

AGREEMENT FOR PROFESSIONAL SERVICES

NORTH CENTRAL STORMWATER IMPROVEMENTS, PHASE 2

STORM LAKE, IOWA

This Agreement, made this 7th day of November 2016, by and between City of Storm Lake, P.O. Box 1086 hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 218 11th St SW Plaza, Spencer, IA 51301, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with construction of CDBG Stormwater Project as detailed in Exhibit I and I-1, and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I and I-1.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include topographic surveys, preliminary plan layouts, soil surveys, drainage reports, aerial photos, utility agreements, and other data on existing utilities. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be used for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

Schedule of Fees

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$170-240/Hour
Sr. Project Manager – Principal Engineer/Surveyor/ GIS/ LA	\$127-180
Senior Transportation/Aviation Planner	\$125-175
Project Manager (Inc. Landscape Architect and GIS)	\$106-170
Project/Design Engineer/Planner/Landscape Architect	\$52-170
Licensed Surveyor (Inc. Lic. Project Surveyor or Manager)	\$94-165
Project Surveyor	\$82-130
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$47-140
Senior Technician (Inc. Survey ¹)	\$72-165
Technician (Inc. Survey ¹)	\$33-140
Administration Support & Clerical	\$29-110
Structural/ Electrical/ Mechanical/ Architect	\$120-215
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE
¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.	

2. Total cost for Task 1- Task 6 as described under Section I.A. (Basic Fee) and Exhibit I shall not exceed \$162,300.

Total costs for Task 7 Exhibit I (Construction Phase Services) is estimated as stated below and will be invoiced at hourly billing rates as stated above.

a. Construction Administration	\$30,700
b. Construction Staking	\$16,000
c. Construction Observation	\$54,400
d. Construction Close-out and Record Drawings	<u>\$ 9,600</u>
Estimated Construction Phase (Hourly)	\$110,700

3. Additional services as outlined in Section I.B may vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other

entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000. The policy will include a \$2,000,000 General Liability Umbrella coverage.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies

(also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one percent (1.0%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties

may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CDBG CONTRACT REQUIREMENTS

CDBG Contract requirements as stated in Exhibit II are incorporated and included as requirements of this Agreement for Professional Services.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

Jon Kruse, Mayor

Timothy D. Luen 10-31-16
Date

October 31, 2016
Attest Date

Sue Vossberg, City Clerk

Neil Guess
Neil Guess, P.E., Project Engineer

Exhibit I
Scope of Services
North Central Stormwater Improvements Phase 2

We have identified below tasks necessary for successful completion of the North Central Stormwater Phase 2 Improvements.

The project includes the following major components to be completed:

1. Reconstruction of the 10th and Russell Street intersection.
2. Reconstruction of Spooner and Seneca Streets from 10th to 12th Streets.
3. Reconstruction of Seneca Street from Hwy 7 north to the S. Windsor Circle intersection.
4. Extension of permeable pavement section to Police Station if funding permits.
5. Integration of innovative storm water practices within the existing right of way to include: permeable pavement, tree box filters, bio-filtration, and other feasible storm water quality improvements.

TASK 1: PROJECT INITIATION AND PROJECT MANAGEMENT

Objective: The Bolton & Menk project team will facilitate a kick-off meeting with City staff and will provide effective project management services for the duration of the project.

Subtask 1.1: Kickoff Meeting:

The kick-off meeting will accomplish the following objectives:

- Introduce project team members and City representatives and establish communication protocols
- Review and confirm the scope of the project
- Review available information relative to the project
- Review and discuss specific infrastructure issues and the City of Storm Lake current design standards as they relate to the proposed improvements on this project
- Review and verify project schedules
- Conduct a field review of project area by project team members and City staff

Subtask 1.2: Progress Meetings

Two meetings will be held with City of Storm Lake staff after the initial kickoff meeting during the design process. These meetings will discuss findings, issues and schedule.

Subtask 1.3: Project Administration and Coordination

The City of Storm Lake can expect efficient project management from Bolton & Menk. Our Project Manager will ensure project expectations are understood and met in a timely, efficient manner. He will work closely with the Storm Lake's Project Manager to ensure clear and consistent communication is occurring and institute foresight for upcoming tasks and challenges.

Subtask 1.4: Project Communications

Bolton & Menk will have ongoing communications with City staff throughout the development, design and construction of the project.

TASK 2: PUBLIC INVOLVEMENT AND STAKEHOLDER INPUT

Objective: Develop and implement a plan to provide clear and understandable information, incorporate viable public comments into design solutions, and build consensus among project stakeholders.

Subtask 2.1: Property Owner Informational Meeting and Communications

The project team will be responsible for organizing and conducting one public informational meetings during the project development of the Erie Street streetscape.

- Public info gathering presentation meeting will happen early in the project development process in order to communicate to the effected property owners the general nature of the project and to gather information.

Project information will also be provided to property and business owners as appropriate during the development, design, and construction phases.

Subtask 2.2: Public Pre-Construction Meeting

The project team will be responsible for organizing and conducting a public informational meeting after the contract is awarded and before construction commences. Information to be presented at this meeting will include:

- Review of proposed improvements
- Anticipated construction schedule
- Introduce resident project representative to property owners and provide contact information
- Identify any issues regarding vehicular and pedestrian access, special needs individuals, garbage pickup and mail delivery, etc.
- Answer questions and address concerns

TASK 3: DATA COLLECTION

Objective: Topographic survey and utility information.

Subtask 3.1: Topographic Survey

Collect and process topographic survey and utility information needed to complete design drawings.

This subtask will also include a photo and video record of the project areas.

Subtask 3.2 – Base Plan Preparation

A base plan will be prepared showing the existing surface and subsurface conditions based on the information collected. The base plan will be prepared in a format compatible with the design software to be used.

Subtask 3.3 – Geotechnical Investigations Recommendations

A geotechnical engineering firm will provide 6-8 soil borings for the project area and will develop a soils analysis and pavement recommendations for each segment of the project. We will coordinate this task, with the city to contract directly for the service.

TASK 4: FINAL DESIGN AND PLAN AND SPECIFICATION PREPARATION

Objective: Complete the detailed design of the project improvements consistent with the conceptual design and grant received, in conformance with SUDAS, City of Storm Lake, Iowa Storm Water Manual, and other applicable standards, and provide bidding/construction documents and construction cost estimates.

Subtask 4.1 Water Quality Elements

Based on Public meeting input, staff feedback and project design team recommendations, a comprehensive water quality plan shall be developed. Detailed construction plans and details shall be developed for the following:

- Special paving plan for streets and intersections
- Landscaping plans and details, including bio-filtration areas

Subtask 4.2: Street and Surface Improvements

Complete detailed construction plans that are legible and constructible. This task includes preparation of the following plans:

- Removal plans and tabulations

- Plan and profile sheets (20 scale) showing plan dimensions, centerline/curb profiles, spot elevations and grades on sidewalks
- Construction details, including intersection detailsTypical sections, details and tabulations

Subtask 4.3: Drainage/Storm Water/Erosion Control

Complete the detailed design of new storm water improvements and low impact design or storm water management features. The team will also design temporary and permanent erosion control measures. The design will include storm water features as required by the grant received and meet the requirements of the Iowa Storm Water Manual. This task includes preparation of the following plans:

- Removal plans and tabulations
- Plan and profile sheets for storm water improvements
- Construction details for storm sewer elements, low-impact design elements and storm water management features

Subtask 4.4: Construction Staging

Our team will develop a construction staging plan that manages effective movement of vehicular and pedestrian traffic while maintaining construction progress throughout the corridor. This is especially important for residences that have limited access to their homes. The intent will be to work with the property owners during this phase to minimize closure. Staging plans will address traffic control needs for each stage of construction and include quantities and bid items for temporary items.

Subtask 4.5: General Plan Production

The project team will assemble the plan sheets described in previous tasks. This task includes preparation of other general sheets such as:

- Title Sheet
- General Layouts
- Statement of Estimated Quantities
- Miscellaneous Tabulations and Details

Final design and plans will conform to the requirements of the City of Storm Lake, SUDAS, IEDA, and IDNR standards.

Subtask 4.6: Project Manual

Prepare project manual for the project, including:

- General Information for Bidders: Advertisement for Bids, Instructions to Bidders, Special Bidding requirements/provisions
- General Conditions and Supplementary Conditions
- Information to be submitted with bid: Proposal, Bid Bond, Information requested from Bidder, etc.
- Agreement, Performance Bond and Payment Bond forms
- General Conditions
- Technical Specifications
- Reference Information: Geotechnical Investigation, other applicable information
- Provide standard CDBG clauses as required by the grant.

Subtask 4.7: Final Engineer's Estimate

An engineer's cost estimate will be prepared with breakdowns provided for the various construction elements and funding sources (if required).

Subtask 4.8: City Reviews

Plans will be reviewed with City staff at the 50% and 95% complete stages. The project manual will be reviewed with City staff at the 95% complete stages. Prepare statement of estimated quantities and estimated construction

cost at 50% and 95% complete stages. If required, changes will be made to the contract documents based on City staff review and comments. The final contract documents will be presented to the City Staff and City Council for approval.

TASK 5: UTILITY COORDINATION

Objective: Coordinate the utility impacts caused by the project.

Subtask 5.1: Utility Coordination

During the field data collection phase, Iowa One Call will be contacted to identify the utilities. A utility coordination meeting will be held to review the proposed construction and identify conflicts and required relocation. Utility coordination will be discussed again at the preconstruction meeting.

Subtask 5.2: Utility Relocation / Removal Plan

Utilities will be identified and mapped based on data provided, for use in final design. Location of existing public and private utilities located will be tabulated and anticipated impacts to each of the utilities associated with the improvements will be summarized.

TASK 6: BID PHASE

Objective: Prepare bid package and assist with public bid process.

The following services will be provided during the bidding phase:

- Assist City staff in the preparation of advertisement for bids and submittal to the local newspaper and other required publications; secure affidavits of publication from City.
- Post advertisement for bids on Bolton & Menk website.
- Upon request by prospective bidders, subcontractors or suppliers, distribute copies of the contract/bidding documents – hard copy, electronic documents or both. A nominal fee may be charged for bidding documents.
- Maintain and update plan holders list throughout bidding period.
- Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required.
- Assist City staff with the public opening and reading of the bids.
- Review bids and prepare bid tabulation of all bid items.
- Assist City staff in preparing recommendation for City Council regarding the award of the bid. Attend City Council meeting to answer any questions regarding the recommendation.

TASK 7: CONSTRUCTION PHASE SERVICES

Objective: Provide construction administration, construction staking and construction observation services

Subtask 7.1: Construction Administration

Perform construction administration services throughout the construction phase. Services to be provided include:

- Assist the City in the selection of geotechnical engineering company to complete the work. The City will contract with geotechnical engineering firm directly.
- With the assistance of City staff prepare contracts for execution by the City and the contractor
- Convene and preside over a preconstruction conference
- Provide supervision and support to resident project representative and perform regular on-site reviews
- Convene and preside over weekly construction progress meetings and prepare minutes
- Prepare change orders and written directives
- Review and approve shop drawings, materials lists, suppliers lists, and other required submittals by contractor
- Assist the resident project representative with the preparation, review and approval of partial pay requests
- Meet with affected property owners as required to answer specific questions or to address construction or design related concerns

- Obtain additional information from City staff, when required for proper execution of the work

Subtask 7.2: Construction Staking

Provide the detailed construction staking for the infrastructure elements to be constructed, including:

- Street improvements
- Storm sewer – pipe and structures
- Concrete sidewalk and driveways
- Street lighting
- Signage and striping
- Low impact design components
- Other miscellaneous infrastructure features

Subtask 7.3: Construction Observation

Once a construction phasing and time frame is established, the fee for construction observation will be finalized. For budgeting purposes, it is assumed that the construction period will be 16 weeks with an average of 32 hours per week of construction observation budgeted. This budget shall be mutually agreed upon prior to the commencement of construction. The Resident Project Representative responsibilities are described on the attached Exhibit I-1.

Subtask 7.4: Construction Close-Out and Record Drawings

Identify and address issues to be resolved before contract is closed out and final payment is made to the contractor:

- Conduct an on-site review of the project with City staff, contractor's representatives, subcontractor's representatives and other stakeholders as appropriate
- Develop an itemization of construction issues to be corrected or resolved (punchlist)
- Monitor completion of the punchlist items by the contractor
- Conduct a final project walk through with the City and the contractor to verify that all punchlist items have been completed to the satisfaction of the City
- Prepare final pay estimate and submit to contractor for review and approval. Resolve any issues regarding pay item quantities with the contractor.
- Secure all other documentation required from contractor for final payment, including lien releases, affidavits of withholding, acknowledgement by surety of final payment, etc.
- Gather field information collected by contractor and subcontractors during construction and incorporate with information collected by resident project representative to prepare record drawings in electronic format

City Participation: Attendance at construction meetings, provide additional information or input when requested by the Project Manager or RPR.

Deliverables: Copies of meeting notes, change orders, directives, shop drawings, materials lists, suppliers lists, pay requests and monthly newsletters; copies of staking notes and cut sheets; copies of construction diaries and other construction documentation; punchlist including updates, if required, final pay estimate; hard copy and electronic copies of record drawings.

BASIS OF FEE ASSUMPTIONS

For this proposal, assumptions were made as to the nature of how or why certain situations will be handled. These assumptions are as follows:

- Off-site improvement design will not be required
- Deliverables provided by owner are sufficient to be used for the basis for design
- Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed.
- Full time Resident Project Representative will not be required for the project, if requested billing will be at

standard rates.

- Easement exhibits if required will be provided by consultant with the assumption that Land Survey services to provide metes and bounds descriptions will not be required. Easement negotiations and easement document preparation will be completed by city
- Design and construction services for repair or replacement of either the city sanitary sewer mains or city water mains within the project corridor and not included within this scope. Adjustment of sanitary sewer or water main structures to finished finished grade is included.
- Geotechnical investigations contract to be with the City, consultant to coordinate the investigations
- Construction phase services required to resolve disputes for work not completed within the specified contract construction schedule will be deemed as an additional service to be invoiced by consultant at standard hourly rates.

EXHIBIT I-1

RESIDENT PROJECT REPRESENTATIVE NORTH CENTRAL STORMWATER IMPROVEMENTS, PHASE 2

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

- b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

- a. Record date of receipt of Shop Drawings and samples.
- b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
- c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.

- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.

8. Records:

- a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

Exhibit II
Required CDBG Requirements
North Central Stormwater Improvements, Phase 2

THE FOLLOWING SHOULD BE INCLUDED IN ALL CDBG PROJECT CONTRACTS:

A. Executive Orders 11246 and 11375.

The Engineer will comply with all provisions of Executive Orders 11246 and 11375. During the performance of this Contract, the Engineer agrees as follows:

- 1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Engineer will, in all solicitations or advertisement for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Engineer's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Engineer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- 5) The Engineer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Engineer may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The Engineer will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

B. Title VI of the Civil Rights Act of 1964.

This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

C. Iowa Civil Rights Act of 1965. The Engineer agrees to comply with Iowa Civil Rights Act of 1965, (Iowa Executive Order 34 and Iowa Code Chapter 19B.7), as amended, and Civil Rights Act of 1964 - Title VI which provides that no person shall, on the basis of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with CITY'S program funds.

D. Section 109 of Title I of the Housing and Community Development Act.

This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, sex, handicap, religion or religious affiliation, or age under any program or activity funded in whole or in part under Title I of this act.

E. Section 3 of the Housing and Urban Development Act of 1965 (as amended).

This act provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that Contracts awarded in connection with such project be awarded to businesses located in, or owned in substantial part by persons residing within, the project area.

The parties of this Contract will comply with the provisions of said Section 3 and certify and agree that they are under no contractual obligation or other disability which would prevent them from complying with these requirements.

F. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

G. Access to and Maintenance of Records. The Engineer must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Engineer shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.

H. Termination. The Owner and/or the Engineer shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Engineer to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Contract shall, at the option of the City, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

I. Government-wide Restriction on Lobbying. The Engineer agrees to comply with the certification regarding government-wide restriction on lobbying as follows:

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.
The Engineer certifies, to the best of his/her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid by or on behalf of Engineer, to any person for influencing or attempting to influence an officer of employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Engineer shall complete and submit Standard Form LLL-"Disclosure Form to report Federal Lobbying" in accordance with its instruction.

C. The Engineer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

J. Awarding Agency Reporting Requirements. The Engineer must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

K. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pub. L 94-163, 89 Stat. 871

L. Clean Air and Water Acts

- Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- Section 508 of the Clean Water Act [33 U.S.C. 1368].
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, the Engineer agrees as follows:

- 1) The Engineer will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- 2) The Engineer agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) The Engineer agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- 4) The Engineer agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

Staff Summary

11/7/2016

Agenda Item # 15.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Motion to Approve Agreement for Professional Services for the 1st and Mae Street Lining Project

BACKGROUND: 1st and Mae Street Lining Project is one of the eight projects funded by the Community Development Block Grant-National Disaster Resiliency Competition. This project is scheduled to begin construction Spring, 2017.

The contract with Veenstra & Kimm, Inc. includes all project initiation and project management, data collection, final design and plan specification preparation, preparing bid packages, and construction phase services.

This is one of the top priorities in the City's Green Infrastructure Plan for Water.

FISCAL IMPACT: Engineering and Design will not exceed \$82,500
Engineering and Construction Observation will not exceed \$97,500
Total contract is for \$180,000 and will be funded 75% by grant funds and 25% by City funds.

RECOMMENDATION: Approve motion

ATTACHMENTS:

Description	Type
□ 1st and Mae Agreement	Contract

AGREEMENT

COMMUNITY DEVELOPMENT BLOCK GRANT – NDR PROJECT 1ST AND MAE STREET LINING PROJECT CITY OF STORM LAKE, IOWA

THIS AGREEMENT, made and entered into this 7th day of November, 2016, by and between the **CITY OF STORM LAKE, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal office in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City has received a Community Development Block Grant – NDR (Disaster Resiliency Program) grant for improvements to the sanitary sewer system and stormwater drainage system in the City of Storm Lake, and

WHEREAS, based on proposals received, the City selected the Engineers to provide the engineering services on the trunk sewer lining from the Memorial Lift Station to 1st and Mae Street with said improvements to be referred to as the Project or 1st and Mae Street Lining Project, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does retain the Engineers for professional services as set forth herein for the Project. The Agreement is subject to the following terms, conditions and stipulations, to wit:

1. SCOPE OF PROJECT. The Scope of the Project shall include the following:

- a. Cured-in-place pipe (CIPP) lining of existing 18” and 24” trunk sanitary sewers extending from the Memorial Lift Station westerly to the vicinity of 1st and Mae Street.

The Scope of the Project may be modified during the design of the Project by mutual agreement of the City and Engineers.

- 2. DESIGN SERVICES.** The Engineers shall provide engineering design services to develop and complete the preliminary design and final design of the Project as set forth in **1. SCOPE OF PROJECT**.
- 3. DESIGN AND PROJECT CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to details of design of the Project.
- 4. PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Five (5) sets of final plans and specifications shall be submitted to the City.

The Engineers shall make available and distribute plans and specifications in accordance with Section 26.3(2) of the Code of Iowa. The City shall reimburse the Engineers the cost for plans and distribution as required in Section 26.3(2) of the Code of Iowa. The reimbursement for plans and distribution shall be distinct from, and not included in, the design fees set forth in this Agreement. The Engineers shall separately track and account for the cost of plans and distribution, and shall separately invoice the City for said costs as allowed under Section 26.3(2) of the Code of Iowa.

5. **AGENCY REVIEW AND APPROVAL.** The Engineers shall submit the final design plans and specifications to the Iowa Department of Natural Resources, Iowa Economic Development Authority and any related state agencies for review and approval. The Engineers shall incorporate any requested modifications in the plans and specifications either in the final design documents or by addendum during the bidding phase of the Project.
6. **CONSTRUCTION PERMITS.** The Engineers shall be responsible to obtain all necessary permits for construction of the Project including permits required from the Iowa Department of Natural Resources, the Iowa Department of Transportation and the Corps of Engineers.
7. **COST ESTIMATE.** The Engineers shall prepare an estimated cost for the Project based upon the design developed. The Engineers shall periodically update the estimate of cost as the design is completed. If the Engineers anticipate that the actual Project cost will exceed the estimated Project cost, the Engineers shall immediately notify the City. The Engineers shall not be responsible to the City for any variation between the estimated Project cost and the actual cost of the construction contract based on competitive bids.
8. **PROGRESS REPORTS.** During the design phase the Engineers shall confer with the City every thirty (30) days to report Project status. A written progress report shall be submitted every thirty (30) days. Such progress reports shall be written in such a way that they are suitable for use as a City informational item.
9. **EASEMENTS AND ACQUISITIONS.** The Engineers shall determine the extent of easement or land acquisition required for the Project. The Engineers shall prepare new easement descriptions and plats and acquisition descriptions and plats as required for the Project. The descriptions and plats shall be provided to the City for land acquisition.
10. **BOUNDARY SURVEYS.** The Engineers shall provide all necessary boundary surveys associated with the Project including boundary surveys of property acquisition interest including fee title and permanent easement interest.
11. **GEOTECHNICAL ENGINEERING.** The Engineers shall retain the services of a geotechnical consultant to provide appropriate soil borings and geotechnical reports and recommendations concerning the Project.
12. **PUBLIC PARTICIPATION.** The Engineers shall attend public meetings including City Council meetings and interested party meetings as necessary to explain and set forth the Project.
13. **AGENCY MEETINGS.** The Engineers shall attend such meetings as determined by appropriate State and Federal agencies to review and provide information on the Project as requested by the City or agency.
14. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to contractors and shall provide plans and specifications for prospective bidders. The Engineers shall assist the City during the bidding phase of the Project and prepare required addenda.
15. **AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened and shall prepare a tabulation of bids for the City and shall advise the City in making the award. After the award is made, the Engineers shall assist in the preparation of necessary contract documents, transmit them to the contractor for execution and deliver them to the City.

16. GENERAL SERVICES DURING CONSTRUCTION. The general services portion of the construction management services shall include the following:

- a. Attend and conduct preconstruction conference.
- b. Attend conferences with the City, contractor and utility companies.
- c. Assist in interpretation of plans and specifications.
- d. Process and certify payment estimates of the contractor to the City.
- e. Provide written monthly progress reports to the City showing construction progress on the Project.
- f. Review shop drawings and data of manufacturers.
- g. Make routine and special trips to the Project site as required.
- h. Coordinate work of testing laboratories.
- i. Consult with and advise the City, and prepare routine change orders as required.
- j. Make final review after construction is completed to determine if the construction complies with the plans and specifications, and certify that the reviews were made and that, to the best of the knowledge and belief of the Engineers, the work under the contract has been substantially completed in accordance with the plans and specifications.
- k. Provide the City with one (1) reproducible set of plans and three (3) sets of blue-line prints showing the final as-built construction.

17. CONSTRUCTION STAKING. The Engineers shall provide construction staking services. The Engineers shall be responsible to provide one complete set of construction staking. Additional staking required by the contractor's activities shall be considered Extra Work.

18. RESIDENT REVIEW. Resident review services is understood to include the detailed observation and review of the work of the contractor and materials for substantial compliance with the plans and specifications.

The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such full or part-time periods as may be reasonably required to observe and review the construction work. The personnel assigned and the period of such assignment shall be subject to the Agreement of the parties hereto.

19. RESPONSIBILITY OF THE CITY. Unless stated otherwise, the City shall furnish the following information: design and construction standards, zoning or deed restrictions, and permission for access to private property to perform work.

20. COMPLETION. The final design for the Project shall be completed as follows:

- a. Design and preparation of the plans and specifications: March 15, 2017.

- b. Resident review and construction administration: August 31, 2017, or such other date as may be agreed upon based on the schedule of the Project.

21. COMPENSATION. The City shall compensate the Engineers for services under this Agreement as follows:

- a. For design services as set forth in **2. DESIGN SERVICES** through **14. ADVERTISEMENT FOR BIDS** for the Project the fee shall be on the basis of the Engineers standard hourly fees plus reimbursement of direct expenses with a maximum not to exceed fee of \$82,500.
- b. Resident review and construction administration services as set forth in **15. AWARD OF CONTRACT** through **18. RESIDENT REVIEW** for the Project the fee shall be on the basis of the Engineers standard hourly fees plus reimbursement of direct expenses with a maximum not to exceed fee of \$97,500.
- c. The City shall compensate the Engineers for the cost of plans and distribution of plans as set forth in **4. PLANS AND SPECIFICATIONS** above as provided in Section 26.3(2) of the Code of Iowa. The reimbursement of the cost of plans and distribution of plans as required under Section 26.3(2) of the Code of Iowa is not included in the fees for services set forth under this Agreement.

22. METHOD OF PAYMENT. The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.

Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.

23. NOTICE TO PROCEED. Approval of this Agreement by the City shall constitute Notice to Proceed for work under this Agreement.

24. TERMINATION OF AGREEMENT. The City may terminate this Agreement for the convenience of the City upon seven (7) days written notice to the Engineers. In the event of termination for the convenience of the City, the Engineers shall be paid proportionately for the work and services performed to the date of termination.

25. TITLE TRANSFER. The products of this Agreement shall be the property of the City. Nothing in this Agreement shall be construed as restricting the right of the Engineers to retain in their possession copies of the products of this Agreement.

The Engineers' reuse of the exact design developed under this Agreement is prohibited unless authorized by the City. The City may reuse the design, but in doing so, shall assume all liability for the design.

26. CONFIDENTIALITY. No reports, information and/or data given to or prepared or assembled by the Engineers under this Agreement shall be made available to any individual or organization by the Engineers without the prior written approval of the City. The Engineers shall have the right to communicate directly with Iowa Department of Natural Resources during the progress of the Agreement to achieve a timely review and approval of the Project.

27. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions, or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
28. **INSURANCE.** The Engineers shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the City of Storm Lake is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.
- | | |
|--|-----------------------|
| General Liability* | \$1,000,000/2,000,000 |
| Automobile Liability | 1,000,000 |
| Excess Liability (Umbrella)* | 7,000,000/7,000,000 |
| Workers' Compensation, Statutory Benefits Coverage B | 1,000,000 |
| Professional Liability**,*** | 2,000,000/2,000,000 |
- *Occurrence/Aggregate
 **The City is not to be named as an additional insured
 ***Claims made basis
29. **ERRORS OR DEFICIENCIES.** The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant.
30. **MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.
31. **LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
32. **SERVICES NOT INCLUDED.** Services not included under this Agreement include the following:
- Archaeological investigation services.
 - Environmental assessment services.
 - Property acquisition services.
 - Services related to any claim or arbitration associated with construction of the Project.

33. CONTRACT PROVISIONS. The following provisions are incorporated in and made a part of this Agreement:

a. Access To and Maintenance of Records.

- i. The Engineers shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary to the City to assure proper accounting for all Project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City, its authorized representative, authorized state or Federal officials, and will be retained for five years after the expiration of this Agreement unless permission to destroy them is granted by the City.
- ii. At any time during normal business hours and as frequently as is deemed necessary, the Engineers shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the City, Department of Housing and Urban Development, and Secretary of Labor, the Department of Economic Development or their authorized representatives, for purposes of investigation to ascertain compliance.

b. Civil Rights

- i. Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- ii. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as Amended. Discrimination in housing on the basis of race, color, religion, sex or national origin is generally prohibited.
- iii. Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
- iv. Section 109 of Title I of the Housing and Community Development Act of 1974, as Amended (42 U.S.C. 5309). No person in the United States shall on the grounds of race, color, physical or mental disabilities, national origin, religion or religious affiliations, age, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- v. The Age Discrimination Act of 1975, as Amended (42 U.S.C. 1601 et seq.) No person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving Federal funds.
- vi. Section 504 of the Rehabilitation Act of 1973, as Amended (P.L. 93-112, 29 U.S.C. 794). No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or be subjected to discrimination under any program or activity receiving Federal funds.
- vii. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications.

- viii. Section 3 of the Housing and Urban Development Act of 1968, As Amended (12 U.S.C. 1701u). This act provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower-income residents of the Project area. Section 3 also provides that contracts awarded in connection with such Project be awarded to businesses located in, or owned in substantial part by persons residing within the Project area.

The parties of this Agreement will comply with the provisions of said Section 3 and certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- ix. Federal Executive Order 11246, as Amended by Executive Order 11375. Provides that no one be discriminated in employment.
- x. Federal Executive Order 11063, as Amended by Executive Order 12259. No person shall, on the basis of race, color, religion, sex or national origin be discriminated against in housing and related facilities provided with Federal assistance, or discriminated against in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.
- c. Certification Regarding Government-Wide Restriction On Lobbying. The Engineers certify, to the best of their knowledge and belief, that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineers, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Engineers shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Engineers shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. Equal Employment Opportunity. During the performance of this Agreement, the Engineers agree as follows:
- i. The Engineers will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Engineers will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineers agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
 - ii. The Engineers will, in all solicitations or advertisements for employees placed by or on behalf of the Engineers, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, or national origin.
 - iii. The Engineers will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Engineers' commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. The Engineers will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - v. The Engineers will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vi. In the event of the Engineers' non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Engineers may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - vii. The Engineers will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineers will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Engineers become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Engineers may request the United States to enter into such litigation to protect the interests of the United States.

e. Clean Air and Water Acts

- Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- Section 508 of the Clean Water Act [33 U.S.C. 1368].
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, the Engineer agrees as follows:

- i. The Engineer will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- ii. The Engineer agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- iii. The Engineer agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Excluded Party Listing System.
- iv. The Engineer agrees that it will include or cause to be included the criteria and requirements in Paragraph (a) through (d) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

34. **REMEDIES.** In the event the Engineers violates or breaches the terms of this Agreement the City may terminate the contract for cause as provided in **24. TERMINATION OF AGREEMENT** above. The City may seek any additional remedies available to it at law or in contract.
35. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto. The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.
36. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state this Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF STORM LAKE, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By _____
H. R. Veenstra Jr., President

By _____

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION

(Effective July 2016)

Management I.....	\$158.00
Management II.....	156.00
Process Engineer.....	175.00
Engineer I-A.....	158.00
Engineer I-B.....	148.00
Engineer I-C.....	142.00
Engineer II.....	130.00
Engineer II-B.....	122.00
Engineer III-A.....	115.00
Engineer III-B.....	108.00
Engineer III-C.....	104.00
Engineer IV.....	100.00
Engineer V.....	93.00
Engineer VI.....	88.00
Engineer VII.....	84.00
Engineer VIII.....	80.00
Engineer IX.....	74.00
Engineer X.....	67.00
Engineer XI.....	63.00
Design Technician.....	88.00
Planner I.....	100.00
Planner II.....	75.00
Planner III.....	69.00
Drafter I.....	87.00
Drafter II.....	74.00
Drafter III.....	70.00
Drafter IV.....	66.00
Drafter V.....	56.00
Drafter VI.....	52.00
Drafter VII.....	43.00
Clerical I.....	80.00
Clerical II.....	56.00
Clerical III.....	41.00
Clerical IV.....	33.00
Construction Manager.....	150.00
Surveyor I.....	90.00
Surveyor II.....	81.00
Technician I.....	77.00
Technician II.....	71.00
Technician III.....	67.00
Technician IV.....	62.00
Technician V.....	56.00
Technician VI.....	52.00
Technician VII.....	45.00
Technician VIII.....	40.00
Technician IX.....	33.00
Building Inspector I.....	140.00
Building Inspector II.....	74.00
Robotics.....	30.00/Hour
GPS.....	30.00/Hour
Leica Total Station.....	20.00/Hour
Total Station Robotics.....	15.00/Hour
Tablet.....	45.00/Hour
Fluoroscope.....	50.00/Hour
4-Wheeler.....	45.00/Day
Mileage.....	.54¢/Mile

Staff Summary

11/7/2016

Agenda Item # 16.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

[p \(712\) 732-8000](tel:(712)732-8000)

[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Motion to Approve Agreement for Professional Services for the 10th and Ontario Stormwater Improvement Project

BACKGROUND: Ontario Stormwater Improvement Project is one of the eight projects funded by the Community Development Block Grant-National Disaster Resiliency Competition. This project is scheduled to begin construction Spring, 2017.

The contract with EOR Iowa, LLC includes all project initiation and project management, data collection, final design and plan specification preparation, preparing bid packages, and construction phase services.

This is one of the projects listed in the City's Green Infrastructure Plan for Water.

FISCAL IMPACT: Engineering and Design will not exceed \$237,600
Construction Administration will not exceed \$59,400
Total contract is for \$297,000 and will be funded 75% by grant funds and 25% by City funds.

RECOMMENDATION: Approve motion

ATTACHMENTS:

Description	Type
10th Ontario Agreement	Contract

ENGINEERING CONSULTANT STANDARD SERVICE CONTRACT

This Agreement is effective on the _____ day of _____, 2016, by and between the City of Storm Lake, Iowa (“Client”) and Emmons & Olivier Resources, Inc., a Minnesota Corporation and EOR Iowa, LLC, an Iowa Corporation, (collectively “Consultant”) for services that Consultant will perform for the 10th and Ontario Stormwater Improvement Project Storm Lake, Iowa (the “Site”).

SCOPE OF SERVICES

Consultant will provide Client with the services described in the Consultant’s proposal, attached as Attachment I and incorporated by reference (the “Work”).

COMPENSATION

Client agrees to pay Consultant the fees stated in Attachment I (the “Fees”) for the Work, not to exceed \$297,000. Client agrees to pay for any services that are (a) required because of a material increase in the scope of the Work or (b) requested in addition to the Work on a time and materials basis at the rates provide in the Consultant’s schedule of fees which are a part of Attachment I unless otherwise agreed to by both parties in writing.

GENERAL CONDITIONS

This Agreement is subject to the following General Conditions:

SECTION 1: FEE PAYMENT

1.1 Consultant will submit invoices to Client monthly with a final invoice on completion of the Work. Invoices will show charges based on the Fees. A detailed separation of charges and backup data will be provided at Client’s request.

1.2 Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid. Payments will be credited first to interest and then to principal.

1.3 If Client fails to pay Consultant within sixty (60) days after invoice date, Consultant may deem failure to pay a breach of this Agreement, terminate the same, and be relieved of any and all duties under this Agreement.

SECTION 2: PROJECT INFORMATION

2.1 Client will provide to Consultant in writing information known to Client regarding existing and proposed conditions of the Site. The information will include without limitation, but only as appropriate to the work, as-built blueprints, mechanical drawings, construction specifications, operating and performance criteria for mechanical systems, site plans, hydrologic data, subsurface or latent physical conditions at the Site, previous soil data including borings, field or laboratory tests, and written reports, and notice of all known hazardous, toxic, radioactive, pollutant, or irritant conditions at the Site (“Project Information”).

2.2 Client will immediately transmit to Consultant any updates, revisions, or additions to the Project information as they become available to it or its consultants.

SECTION 3: OWNERSHIP - DOCUMENTS

3.1 Consultant will prepare and deliver to Client certain design documents as instruments of the professional services performed. All design documents delivered to Client will become the property of Client; provided, however, Consultant will retain an ownership and property interest (including the right to reuse). Client will, to the fullest extent permitted by applicable law, indemnify, defend, and hold harmless Consultant from and against any and all claims, liabilities, losses, damages, costs, or expenses including, without limitation, reasonable attorney’s fees, awards, fines, or judgments arising out of or related to: (a) use of the design documents for locations or times not covered by the design documents; (b) use of information from the design documents out of context; or (c) interpretation of the meaning of the design documents by third parties without the written consent of Consultant.

3.2 Client agrees that all reports and other instruments of professional service furnished to the Client that are not paid for will be returned to Consultant upon written demand by Consultant and will not be used by Client for any purpose.

3.3 Consultant will retain all pertinent records relating to the Work for a period of three (3) years after the report is delivered. During that time, the records will be made available to Client during Consultant's normal business hours.

3.4 Consultant understands that all documents related to the project are by Iowa Law considered public record and shall be provided to the City of Storm Lake and the City shall have the right to distribute as such.

SECTION 4: STANDARD OF CARE

4.1 The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services. Consultant and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

4.2 Consultant shall provide construction oversight for various parts of the construction and shall act as the City's representative on the project site from time to time, however Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

4.3 Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

4.4 Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

SECTION 5: INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 Client and Consultant each agree to indemnify and hold the other (and their respective officers, employees, and agents) harmless for losses resulting from and to the extent of its own negligence or willful-misconduct, except as provided in Section 5.2.

5.2 Notwithstanding the provisions of Sections 5.1, Consultant will not be responsible for any consequential, special, or indirect damages or any loss of anticipated profits sustained by Client, its successors or assigns.

5.3 Nothing in this Section 5 will be deemed a waiver of any statutory limitation of liability or any obligation set out in this Agreement.

SECTION 6: INSURANCE

Consultant will carry: (a) workers' compensation and employer's liability insurance to comply with laws of the state in which any project is undertaken by Consultant under this Agreement and applicable Federal laws, (b) comprehensive general liability insurance with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence and \$2 million aggregate and with completed operations coverage having a \$1 million aggregate limit, (c) comprehensive automobile liability insurance, covering all automobiles, trucks, and miscellaneous powered and automotive equipment owned or used by Consultant, with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence, and (d) professional liability insurance in an amount not less than \$1 million per occurrence. Certificates for insurance will be provided to Client upon request.

SECTION 7: ATTORNEY'S FEES

In the event of any controversy, claim, dispute, or litigation between the parties related to this Agreement or its breach, the prevailing party will be entitled to recover from the other party, in addition to other relief as may be granted, a reasonable sum as and for its attorney's fees together with expert's fees and other costs incurred as may be determined by a court of competent jurisdiction. Client also agrees to pay all costs of collection, including reasonable attorney's fees, in the event

payment is not received as provided herein; this liability for attorney fees is not contingent upon suit being filed by Consultant.

SECTION 8: SITE LOCATION/ACCESS /PERMITS AND APPROVALS

8.1 Client will provide access to the Site for Consultant personnel and equipment as Consultant may deem necessary to complete the Work.

8.2 Consultant will take reasonable precautions to minimize damage to property on which it performs Work. Client agrees, however, that some damages may occur to property in the normal course of work absent negligence by Consultant and that the correction of any damage to property will be undertaken by Consultant and billed to Client. In the event of negligence by Consultant resulting in damage to property, Consultant will bear the cost of correcting the damage in proportion to its negligence.

SECTION 9: AGENCY/RIGHT OF ENTRY

In order to permit timely access to properties owned by third parties where access is deemed by Consultant to be necessary or beneficial to the Work, Client hereby appoints Consultant and its employees as its agent authorized to execute right of entry agreements on behalf of Client. Client agrees that Consultant's failure to obtain entry to property owned by third parties will not be deemed a breach of this Agreement and Consultant will have no obligation to provide indemnification of third parties, or otherwise obligate itself, in order to obtain entry to property.

SECTION 10: UTILITIES

Consultant will take reasonable precautions in locating and identifying all subterranean structures or utilities and to avoid damage or injury to subterranean structures or utilities. However, Consultant may reasonably rely on Project Information and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has proceeded with reasonable precautions and in reliance on that information.

SECTION 11: FORCE MAJEURE

If completion of any portion of the Work is delayed for causes beyond the control of or without the fault of Consultant including Force Majeure, the time of performance of the Work will be extended for a period equal to the delay. Force Majeure includes, without limitation, acts of God; acts of the public enemy; acts of federal, state, local, or foreign governments; acts of Client's subconsultants or agents; fires; floods; epidemics; strikes; riots; freight embargoes; and unusually severe weather.

SECTION 12: TERMINATION

12.1 This Agreement may be terminated by either party for purposes of convenience upon seven (7) calendar days written notice.

12.2 This Agreement may be terminated by either party upon seven (7) calendar days written notice if there is a substantial failure of performance by the other party.

12.3 Termination will not be effective if the substantial failure is remedied before expiration of the seven (7) days notice.

12.4 Termination Notice shall be in the form of a certified letter.

12.5 Upon termination, Consultant will be paid for services completed but not yet paid.

SECTION 13: ASSIGNMENT

Neither party may delegate duties or assign interest in this Agreement without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld, except Consultant may use the services of persons and entities not in its employ when it is customary to do so. These may include, without limitation, surveyors, specialized consultants, drilling contractors, testing laboratories, and construction contractors.

SECTION 14: MISCELLANEOUS

14.1 The parties acknowledge that this Agreement supersedes all written and oral agreements, if any, between the parties, and that this Agreement constitutes the entire and only agreement pertaining to the Work.

14.2 This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the respective parties hereto.

14.3 This Agreement will be construed, the rights and obligations created hereby will be governed, and the remedies available will be provided in accordance with the laws of the state in which the Work is performed, regardless of the conflict of law principles customarily applied by the courts of any jurisdiction. Venue and adjudication will be in that state.

14.4 Any of the terms or conditions of this Agreement may be waived at any time by the party that is entitled to benefit therefrom, but no waiver will affect or impair the right of the waiving party to require observance, performance, or satisfaction of any other term or condition hereof. Any of the terms or provisions of this Agreement may be amended or modified at any time by agreement in writing executed by each party hereto.

14.5 All provisions of this Agreement allocating responsibility between Client and Consultant will survive the completion of the Work or termination of this Agreement.

14.6 Any provision or part of this Agreement adjudicated to be void or unenforceable under any law will be deemed deleted, such deletion to apply only with respect to the jurisdiction in which such adjudication is made, and all remaining provisions will continue to be valid and binding upon the parties. The parties agree that this Agreement will be reformed to replace the deleted provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the deleted provision.

14.7 In keeping with the intent of the parties that this is the entire Agreement between them, the parties agree that the preprinted terms and conditions of any Client activating letter/purchase order issued to request Work pursuant to this Agreement will not apply to the Work, regardless of whether Consultant executes the activating letter/purchase order in acceptance of the Work.

14.8 Client has authority to enter into this Agreement and any person signing it on Client's behalf has been duly authorized to sign.

14.9 Awarding Agency Reporting Requirements. The Engineer must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

14.10 Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.(Pub. L 94-163, 89 Stat. 871)

SECTION 15: COMMUNITY DEVELOPMENT BLOCK GRANT REQUIRED PROVISIONS

By virtue of the federal funding provided for under this agreement, the Client and Consultant shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification, but not limited to, the following:

Civil Rights Laws

15.1 Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-19) and implementing regulations (Fair Housing Act).

15.2 The guarantees of inclusion and benefit from federal funding in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1).

15.3 The civil rights guarantees for persons with disabilities in the Americans with Disabilities Act (42 U.S.C. 12101-12213), as amended.

15.4 The guarantees of inclusion and benefit from funding under Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5309) as amended.

15.5 The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended;

15.6 The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794), as amended.

15.7 The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701.

15.8 The requirements of Executive Order 11063, as amended by Executive Order 12259.

15.9 The requirements of Executive Orders 11625, 12432, and 12138 to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.

15.10 Pursuant to the requirements of Executive Order 11246, as amended by Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60, during the performance of this contract, the Consultant agrees as follows:

- i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the Consultant's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The Consultant will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

15.11 The Iowa Civil Rights Act of 1965.

Access and Maintenance of Records

15.12 The Consultant must maintain all required records for five years after final payments are made and all other pending matters are closed.

15.13 The Consultant shall maintain all books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract to the extent and in such detail as will properly reflect all costs,

direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract as specified in 261- -Chapter 23, Iowa Administrative Code and OMB Circular A-102.

15.14 At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

Federal Environmental Laws

15.15 Pursuant to the requirements of the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended, during the performance of this contract, the Consultant agrees as follows:

- i. The Consultant will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- ii. The Consultant agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- iii. The Consultant agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- iv. The Consultant agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

Certification regarding government-wide restriction on lobbying

15.16 The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

15.17 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

Housing and Urban Development Act of 1968

Section 3

15.18 The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

15.19 The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

15.20 The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

15.21 The Consultant will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

15.22 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

WHEREUPON, the parties caused this Agreement to be duly executed and to be effective on the date first above written.

SIGNATURES

Emmons & Olivier Resources, Inc.

By _____
Signature

Printed Name

Its _____
Title

EOR Iowa, LLC.

By _____
Signature

Printed Name

Its _____
Title

Client: City of Storm Lake

By _____
Signature

Jon F. Kruse
Printed Name

Its _____
Mayor
Title

ATTACHMENT I

PROJECT	ENGINEERING & CONSTRUCTION OBSERVATION BUDGET	TASK	%	ITEMIZED BUDGET
10TH & ONTARIO STORMWATER IMPROVEMENTS	\$297,000	Field investigation & Existing Conditions	5%	\$14,850
		Modeling	10%	\$29,700
		Preliminary Design (60%)	10%	\$29,700
		Final Design (90%)	15%	\$44,550
		Construction Documents (100%)	20%	\$59,400
		Meetings, Presentations and Project Coordination	5%	\$14,850
		Survey & Legal	5%	\$14,850
		Geotechnical Borings & Coordination	5%	\$14,850
		Bidding Assistance	5%	\$14,850
		Construction Administration	20%	\$59,400
		Other - 1	0%	\$0
		Other - 2	0%	\$0
			100%	\$297,000

Hourly Fee Schedule

<u>Classification</u>	<u>Hourly Rate (*)</u>
Professional 1	\$102.00
Professional 2	\$129.00
Professional 3	\$153.00
Professional 4	\$173.00
Technician 1	\$74.00
Technician 2	\$88.00
Technician 3	\$106.00
Principal Partner	\$215.00
Support Staff	\$69.00

Professionals:

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

Technicians:

Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

Principal Partners:

Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

Support Staff:

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

Additional Notes:

- *Reimbursable expenses (Reproduction, Printing, Duplicating, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Travel expenses are included in hourly rates*
- *Subcontracted services will be billed at cost plus 15% to cover overhead expenses.*

(*) Rates reviewed and adjusted on an annual basis.

Staff Summary

11/7/2016

Agenda Item # 17.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Motion to Approve Agreement for Professional Services for the Oates Street Stormwater Improvement Project

BACKGROUND: Oates Street Stormwater Improvement Project is one of the eight projects funded by the Community Development Block Grant-National Disaster Resiliency Competition. This project is scheduled to begin construction Spring, 2017.

The contract with EOR Iowa, LLC. includes all project initiation and project management, data collection, final design and plan specification preparation, preparing bid packages, and construction phase services.

This project was identified in the City's Green Infrastructure Plan for Water.

FISCAL IMPACT: Engineering and Design will not exceed \$109,600
Construction Administration will not exceed \$27,400
Total contract is for \$137,000 and will be funded 75% by grant funds and 25% by City funds.

RECOMMENDATION: Approve motion

ATTACHMENTS:

Description	Type
□ Oates Street Agreement	Contract

ENGINEERING CONSULTANT STANDARD SERVICE CONTRACT

This Agreement is effective on the _____ day of _____, 2016, by and between the City of Storm Lake, Iowa (“Client”) and Emmons & Olivier Resources, Inc., a Minnesota Corporation and EOR Iowa, LLC, an Iowa Corporation, (collectively “Consultant”) for services that Consultant will perform for the Oates Street Stormwater Improvements Project, Storm Lake, Iowa (the “Site”).

SCOPE OF SERVICES

Consultant will provide Client with the services described in the Consultant’s proposal, attached as Attachment I and incorporated by reference (the “Work”).

COMPENSATION

Client agrees to pay Consultant the fees stated in Attachment I (the “Fees”) for the Work, not to exceed \$137,000. Client agrees to pay for any services that are (a) required because of a material increase in the scope of the Work or (b) requested in addition to the Work on a time and materials basis at the rates provide in the Consultant’s schedule of fees which are a part of Attachment I unless otherwise agreed to by both parties in writing.

GENERAL CONDITIONS

This Agreement is subject to the following General Conditions:

SECTION 1: FEE PAYMENT

1.1 Consultant will submit invoices to Client monthly with a final invoice on completion of the Work. Invoices will show charges based on the Fees. A detailed separation of charges and backup data will be provided at Client’s request.

1.2 Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid. Payments will be credited first to interest and then to principal.

1.3 If Client fails to pay Consultant within sixty (60) days after invoice date, Consultant may deem failure to pay a breach of this Agreement, terminate the same, and be relieved of any and all duties under this Agreement.

SECTION 2: PROJECT INFORMATION

2.1 Client will provide to Consultant in writing information known to Client regarding existing and proposed conditions of the Site. The information will include without limitation, but only as appropriate to the work, as-built blueprints, mechanical drawings, construction specifications, operating and performance criteria for mechanical systems, site plans, hydrologic data, subsurface or latent physical conditions at the Site, previous soil data including borings, field or laboratory tests, and written reports, and notice of all known hazardous, toxic, radioactive, pollutant, or irritant conditions at the Site (“Project Information”).

2.2 Client will immediately transmit to Consultant any updates, revisions, or additions to the Project information as they become available to it or its consultants.

SECTION 3: OWNERSHIP - DOCUMENTS

3.1 Consultant will prepare and deliver to Client certain design documents as instruments of the professional services performed. All design documents delivered to Client will become the property of Client; provided, however, Consultant will retain an ownership and property interest (including the right to reuse). Client will, to the fullest extent permitted by applicable law, indemnify, defend, and hold harmless Consultant from and against any and all claims, liabilities, losses, damages, costs, or expenses including, without limitation, reasonable attorney’s fees, awards, fines, or judgments arising out of or related to: (a) use of the design documents for locations or times not covered by the design documents; (b) use of information from the design documents out of context; or (c) interpretation of the meaning of the design documents by third parties without the written consent of Consultant.

3.2 Client agrees that all reports and other instruments of professional service furnished to the Client that are not paid for will be returned to Consultant upon written demand by Consultant and will not be used by Client for any purpose.

3.3 Consultant will retain all pertinent records relating to the Work for a period of three (3) years after the report is delivered. During that time, the records will be made available to Client during Consultant's normal business hours.

3.4 Consultant understands that all documents related to the project are by Iowa Law considered public record and shall be provided to the City of Storm Lake and the City shall have the right to distribute as such.

SECTION 4: STANDARD OF CARE

4.1 The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services. Consultant and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

4.2 Consultant shall provide construction oversight for various parts of the construction and shall act as the City's representative on the project site from time to time, however Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

4.3 Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

4.4 Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

SECTION 5: INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 Client and Consultant each agree to indemnify and hold the other (and their respective officers, employees, and agents) harmless for losses resulting from and to the extent of its own negligence or willful-misconduct, except as provided in Section 5.2.

5.2 Notwithstanding the provisions of Sections 5.1, Consultant will not be responsible for any consequential, special, or indirect damages or any loss of anticipated profits sustained by Client, its successors or assigns.

5.3 Nothing in this Section 5 will be deemed a waiver of any statutory limitation of liability or any obligation set out in this Agreement.

SECTION 6: INSURANCE

Consultant will carry: (a) workers' compensation and employer's liability insurance to comply with laws of the state in which any project is undertaken by Consultant under this Agreement and applicable Federal laws, (b) comprehensive general liability insurance with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence and \$2 million aggregate and with completed operations coverage having a \$1 million aggregate limit, (c) comprehensive automobile liability insurance, covering all automobiles, trucks, and miscellaneous powered and automotive equipment owned or used by Consultant, with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence, and (d) professional liability insurance in an amount not less than \$1 million per occurrence. Certificates for insurance will be provided to Client upon request.

SECTION 7: ATTORNEY'S FEES

In the event of any controversy, claim, dispute, or litigation between the parties related to this Agreement or its breach, the prevailing party will be entitled to recover from the other party, in addition to other relief as may be granted, a reasonable sum as and for its attorney's fees together with expert's fees and other costs incurred as may be determined by a court of competent jurisdiction. Client also agrees to pay all costs of collection, including reasonable attorney's fees, in the event

payment is not received as provided herein; this liability for attorney fees is not contingent upon suit being filed by Consultant.

SECTION 8: SITE LOCATION/ACCESS /PERMITS AND APPROVALS

8.1 Client will provide access to the Site for Consultant personnel and equipment as Consultant may deem necessary to complete the Work.

8.2 Consultant will take reasonable precautions to minimize damage to property on which it performs Work. Client agrees, however, that some damages may occur to property in the normal course of work absent negligence by Consultant and that the correction of any damage to property will be undertaken by Consultant and billed to Client. In the event of negligence by Consultant resulting in damage to property, Consultant will bear the cost of correcting the damage in proportion to its negligence.

SECTION 9: AGENCY/RIGHT OF ENTRY

In order to permit timely access to properties owned by third parties where access is deemed by Consultant to be necessary or beneficial to the Work, Client hereby appoints Consultant and its employees as its agent authorized to execute right of entry agreements on behalf of Client. Client agrees that Consultant's failure to obtain entry to property owned by third parties will not be deemed a breach of this Agreement and Consultant will have no obligation to provide indemnification of third parties, or otherwise obligate itself, in order to obtain entry to property.

SECTION 10: UTILITIES

Consultant will take reasonable precautions in locating and identifying all subterranean structures or utilities and to avoid damage or injury to subterranean structures or utilities. However, Consultant may reasonably rely on Project Information and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has proceeded with reasonable precautions and in reliance on that information.

SECTION 11: FORCE MAJEURE

If completion of any portion of the Work is delayed for causes beyond the control of or without the fault of Consultant including Force Majeure, the time of performance of the Work will be extended for a period equal to the delay. Force Majeure includes, without limitation, acts of God; acts of the public enemy; acts of federal, state, local, or foreign governments; acts of Client's subconsultants or agents; fires; floods; epidemics; strikes; riots; freight embargoes; and unusually severe weather.

SECTION 12: TERMINATION

12.1 This Agreement may be terminated by either party for purposes of convenience upon seven (7) calendar days written notice.

12.2 This Agreement may be terminated by either party upon seven (7) calendar days written notice if there is a substantial failure of performance by the other party.

12.3 Termination will not be effective if the substantial failure is remedied before expiration of the seven (7) days notice.

12.4 Termination Notice shall be in the form of a certified letter.

12.5 Upon termination, Consultant will be paid for services completed but not yet paid.

SECTION 13: ASSIGNMENT

Neither party may delegate duties or assign interest in this Agreement without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld, except Consultant may use the services of persons and entities not in its employ when it is customary to do so. These may include, without limitation, surveyors, specialized consultants, drilling contractors, testing laboratories, and construction contractors.

SECTION 14: MISCELLANEOUS

14.1 The parties acknowledge that this Agreement supersedes all written and oral agreements, if any, between the parties, and that this Agreement constitutes the entire and only agreement pertaining to the Work.

14.2 This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the respective parties hereto.

14.3 This Agreement will be construed, the rights and obligations created hereby will be governed, and the remedies available will be provided in accordance with the laws of the state in which the Work is performed, regardless of the conflict of law principles customarily applied by the courts of any jurisdiction. Venue and adjudication will be in that state.

14.4 Any of the terms or conditions of this Agreement may be waived at any time by the party that is entitled to benefit therefrom, but no waiver will affect or impair the right of the waiving party to require observance, performance, or satisfaction of any other term or condition hereof. Any of the terms or provisions of this Agreement may be amended or modified at any time by agreement in writing executed by each party hereto.

14.5 All provisions of this Agreement allocating responsibility between Client and Consultant will survive the completion of the Work or termination of this Agreement.

14.6 Any provision or part of this Agreement adjudicated to be void or unenforceable under any law will be deemed deleted, such deletion to apply only with respect to the jurisdiction in which such adjudication is made, and all remaining provisions will continue to be valid and binding upon the parties. The parties agree that this Agreement will be reformed to replace the deleted provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the deleted provision.

14.7 In keeping with the intent of the parties that this is the entire Agreement between them, the parties agree that the preprinted terms and conditions of any Client activating letter/purchase order issued to request Work pursuant to this Agreement will not apply to the Work, regardless of whether Consultant executes the activating letter/purchase order in acceptance of the Work.

14.8 Client has authority to enter into this Agreement and any person signing it on Client's behalf has been duly authorized to sign.

14.9 Awarding Agency Reporting Requirements. The Engineer must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

14.10 Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.(Pub. L 94-163, 89 Stat. 871)

SECTION 15: COMMUNITY DEVELOPMENT BLOCK GRANT REQUIRED PROVISIONS

By virtue of the federal funding provided for under this agreement, the Client and Consultant shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification, but not limited to, the following:

Civil Rights Laws

15.1 Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-19) and implementing regulations (Fair Housing Act).

15.2 The guarantees of inclusion and benefit from federal funding in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1).

15.3 The civil rights guarantees for persons with disabilities in the Americans with Disabilities Act (42 U.S.C. 12101-12213), as amended.

15.4 The guarantees of inclusion and benefit from funding under Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5309) as amended.

15.5 The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended;

15.6 The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794), as amended.

15.7 The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701.

15.8 The requirements of Executive Order 11063, as amended by Executive Order 12259.

15.9 The requirements of Executive Orders 11625, 12432, and 12138 to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.

15.10 Pursuant to the requirements of Executive Order 11246, as amended by Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60, during the performance of this contract, the Consultant agrees as follows:

- i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the Consultant's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The Consultant will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

15.11 The Iowa Civil Rights Act of 1965.

Access and Maintenance of Records

15.12 The Consultant must maintain all required records for five years after final payments are made and all other pending matters are closed.

15.13 The Consultant shall maintain all books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract to the extent and in such detail as will properly reflect all costs,

direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract as specified in 261- -Chapter 23, Iowa Administrative Code and OMB Circular A-102.

15.14 At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

Federal Environmental Laws

15.15 Pursuant to the requirements of the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended, during the performance of this contract, the Consultant agrees as follows:

- i. The Consultant will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- ii. The Consultant agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- iii. The Consultant agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- iv. The Consultant agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

Certification regarding government-wide restriction on lobbying

15.16 The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

15.17 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

Housing and Urban Development Act of 1968

Section 3

15.18 The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

15.19 The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

15.20 The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

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WHEREUPON, the parties caused this Agreement to be duly executed and to be effective on the date first above written.

SIGNATURES

Emmons & Olivier Resources, Inc.

Client: City of Storm Lake

By _____
Signature

By _____
Signature

Printed Name

Jon F. Kruse
Printed Name

Its _____
Title

Its _____
Mayor
Title

EOR Iowa, LLC.

By _____
Signature

Printed Name

Its _____
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ATTACHMENT I

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Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

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Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

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- *Reimbursable expenses (Reproduction, Printing, Duplicating, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Travel expenses are included in hourly rates*
- *Subcontracted services will be billed at cost plus 15% to cover overhead expenses.*

(*) Rates reviewed and adjusted on an annual basis.

Staff Summary

11/7/2016

Agenda Item # 18.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Motion to Approve Agreement for Professional Services for the Wastewater Treatment Facility Wetland

BACKGROUND: Wastewater Treatment Facility Wetland is one of the eight projects funded by the Community Development Block Grant-National Disaster Resiliency Competition. This project is scheduled to begin construction Spring, 2017.

The contract with EOR Iowa, LLC includes all project initiation and project management, data collection, final design and plan specification preparation, preparing bid packages, and construction phase services.

FISCAL IMPACT: Engineering and Design will not exceed \$156,000
Construction Administration will not exceed \$39,000
Total contract is for \$195,000 and will be funded 75% by grant funds and 25% by City funds.

RECOMMENDATION: Approve motion

ATTACHMENTS:

Description	Type
☐ Wetland Pond Agreement	Contract

ENGINEERING CONSULTANT STANDARD SERVICE CONTRACT

This Agreement is effective on the _____ day of _____, 2016, by and between the City of Storm Lake, Iowa (“Client”) and Emmons & Olivier Resources, Inc., a Minnesota Corporation and EOR Iowa, LLC, an Iowa Corporation, (collectively “Consultant”) for services that Consultant will perform for the Wastewater Treatment Facility Wetland Pond Improvements Project, Storm Lake, Iowa (the “Site”).

SCOPE OF SERVICES

Consultant will provide Client with the services described in the Consultant’s proposal, attached as Attachment I and incorporated by reference (the “Work”).

COMPENSATION

Client agrees to pay Consultant the fees stated in Attachment I (the “Fees”) for the Work, not to exceed \$195,000. Client agrees to pay for any services that are (a) required because of a material increase in the scope of the Work or (b) requested in addition to the Work on a time and materials basis at the rates provide in the Consultant’s schedule of fees which are a part of Attachment I unless otherwise agreed to by both parties in writing.

GENERAL CONDITIONS

This Agreement is subject to the following General Conditions:

SECTION 1: FEE PAYMENT

1.1 Consultant will submit invoices to Client monthly with a final invoice on completion of the Work. Invoices will show charges based on the Fees. A detailed separation of charges and backup data will be provided at Client’s request.

1.2 Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid. Payments will be credited first to interest and then to principal.

1.3 If Client fails to pay Consultant within sixty (60) days after invoice date, Consultant may deem failure to pay a breach of this Agreement, terminate the same, and be relieved of any and all duties under this Agreement.

SECTION 2: PROJECT INFORMATION

2.1 Client will provide to Consultant in writing information known to Client regarding existing and proposed conditions of the Site. The information will include without limitation, but only as appropriate to the work, as-built blueprints, mechanical drawings, construction specifications, operating and performance criteria for mechanical systems, site plans, hydrologic data, subsurface or latent physical conditions at the Site, previous soil data including borings, field or laboratory tests, and written reports, and notice of all known hazardous, toxic, radioactive, pollutant, or irritant conditions at the Site (“Project Information”).

2.2 Client will immediately transmit to Consultant any updates, revisions, or additions to the Project information as they become available to it or its consultants.

SECTION 3: OWNERSHIP - DOCUMENTS

3.1 Consultant will prepare and deliver to Client certain design documents as instruments of the professional services performed. All design documents delivered to Client will become the property of Client; provided, however, Consultant will retain an ownership and property interest (including the right to reuse). Client will, to the fullest extent permitted by applicable law, indemnify, defend, and hold harmless Consultant from and against any and all claims, liabilities, losses, damages, costs, or expenses including, without limitation, reasonable attorney’s fees, awards, fines, or judgments arising out of or related to: (a) use of the design documents for locations or times not covered by the design documents; (b) use of information from the design documents out of context; or (c) interpretation of the meaning of the design documents by third parties without the written consent of Consultant.

3.2 Client agrees that all reports and other instruments of professional service furnished to the Client that are not paid for will be returned to Consultant upon written demand by Consultant and will not be used by Client for any purpose.

3.3 Consultant will retain all pertinent records relating to the Work for a period of three (3) years after the report is delivered. During that time, the records will be made available to Client during Consultant's normal business hours.

3.4 Consultant understands that all documents related to the project are by Iowa Law considered public record and shall be provided to the City of Storm Lake and the City shall have the right to distribute as such.

SECTION 4: STANDARD OF CARE

4.1 The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services. Consultant and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

4.2 Consultant shall provide construction oversight for various parts of the construction and shall act as the City's representative on the project site from time to time, however Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

4.3 Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

4.4 Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

SECTION 5: INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 Client and Consultant each agree to indemnify and hold the other (and their respective officers, employees, and agents) harmless for losses resulting from and to the extent of its own negligence or willful-misconduct, except as provided in Section 5.2.

5.2 Notwithstanding the provisions of Sections 5.1, Consultant will not be responsible for any consequential, special, or indirect damages or any loss of anticipated profits sustained by Client, its successors or assigns.

5.3 Nothing in this Section 5 will be deemed a waiver of any statutory limitation of liability or any obligation set out in this Agreement.

SECTION 6: INSURANCE

Consultant will carry: (a) workers' compensation and employer's liability insurance to comply with laws of the state in which any project is undertaken by Consultant under this Agreement and applicable Federal laws, (b) comprehensive general liability insurance with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence and \$2 million aggregate and with completed operations coverage having a \$1 million aggregate limit, (c) comprehensive automobile liability insurance, covering all automobiles, trucks, and miscellaneous powered and automotive equipment owned or used by Consultant, with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence, and (d) professional liability insurance in an amount not less than \$1 million per occurrence. Certificates for insurance will be provided to Client upon request.

SECTION 7: ATTORNEY'S FEES

In the event of any controversy, claim, dispute, or litigation between the parties related to this Agreement or its breach, the prevailing party will be entitled to recover from the other party, in addition to other relief as may be granted, a reasonable sum as and for its attorney's fees together with expert's fees and other costs incurred as may be determined by a court of competent jurisdiction. Client also agrees to pay all costs of collection, including reasonable attorney's fees, in the event

payment is not received as provided herein; this liability for attorney fees is not contingent upon suit being filed by Consultant.

SECTION 8: SITE LOCATION/ACCESS /PERMITS AND APPROVALS

8.1 Client will provide access to the Site for Consultant personnel and equipment as Consultant may deem necessary to complete the Work.

8.2 Consultant will take reasonable precautions to minimize damage to property on which it performs Work. Client agrees, however, that some damages may occur to property in the normal course of work absent negligence by Consultant and that the correction of any damage to property will be undertaken by Consultant and billed to Client. In the event of negligence by Consultant resulting in damage to property, Consultant will bear the cost of correcting the damage in proportion to its negligence.

SECTION 9: AGENCY/RIGHT OF ENTRY

In order to permit timely access to properties owned by third parties where access is deemed by Consultant to be necessary or beneficial to the Work, Client hereby appoints Consultant and its employees as its agent authorized to execute right of entry agreements on behalf of Client. Client agrees that Consultant's failure to obtain entry to property owned by third parties will not be deemed a breach of this Agreement and Consultant will have no obligation to provide indemnification of third parties, or otherwise obligate itself, in order to obtain entry to property.

SECTION 10: UTILITIES

Consultant will take reasonable precautions in locating and identifying all subterranean structures or utilities and to avoid damage or injury to subterranean structures or utilities. However, Consultant may reasonably rely on Project Information and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has proceeded with reasonable precautions and in reliance on that information.

SECTION 11: FORCE MAJEURE

If completion of any portion of the Work is delayed for causes beyond the control of or without the fault of Consultant including Force Majeure, the time of performance of the Work will be extended for a period equal to the delay. Force Majeure includes, without limitation, acts of God; acts of the public enemy; acts of federal, state, local, or foreign governments; acts of Client's subconsultants or agents; fires; floods; epidemics; strikes; riots; freight embargoes; and unusually severe weather.

SECTION 12: TERMINATION

12.1 This Agreement may be terminated by either party for purposes of convenience upon seven (7) calendar days written notice.

12.2 This Agreement may be terminated by either party upon seven (7) calendar days written notice if there is a substantial failure of performance by the other party.

12.3 Termination will not be effective if the substantial failure is remedied before expiration of the seven (7) days notice.

12.4 Termination Notice shall be in the form of a certified letter.

12.5 Upon termination, Consultant will be paid for services completed but not yet paid.

SECTION 13: ASSIGNMENT

Neither party may delegate duties or assign interest in this Agreement without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld, except Consultant may use the services of persons and entities not in its employ when it is customary to do so. These may include, without limitation, surveyors, specialized consultants, drilling contractors, testing laboratories, and construction contractors.

SECTION 14: MISCELLANEOUS

14.1 The parties acknowledge that this Agreement supersedes all written and oral agreements, if any, between the parties, and that this Agreement constitutes the entire and only agreement pertaining to the Work.

14.2 This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the respective parties hereto.

14.3 This Agreement will be construed, the rights and obligations created hereby will be governed, and the remedies available will be provided in accordance with the laws of the state in which the Work is performed, regardless of the conflict of law principles customarily applied by the courts of any jurisdiction. Venue and adjudication will be in that state.

14.4 Any of the terms or conditions of this Agreement may be waived at any time by the party that is entitled to benefit therefrom, but no waiver will affect or impair the right of the waiving party to require observance, performance, or satisfaction of any other term or condition hereof. Any of the terms or provisions of this Agreement may be amended or modified at any time by agreement in writing executed by each party hereto.

14.5 All provisions of this Agreement allocating responsibility between Client and Consultant will survive the completion of the Work or termination of this Agreement.

14.6 Any provision or part of this Agreement adjudicated to be void or unenforceable under any law will be deemed deleted, such deletion to apply only with respect to the jurisdiction in which such adjudication is made, and all remaining provisions will continue to be valid and binding upon the parties. The parties agree that this Agreement will be reformed to replace the deleted provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the deleted provision.

14.7 In keeping with the intent of the parties that this is the entire Agreement between them, the parties agree that the preprinted terms and conditions of any Client activating letter/purchase order issued to request Work pursuant to this Agreement will not apply to the Work, regardless of whether Consultant executes the activating letter/purchase order in acceptance of the Work.

14.8 Client has authority to enter into this Agreement and any person signing it on Client's behalf has been duly authorized to sign.

14.9 Awarding Agency Reporting Requirements. The Engineer must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

14.10 Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.(Pub. L 94-163, 89 Stat. 871)

SECTION 15: COMMUNITY DEVELOPMENT BLOCK GRANT REQUIRED PROVISIONS

By virtue of the federal funding provided for under this agreement, the Client and Consultant shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification, but not limited to, the following:

Civil Rights Laws

15.1 Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-19) and implementing regulations (Fair Housing Act).

15.2 The guarantees of inclusion and benefit from federal funding in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1).

15.3 The civil rights guarantees for persons with disabilities in the Americans with Disabilities Act (42 U.S.C. 12101-12213), as amended.

15.4 The guarantees of inclusion and benefit from funding under Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5309) as amended.

15.5 The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended;

15.6 The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794), as amended.

15.7 The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701.

15.8 The requirements of Executive Order 11063, as amended by Executive Order 12259.

15.9 The requirements of Executive Orders 11625, 12432, and 12138 to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.

15.10 Pursuant to the requirements of Executive Order 11246, as amended by Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60, during the performance of this contract, the Consultant agrees as follows:

- i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the Consultant's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The Consultant will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

15.11 The Iowa Civil Rights Act of 1965.

Access and Maintenance of Records

15.12 The Consultant must maintain all required records for five years after final payments are made and all other pending matters are closed.

15.13 The Consultant shall maintain all books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract to the extent and in such detail as will properly reflect all costs,

direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract as specified in 261- -Chapter 23, Iowa Administrative Code and OMB Circular A-102.

15.14 At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

Federal Environmental Laws

15.15 Pursuant to the requirements of the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended, during the performance of this contract, the Consultant agrees as follows:

- i. The Consultant will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- ii. The Consultant agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- iii. The Consultant agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- iv. The Consultant agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

Certification regarding government-wide restriction on lobbying

15.16 The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

15.17 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

Housing and Urban Development Act of 1968

Section 3

15.18 The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

15.19 The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

15.20 The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

15.21 The Consultant will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

15.22 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

WHEREUPON, the parties caused this Agreement to be duly executed and to be effective on the date first above written.

SIGNATURES

Emmons & Olivier Resources, Inc.

By _____
Signature

Printed Name

Its _____
Title

EOR Iowa, LLC.

By _____
Signature

Printed Name

Its _____
Title

Client: City of Storm Lake

By _____
Signature

Jon F. Kruse
Printed Name

Its _____
Mayor
Title

ATTACHMENT I

PROJECT	ENGINEERING & CONSTRUCTION OBSERVATION BUDGET	TASK	%	ITEMIZED BUDGET
WASTEWATER TREATMENT FACILITY WETLAND PONDS	\$195,000	Field Investigation & Existing Conditions	5%	\$9,750
		Modeling	10%	\$19,500
		Preliminary Design (60%)	10%	\$19,500
		Final Design (90%)	15%	\$29,250
		Construction Documents (100%)	20%	\$39,000
		Meetings, Presentations and Project Coordination	5%	\$9,750
		Survey & Legal	5%	\$9,750
		Geotechnical Borings & Coordination	5%	\$9,750
		Bidding Assistance	5%	\$9,750
		Construction Administration	20%	\$39,000
		Other - 1	0%	\$0
		Other - 2	0%	\$0
			100%	\$195,000

Hourly Fee Schedule

<u>Classification</u>	<u>Hourly Rate (*)</u>
Professional 1	\$102.00
Professional 2	\$129.00
Professional 3	\$153.00
Professional 4	\$173.00
Technician 1	\$74.00
Technician 2	\$88.00
Technician 3	\$106.00
Principal Partner	\$215.00
Support Staff	\$69.00

Professionals:

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

Technicians:

Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

Principal Partners:

Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

Support Staff:

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

Additional Notes:

- *Reimbursable expenses (Reproduction, Printing, Duplicating, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Travel expenses are included in hourly rates*
- *Subcontracted services will be billed at cost plus 15% to cover overhead expenses.*

(*) Rates reviewed and adjusted on an annual basis.

Staff Summary

11/7/2016

Agenda Item # 19.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Motion to Approve Outdoor Season Pass Special

BACKGROUND: The waterpark management staff is requesting approval of a special rate for outdoor waterpark season pass. Starting November 28 through December 31 the season pass rate would be \$199 for a family of 5 (add on's will stay the same at \$40).

Tickets will be sold at front desk, waterpark, over the phone, and online ticket website.

General Manager Nick Edwards will be present.

FISCAL IMPACT: Increase of pre-sold waterpark tickets.

RECOMMENDATION: Approve Motion.

Staff Summary

11/7/2016

Agenda Item # 20.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Motion Approving Engineering Contract for Installation of Subdrains and Pavement Repairs

BACKGROUND: This agenda item will consider approval on an agreement with Bolton & Menk for engineering services related to installation of subdrains and pavement repairs on the taxiway. This will increase the life of the taxiway.

Bolton & Menk is responsible for all aspects of design and all construction observation. The FAA has reviewed and approved the contract.

FISCAL IMPACT: Total cost of this contract is a NOT TO EXCEED cost of \$58,900.

Costs for this contract as well as the construction will be funded in part by the FAA at 90% of the costs.

RECOMMENDATION: Approve Motion and Direct Mayor to Sign Contract

ATTACHMENTS:

Description	Type
▣ Airport Service Contract	Contract

**WORK ORDER 1
TO
PROFESSIONAL SERVICES CONTRACT
(DESIGN, BIDDING, CONSTRUCTION AND GRANT ADMINISTRATION SERVICES)**

INSTALL SUBDRAINS AND PAVEMENT REPAIRS

**STORM LAKE MUNICIPAL AIRPORT
STORM LAKE, IOWA
AIP NO. 3-19-0088-012**

BETWEEN: The City of Storm Lake,
An Iowa municipal corporation **(CLIENT)**

AND: Bolton & Menk, Inc. **(CONSULTANT)**

EFFECTIVE DATE: November ____, 2016

RECITALS

1. City owns and operates the Storm Lake Municipal Airport located near Storm Lake, Iowa.
2. This is Work Order #1 to the Professional Services Contract, between City and Bolton & Menk, Inc. The Professional Services Contract effective January 18, 2016, is referred to herein as the “Master Agreement”.

AGREEMENT

DESCRIPTION

The CONSULTANT agrees to provide Design, Bidding, Construction and Grant Administration Services for installing subdrains and airside pavement repairs all at the Storm Lake Municipal Airport (herein referred to as the **Project**).

I.A. BASIC SERVICES

PROJECT UNDERSTANDING

The project involves design phase and construction phase engineering services associated with installation of a subdrain system along both sides of Runway 13/31, and rehabilitation of the aircraft parking apron and connecting taxiway at the Storm Lake Municipal Airport in Storm Lake, Iowa.

PROJECT SCOPE

For purposes of this Work Order, the Basic Services to be provided by the CONSULTANT are as follows:

TASK I. DESIGN**PHASE I. CONTRACT ADMINISTRATION****1.0 Project Scoping**

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters and shall meet with FAA if needed and other concerned agencies and parties on matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor. Meetings with the Sponsor shall also determine the need for topographical surveying and pavement/geotechnical testing. It is anticipated that there will be a maximum of 3 meetings with the Sponsor and/or the FAA, to review pavement eligibility and project limits.

2.0 Project Coordination (coordination with Sponsor, State, FAA, etc.)

Consultant shall coordinate with the subconsultants, sponsor, State, FAA and other applicable agencies to complete the work elements in Phase 1. The task includes one meeting at the Airport, attended by the Project Manager.

PHASE II. PRELIMINARY DESIGN**3.0 Topographical Surveying****3.1 Coordination to collect existing data and locate utilities**

This task includes data collection, as-built plan set review, and research of available existing survey information in order to gather information on existing topography and utilities. This also includes coordination for field utility locates with the Sponsor, FAA, and Mn/DOT.

3.2 Survey control

Survey control will be established and used for design surveys. The Consultant will provide a drawing showing the location of the existing or established control for the project and perform necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points. If applicable, the Consultant will establish runway end coordinates and centerline alignments and tie these into the project survey control. One trip will be required for a two-person survey crew to establish survey control for the project.

3.3 Field work

Survey work will include all utilities; pavement center, edges, and intermediate shots; ground shots; lights; signs; drainage structures; and electrical duct markers and hand holes. It is anticipated that the field work will require five trips to the airport by a two-person survey crew.

3.4 Convert survey data for design software

This work includes analyzing the topographical surveying data and preparing the data for use with computer modeling. Included are the following separate tasks:

- Establish design coordinate plan with Sponsor/State to be used for CADD drawings
- Input raw survey data into the computer program in order to sort data into company standard layers for efficient analyzing
- Verify survey data from previous project with latest field survey
- Sort all data points by layers and description for computer modeling
- Verify surveyor horizontal and vertical control

- Prepare digital terrain model (DTM) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences and other miscellaneous entities
- Generate three-dimensional contour model from the DTM.
- Prepare and process data for pavement profiles, grading and/or paving cross sections, and drainage features

4.0 ~~Geotechnical Investigation~~

~~4.1 Coordination to schedule geotechnical work~~

~~— This task includes data collection and review of available geotechnical records in order to gather information on existing soil conditions and past geotechnical or pavement test results. Coordination will be done with the geotechnical subconsultant to schedule work and establish any work constraint parameters.~~

~~4.2 Establish project testing requirements~~

~~— The Consultant shall determine the type and frequency of geotechnical testing required for the project. The testing shall consider such items as pavement type, design methodology, type of wheel loading, and weight of design aircraft. Determine soil boring locations and frequency of testing.~~

- ~~○ Develop a project sketch showing location and coordinates of borings~~
- ~~○ Determine soil sampling locations and types of soils testing required.~~

~~4.3 Field work~~

~~Field work will be performed by a qualified geotechnical subconsultant. The geotechnical investigation will include: Three (3) soil borings to a depth of 10 feet, two (2) subgrade standard proctors, two (2) California Bearing Ratio test, and two (2) pavement cores.~~

~~4.4 Analyze data~~

~~— After receiving the testing report from the geotechnical firm, the Consultant will analyze the data and any existing geotechnical data received from Sponsor, consisting of the following tasks:~~

- ~~○ Review geotechnical recommendations~~
- ~~○ Determine appropriate data for pavement design.~~
- ~~○ Input data for computer modeling with topographical survey data~~
- ~~○ Prepare pavement data and soil information for incorporation on plan sheets~~
- ~~○ Evaluate existing pavement sections for potential recycling and reuse~~

5.0 Prepare Project Layout Sheet

Consultant shall complete a project layout sheet that will depict the proposed improvements. Part of the preliminary phase includes reviewing options for the hangar building. This is needed to establish the pavement area and dimensions. This work will include review up to three hangar options. Each option will include 8 units, one or two end units for larger aircraft and corresponding pavement layout out and eligibility review. Architectural review of permit requirements is included. Utilities to the future building will also be reviewed including electrical, water, sewer and natural gas.

6.0 Prepare FAA Pavement Design Report and FAA Form 5100

This task will consist of using information obtained in the Geotechnical Investigation, and calculate the required pavement sections required to support the design vehicle or aircraft using FAA Advisory Circular 150/5320-6E, Airport Pavement Design and Evaluation. The following effort will be completed under this task:

- Calculate and determine critical design aircraft based on current and forecasted aircraft fleet mix.
- Verify the pavement section based on accepted FAA pavement design programs. The applicable design program to be used is Layered Elastic Design (LEDFAA). Other FAA programs which may be used to verify pavement design include R806-FAA for flexible pavement design and R805-FAA for rigid pavement design.
- Review historic frost design.
- Evaluate interim and ultimate pavement strength (<60K; >60K; >100K)
- Evaluate effects of pavement profile on adjacent operational areas and future runway/taxiway pavement rehabilitation.
- Calculate sub-excavation or undercutting subgrade for stabilization if necessary.
- Prepare Life-Cycle Cost analysis.
- Review proposed pavement analysis with FAA Engineer.
- Prepare pavement design narrative to describe the design procedure, historic design, and justification for the FAA and Sponsor.
- Prepare FAA Pavement Design Form 5100 for each separate pavement section.
- Submit six copies of the pavement design form to the FAA. Upon approval, four copies will be returned, and distributed, or filed, as necessary.

7.0 Prepare Preliminary Cost Estimate

7.1 Calculate estimated preliminary quantities

The Consultant will calculate necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

7.2 Prepare preliminary costs estimate

8.0 Prepare FAA Form 7460, CSPP

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

9.0 Project Coordination (coordination with Sponsor, State, FAA, etc.)

Consultant shall coordinate with the subconsultants, sponsor, State, FAA and other applicable agencies to complete the work elements in Phase II.

10.0 Project Meetings

The Consultant will arrange and lead the meetings as described in the subtasks below. The Consultant will produce drawings and handouts as needed for the purpose of conducting each meeting.

10.1 Present preliminary design, alternatives and recommendations to airport

The Consultant will prepare for and conduct a meeting at the Airport Sponsor to present the findings of the preliminary engineering phase and any alternatives and recommendations for the project. The result of this meeting will be an agreed upon building layout for proceed forward with design.

10.2 Coordination meetings (with FAA, State, Local agencies, subconsultants, etc.)

The Consultant shall conduct one preliminary design meeting to review the proposed design layout. The participants of the meeting will include the FAA, MnDOT, Sponsor, and Project Manager.

PHASE III. FINAL DESIGN (95% AND FINAL)**11.0 Prepare Preliminary Plans**

Preliminary plans will be prepared for the Project. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project: Taxiway B Crack Repair. The following list of drawings will be used as a guideline. Additional drawings may be added during the design phase, if required.

General:

- G-001 Cover Sheet, Sheet Index & Symbols
- ~~G-002 Legend & Abbreviations~~
- ~~G-003 General Notes~~
- G-021 Project Layout Plan
- G-041 Survey Control Plan
- G-061 Project Quantity Tables
- G-081 Construction Operations & Phasing Plan

Geotechnical:

- ~~B-051 Plan & Log of Soil Borings~~

Civil:**General**

- ~~C-001 Civil Legend~~
- ~~C-021 Erosion Control Plans~~
- ~~C-031 Erosion Control Details~~
- ~~C-041 Storm Water Management Plans~~
- ~~C-051 Demolition Plans~~
- ~~C-061 Demolition Details~~
- ~~C-081 Geometries~~
- C-091 Existing Contours

Site

- C-101 Grading & Drainage Plans
- ~~C-141 Taxiway Intersection Details~~
- ~~C-201 Plan & Profiles~~
- C-301 Typical Sections
- C-311 Paving Details
- ~~C-321 Jointing Plans~~
- C-341 Jointing Details
- ~~C-361 Pavement Grooving Plan~~

Utility

- ~~C-401 Plan & Profiles~~
- ~~C-501 Details~~

Storm Sewer

- C-441 Plan & Profiles
- C-451 Drainage Details
- C-461 Inlet Layout Plan

Marking

- C-651 Marking Plans
- C-671 Marking Details
- ~~C-681 Signing Plans~~
- ~~C-691 Signing Details~~

X-Sections

- ~~C-901 Cross Sections~~

Electrical:

- ~~E-101 Electrical Removals Plan~~
- ~~E-201 Electrical Layout Plan~~
- ~~E-301 Existing Signage Plan~~
- ~~E-311 Proposed Signage Plan~~
- ~~E-321 Sign Legend~~
- ~~E-401 Electrical Vault Layout~~
- ~~E-501 Wiring Diagrams~~
- ~~E-601 Electrical Details~~
- ~~E-701 NAVAIDS Details~~

12.0 Prepare Preliminary Specifications

The Consultant will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by the FAA specifications.

12.1 Prepare preliminary technical specifications

This task includes the preparation of standard and supplemental specifications, necessary to establish the construction requirements of the project. Standard specifications will be assembled and reviewed for relevancy to the project. In addition, supplement specifications will be included, where deemed necessary.

12.2 Prepare preliminary contract documents

The Consultant will prepare the preliminary contract documents including invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, State Requirements, Federal Requirements, Preliminary Bid Schedule, Wage Rates, and general provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary contract documents will be prepared as early as possible during the design phase and submitted to the Owner for review by the Owner. Also review and incorporate the Sponsor's general provisions and contract clauses, as required.

12.3 Prepare preliminary special provisions

The Consultant will prepare Special Provisions to address, or expand on, conditions that require additional clarification.

13.0 Update Plans to 95%**14.0 Update Specifications to 95%****15.0 Conduct Plan Review at 95% Complete**

Following the completion of the plans and specifications, the Engineer will submit a set of

drawings and specifications to the Sponsor for their review. A meeting will be scheduled to make a final inspection of the project. The project will be reviewed with the FAA to obtain their concurrence with the design.

16.0 Prepare and Submit Final Plans and Specifications

A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the Sponsor's review of the 95% submittal.

17.0 Prepare and Submit Final Estimated Cost Estimate

17.1 Calculate estimated final quantities

17.2 Prepare final cost estimate

Using the final quantities calculated following the completion of the plans and specifications, the Consultant will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

18.0 Prepare Advertisement for Bids

Required advertisement dates, and bidding dates will be established. Consultant will submit a copy to the Sponsor for distribution to the local and selected publications of the pending project. The Sponsor shall pay for the associated cost of advertising.

19.0 Project Coordination (coordination with Sponsor, State, FAA, etc.)

Consultant shall coordinate with the subconsultants, sponsor, State, FAA and other applicable agencies to complete the work elements in Phase III. This task includes one meeting at the airport, attended by the Project Manager.

20.0 Project Meetings

The Consultant will arrange and lead the meetings as described in the subtasks below. The Consultant will produce drawings and handouts as needed for the purpose of conducting each meeting.

20.1 Final design review

The Consultant will prepare and conduct a review meeting (1) to present the final design documents. This meeting will be conducted at a location requested by the Client.

20.2 Coordination meetings (with FAA, State, Local Agencies, subconsultants etc.)

The Consultant shall conduct up to three (3) additional coordination meeting(s) with the Airport, Consultant project team members, and/or various stakeholders as needed. This task assumes that a total of one progress meeting per week will be held, one-hour in duration, with all design team members through the duration of the design phase.

PHASE IV. BID ADMINISTRATION

21.0 Furnish Bid Documents

Consultant shall prepare, reproduce and distribute a total of 10 sets of bidding documents for the project. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The consultant will also keep a current list of plan holders and distribute this to interested parties upon request. This task

includes coordination required to facilitate these requests.

22.0 Respond to Bidders Questions

During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

23.0 Prepare and Distribute Addendums

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Sponsor or the FAA. Addenda will be made available to the plan holders either through mail, electronic mail, hand delivering or via facsimile transmission. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and the Consultant shall be reimbursed for this effort as an amendment to this contract.

24.0 Bid Review and Bid Tabulation

Consultant shall advise Board as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. The Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. The Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. The Consultant will then provide recommendations to the Sponsor as to the name of the Apparent Low Bidder.

25.0 Prepare Recommendation for Award

The Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made the Consultant will distribute the bid tabulations on request of the Sponsor.

TASK II. CONSTRUCTION ADMINISTRATION

PHASE I. PRE-CONSTRUCTION SERVICES

26.0 Pre-Construction Meeting

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Engineer will establish this meeting to review Local, State, Federal Aviation Administration (FAA) and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, Mn/DOT Aeronautics (if available), Subconsultants, FAA MSP-ADO (if available), Contractor, Subcontractors and utility companies. This task will include:

- Scheduling the meeting, sending invitations, providing meeting materials and pre-meeting exhibit and material preparation.
- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction meeting. The Owner should be provided copies of all construction schedules.
- Prior to preconstruction meeting, furnish the name of the Project Engineer with qualifications for approval by the Owner. Project Engineer means Engineer as defined in Section 10 (Section 10-18) of the General Provisions of the construction documents.

- Preside at the preconstruction meeting, prepare a detailed record of the meeting and submit to the Owner and all participants.
- Provide Contractor with a list of required submittals to be provided by Contractor and discussed at the meeting.
- Provide Contractor with additional copies of Construction Documents and digital data (Project Drawings) as requested.

27.0 Initial Construction Layout and Construction Staking

The Consultant will perform initial survey work to establish construction limits, survey control, locations of barricades or construction signs. The construction control/verification survey subtask will include a survey crew to establish construction field control for the project.

This will include establishment of horizontal and vertical control and construction staking as per the Project Manual.

28.0 Construction Quality Assurance and Management Plan (QAMP) [Only needed if the paving costs for the project is >\$250,000]

The Resident Project Representative (RPR) will obtain the Contractor's Quality Control (QC) Program. After reviewing the QC Program, the Project Engineer will prepare the Construction Quality Assurance and Management Plan (QAMP), which requires data to be extracted from the QC Program and combined with Sponsor information and Engineer information for project responsibilities. The plan will outline materials testing requirements as set forth in the construction documents and contained in FAA Advisory Circular 150/5370-10F. The plan will summarize the types and frequency of testing required for quality acceptance in addition to the credentials of those performing the testing.

The Construction QAMP will be submitted to the Sponsor and FAA per FAA Policy and Procedures Memorandum (PPM) 5370-4A and will be followed throughout the project.

29.0 Prepare Contract Manuals

The Consultant is required to check that the construction contracts are in order, verify Contractor has met DBE goals (or made valid good faith effort), Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Contract Documents will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Clerical will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

PHASE II. CONSTRUCTION MANAGEMENT

30.0 Construction Management Services

The Consultant will provide Construction Administration Services the scope of which is based on the following:

- The Consultant and Client agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Client.
- The Consultant and Client agree that the Construction Engineering Services provided by the Consultant may actually be required to continue and exceed beyond the construction time element stated in the Client's agreement with the construction Contractor. When the extent of these construction services beyond the control of the Consultant occurs, the Client agrees that Consultant will be reimbursed for additional Construction Engineering Services in excess of the specified construction time period at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known.

Nothing herein shall be construed as imposing upon the Consultant's responsibility for the construction means, methods, techniques, sequences, safety programs, and procedures used by contractors.

- The Consultant agrees that Resident Project Representative services furnished under this Contract shall be to observe the work and to determine compliance with the plans and specifications, including representing the Client in coordination of construction activities among contractors and between contractors and utilities, and to accommodate the reasonable requirements of the Client on and around areas of construction.
- When the Consultant is on the site, documentation will be maintained regarding construction progress and delays, quantities and percentages of work, tests performed, observations made and work accepted, problems encountered and instructions given to contractors, field changes and adjustments approved, and other records required or otherwise necessary to maintain a record of the work.

The Consultant agrees to provide Construction Administration Services that include the following:

- 30.1 Check and monitor construction activities and certify that all project work completed under observation of the Resident Project Representative is in substantial compliance with the plans, specifications and contract documents including any modifications by Change Order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.
- 30.2 Provide interpretation of plans and specifications as requested.
- 30.3 Supervise and coordinate Subconsultant contracts for field observation and testing.
- 30.4 Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications.
- 30.5 Review all periodic and final pay requests and explanation of variation between Contract and final quantities prepared by Resident Project Representative. Coordinate Contractor approval and signature and submit to Client for approval.

- 30.6 Review weekly Construction Progress and Inspection Reports (FAA Form 5370-1) as prepared by Resident Project Representative and submit to Owner and applicable Agencies.
- 30.7 Prepare, review and process Field Orders, Change Orders to include a cost estimate, cost/price analysis, record of negotiations, review and evaluation of “Contractor’s Request for Extension of Contract Time” and make recommendations regarding approval to the Client. Notify the Contractor that no work can start until approved by the Client.
- 30.8 Coordinate and meet with the Client for consultation and advice during construction to include conducting construction progress meetings. Coordinate with Owner’s Representative including:
 - Review and evaluate “Contractor’s Request for Extension of Contract Time” and submit recommendations to the Client.
 - Meet with the Client for consultation and advice during construction.
- 30.9 Coordinate on-site inspections of construction as requested. Make recommendations for acceptance or modification of work
- 30.10 Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the Resident Project Representative and/or Subconsultants.
- 30.11 Maintain record drawings from redline or working drawings prepared by Resident Project Representative as accumulated during the course of construction to show “Record Drawing” conditions.
- 30.12 Retain and review payroll reports of each contractor and subcontractor and monitor Contractor’s compliance with paying employees as per established State Prevailing Wages and/or Federal Davis Bacon requirements.
- 30.13 Monitor Contractor’s compliance with Disadvantaged Business Enterprise (DBE) program (i.e. determine that the firms on the job are as stated in the plan. Determine that the volume of work and equipment used complies with the plan.) Report deviations to the Sponsor.

PHASE III. RESIDENT ENGINEERING

31.0 Resident Project Representative (RPR)

The Client as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative, materials acceptance testing, and staking services in the execution of the Construction Engineering Services for the project work. The Client and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is

in progress to include temporary interruptions due to weather or mechanical failure.

For this Project **Part-Time** Resident Project Representative services will be provided. It is anticipated the Project will be completed within **30 Working Days**. This will include two (2) field visits by the Project Manager.

Resident Project Representative Services shall be completed in accordance with the attached Exhibit II, and shall include, but are not limited to, the following:

- 31.1 Coordinate with the Testing Subconsultant to perform acceptance tests required to be provided by the Client in the construction Contract Documents.
- 31.2 Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Client in the event that the Contractor elects to continue the use of questioned equipment and methods. Conduct wage rate interviews and provide to Project Engineer.
- 31.3 Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.
- 31.4 Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.
- 31.5 Evaluate possible material substitutions as requested by the Contractor.
- 31.6 Prepare, process and distribute to Project Engineer weekly Construction Progress and Inspection Reports (FAA Form 5370-1).
- 31.7 Measure and compute as-built quantities of all materials incorporated in the work and items of work completed, and maintain an item record account.
- 31.8 Prepare periodic Pay Requests for review by the Project Engineer and Contractor.
- 31.9 Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).
- 31.10 Attend and participate in construction progress meetings.
- 31.11 Coordinate the necessary construction staking/layout schedule as needed by the Contractor.
- 31.12 Perform other services as reasonably required by the Client and as outlined in the Contract Documents.

PHASE IV. POST CONSTRUCTION SERVICES

32.0 Final Inspection and Documentation**32.1 Final Inspection**

The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, State and FAA representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.

32.2 Final Punch List

The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.

32.3 Final Construction Certifications and Grant Closeout Preparation.

32.4 Once all of the punch list items have been completed to the satisfaction of the Sponsor, State and FAA, the Consultant will prepare a Certification of Construction Acceptance for the project. This certification will also be included in the Grant Closeout Report. Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for closeout.

33.0 As-Built Plans, Equipment Manuals, Materials Book**33.1 As-Built Plans**

The project team will collaboratively assemble a set of as-built plans for the project. The as-built plans will include field constructed conditions included as part of this Project including any field surveying required to compute final quantities and the drawings will become record information. The Consultant shall provide Owner with two (2) sets of reproducible "Record Drawings" in both digital and hardcopy format.

33.2 Equipment Manuals and Materials Book

The project team will collaboratively assemble equipment manuals and materials book for the Project. The materials book will include an accounting for all quality acceptance testing performed as part of this project. This will include a summary of passing tests as well as failing tests and corrective measures taken in order to achieve satisfactory results. Two copies of these documents will be distributed to Owner.

34.0 Update Airport Layout Plan

Consultant shall update the Airport Layout Plan to depict as-built conditions as a result of the project. These will include if needed, eight (8) new copies of the ALP for CLIENT signature, State, and FAA-ADO approval.

TASK III. GRANT ADMINISTRATION**35.0 Grant Application and Administration****35.1 Grant Preapplication**

The Application may be prepared after the project design has been completed and the bids accepted or the FAA may require the Application to be completed early during the design phase. Preparation of the Application will include the following:

- Prepare Federal Grant Preapplication Checklist
- Prepare FAA Form 5100-100 including Program Narrative, discussing the Purpose and Need of the Work and the Method of Accomplishment
- Prepare Project Schedule
- Prepare Project Costs Estimate and Funding Summary
- Prepare Exhibit
- Prepare Certification for Economic Necessity for Routine Pavement Maintenance Projects (Appendix A)
- Obtain photographs of project site to be submitted with application.
- The Consultant will submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor will forward the signed Application to the FAA for further processing.

35.2 DBE Update

DBE Plan Update: This is applicable for project(s) that fall within a grant year which in Airport uses at least \$250,000 in Federal funds for services that can be completed by Disadvantaged Business Enterprise (DBE) firms. Total DBE eligible costs (prime contracts) estimated to be completed is expected to exceed \$250,000 with this project, thus an updated DBE program is required.

The CONSULTANT will update the Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. Specific tasks will include:

- The CONSULTANT will review the methodology for evaluating the availability of DBE businesses to provide services and products for airport projects for the next three (3) Federal fiscal years.
- The CONSULTANT will review the airport's service area by analyzing the utilization of DBE businesses on previous airport projects.
- The CONSULTANT will prepare a legal advertisement describing the revised DBE utilization goal and methodology.
- The CONSULTANT will deliver the advertisement to the CLIENT to publish in one (1) newspaper as a public notice to provide a public comment period.
- The CONSULTANT will submit the DBE program to the FAA Office of Civil Rights for review and comments.

The CONSULTANT will complete one (1) annual report to FAA Office of Civil Rights as required to report actual DBE accomplishments on the project.

35.3 Environmental Review, CATEX **(This task has been coordinated with the FAA as not required for this project and is not included in this scope of work)**

~~CONSULTANT will prepare a proposed actions graphic and Categorical Exclusion (CATEX) Checklist Form based upon FAA Orders 1050.1E and 5050.4B for the Project. CATEX Long Form (PPM 5050.20 Appendix C) will be prepared along with supporting research, analysis and documentation as required by the Federal Aviation Administration (FAA) for proposed Federal action. The following environmental impact categories will be evaluated during development of the CATEX:~~

~~Environmental Resource Area Review for Potential Effects and Impact:~~

- ~~a. Air Quality~~
- ~~b. Archaeological~~
- ~~c. Biotic Communities~~
- ~~d. Coastal Resources~~
- ~~e. Compatible Land Use~~
- ~~f. Construction Impacts~~
- ~~g. Endangered Species~~
- ~~h. Energy Supply and Natural Resources~~
- ~~i. Environmental Justice~~
- ~~j. Essential Fish Habitat~~
- ~~k. Farmland~~
- ~~l. Migratory Bird Treaty Act~~
- ~~m. Floodplains~~
- ~~n. Hazardous Materials~~
- ~~o. Historic~~
- ~~p. Light Emissions~~
- ~~q. Natural Resources~~
- ~~r. Noise Levels~~
- ~~s. Parks, Public Lands, Refuges and Recreational Resources~~
- ~~t. Surface Transportation~~
- ~~u. Water Quality~~
- ~~v. Wetlands~~
- ~~w. Wild and Scenic Rivers~~

~~— Other Required Environmental Considerations:~~

- ~~a. Connected Actions~~
- ~~b. Cumulative Actions~~
- ~~c. Cumulative Impacts~~
- ~~d. Environmental Laws~~
- ~~e. Highly Controversial~~
- ~~f. Community Disruption~~
- ~~g. Relocation Housing~~
- ~~h. Social Impact~~
- ~~i. Similar Actions~~

~~Completion of the CATEx research, analysis, and documentation outlined in this agreement does not guarantee FAA environmental approval of the proposed project. Any additional environmental work requested (i.e. additional field reviews, consultation, preparation of EA will be considered additional work beyond the scope of this agreement.~~

36.0 Project Closeout

Prepare one (1) FAA long-form grant closeout report for the grant to cover the projects identified in this scope of services. The closeout report elements include a project summary, final certifications, summary of grant payments, and outlay report. This work includes research to determine final project costs, preparation of the report, coordination with the Airport, State, and FAA-ADO for review, and preparation of final documents for Airport approval.

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A. shall not be considered part of the Basic Services and may be authorized by the Sponsor as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Additions to the project outside of this scope.
2. Any construction surveying required for the Project.
3. Additional geotechnical investigation required for the Project.
4. Hosting a pre-bid meeting.
5. Attendance of the bid opening.
6. Additional Field Investigation required beyond those specified.
7. Completion of additional special studies not identified in Section I.A.
8. Periodic completion of grant reimbursement requests (i.e. Credit Applications).
9. Attendance of additional meetings beyond those identified in the above scope.
10. All other services not specifically identified in Section I.A.

I.C. CONSIDERATION

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

Task	Estimated Fee	Method of Compensation
Task 1 – Design	\$ 20,000.00	Lump Sum
Task 2 – Construction Administration	\$ 30,000.00	Hourly Not-To-Exceed
Task 3 –Grant Administration	\$ 8,900.00	Lump Sum
TOTAL AUTHORIZED FEE	\$ 58,900.00	
Estimated Federal Share (90%)	\$ 53,010.00	
Estimated Local Share (10%)	\$ 5,890.00	

Progress payments shall be made in accordance with the Attached Fee Schedule (Exhibit IV) and Section III of the Master Agreement.

BASIS OF FEE ASSUMPTION

For this proposal, assumptions were made as to the nature of how or why certain situations will be handled. These assumptions are as follows:

- o Off-site improvement design will not be required.
- o Deliverables provided by CLIENT are sufficient to be used for the basis for design.
- o Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed.

I.D. SCHEDULE AND DELIVERABLES

The consulting services authorized under Section I.A. will be performed under the following schedule or as authorized by the CLIENT as the BASIC SERVICES proceed. See attached schedule for more details.

TASK	SERVICE DESCRIPTION	DATE
1	Design	October, 2016 – March, 2017
2	Bid Administration	April, 2017 – May, 2017
3	Funding Administration	May, 2017 – August, 2017
4	Construction Phase Services	June, 2017 – November, 2017

A list of deliverables are as follows:

1. FAA Pavement Design Report and FAA Form 5100
2. Preliminary and Final Cost Estimates
3. FAA Form 7460, Construction Safety Phasing Plan (CSPP)
4. Construction Plans, Specifications and Bid Documents
5. Bid Addendums as needed
6. Construction Progress Reports
7. Grant Quarterly Status Reports
8. Project Close Out Report

I.E. AUTHORIZATION

City of Storm Lake

Bolton & Menk, Inc.

By: _____
Date

By: Ronald A Roetzel 11-2-2016
Ronald A. Roetzel, P.E. Date
Aviation Services Manager

Attest: _____

Attachments:

Exhibit I – Required A/E Contract Provisions for Airport Improvement Program for Obligated Sponsors

Exhibit II – Resident Project Representative (RPR) Duties

Exhibit III – Project Fee Breakdown

Exhibit IV – Bolton & Menk 2016 Fee Schedule

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E). ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.326, 2 CFR § 200.333

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES

1) Title VI Solicitation Notice

Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2) Title VI Clauses for Compliance with Nondiscrimination Requirements

Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

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

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or **indirectly** in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.

- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3) Title VI List of Pertinent Nondiscrimination Authorities

Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor—Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II(F)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

Reference: 49 CFR part 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TEXTING WHEN DRIVING

(References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II(B)

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may takeover the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

References: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

BREACH OF CONTRACT TERMS

Reference 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

References: 49 CFR § 18.36(i)(12) and 2 CFR § 200 Appendix II(G) Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

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Exhibit II

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

- b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
- 4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.

8. Records:

- a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative=s responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

Exhibit III

ESTIMATED FEES SUMMARY

October 25, 2016

SPONSOR: STORM LAKE MUNICIPAL AIRPORT

PROJECT: STORM LAKE AIRPORT - 2016/17 IMPROVEMENTS - SUBDRAINS AND PAVEMENT REPAIR

BMI PROJECT No.: T51.111257

DESIGN, BID ADMINISTRATION, CONSTRUCTION and GRANT ADMINISTRATION SERVICES

TASK I - DESIGN		Engineering Fee
PHASE I - CONTRACT ADMINISTRATION		
1.0	Project Scoping	\$1,050.00
2.0	Project Coordination	\$700.00
	Expenses	\$0.00
TOTAL PHASE I - CONTRACT ADMINISTRATION		\$1,750.00
PHASE II - PRELIMINARY DESIGN		
3.0	Topographic Surveying	\$3,550.00
4.0	Geotechnical Investigation	\$0.00
5.0	Prepare Project Layout Sheet	\$265.00
6.0	Prepare FAA Pavement Design Report and FAA Form 5100	\$610.00
7.0	Prepare Preliminary Cost Estimate	\$460.00
8.0	Prepare FAA Form 7460, CSPP	\$575.00
9.0	Project Coordination	\$700.00
10.0	Project Meetings	\$1,750.00
	Expenses	\$0.00
TOTAL PHASE II - PRELIMINARY DESIGN		\$7,910.00
PHASE III - FINAL DESIGN		
11.0	Prepare Preliminary Plans	\$3,342.50
12.0	Prepare Preliminary Specifications	\$1,375.00
13.0	Update Plans to 95%	\$450.00
14.0	Update Specifications to 95%	\$655.00
15.0	Conduct Plan Review at 95% Complete	\$175.00
16.0	Prepare and Submit Final Plans and Specifications	\$640.00
17.0	Prepare and Submit Final Cost Estimate	\$550.00
18.0	Prepare Advertisement for Bids	\$240.00
19.0	Project Coordination	\$350.00
20.0	Project Meetings	\$1,050.00
	Expenses	\$0.00
TOTAL PHASE III - FINAL DESIGN		\$8,827.50
PHASE IV - BID ADMINISTRATION		
21.0	Furnish Bid Documents	\$130.00
22.0	Respond to Bidders Questions	\$350.00
23.0	Prepare and Distribute Addendums	\$350.00
24.0	Bid Review and Bid Tabulation	\$480.00
25.0	Prepare Recommendation for Award	\$175.00
	Expenses	\$0.00
TOTAL TASK II - BID ADMINISTRATION		\$1,485.00
TOTAL TASK I - DESIGN		\$19,972.50
TASK II - CONSTRUCTION ADMINISTRATION		
PHASE I - PRE-CONSTRUCTION SERVICES		
26.0	Pre-Construction Meeting	\$1,050.00
27.0	Initial Construction Layout and Construction Staking	\$0.00
28.0	Construction Quality Assurance and Management Plan	\$200.00
29.0	Prepare Contract Manuals	\$305.00
	Expenses	\$0.00
TOTAL PHASE I - PRE-CONSTRUCTION SERVICES		\$1,555.00
PHASE II - CONSTRUCTION MANAGEMENT		
30.0	Construction Management	\$5,300.00
	Expenses	\$0.00
TOTAL PHASE II - CONSTRUCTION MANAGEMENT		\$5,300.00
PHASE III - RESIDENT ENGINEERING		
31.0	Resident Project Representative Services	\$18,000.00
	Expenses	\$0.00
TOTAL PHASE III - RESIDENT ENGINEERING		\$18,000.00
PHASE IV - POST CONSTRUCTION SERVICES		
32.0	Final Inspection and Documentation	\$1,750.00
33.0	As-Built Plans, Equipment Manuals, and Materials Book	\$400.00
34.0	Update Airport Layout Plan	\$0.00
	Expenses	\$0.00
TOTAL PHASE IV - POST CONSTRUCTION SERVICES		\$2,150.00
TOTAL TASK II - CONSTRUCTION ENGINEERING		\$27,005.00
TASK III - GRANT ADMINISTRATION		
35.0	Grant Application and Administration	\$0.00
35.1	Grant Preapplication	\$2,650.00
35.2	DBE Update	\$1,630.00
35.3	Environmental Review, CATX	\$2,530.00
36.0	Project Closeout	\$2,070.00
	Expenses	\$0.00
TOTAL TASK III - GRANT ADMINISTRATION		\$8,880.00
TOTAL BOLTON & MENK FEES		\$55,857.50

DIRECT SUB CONSULTANTS	Fee
Electrical Engineering (for Design)	\$0.00
Topographic Surveying (for Design)	\$0.00
Pavement/Soil Testing (for Design)	\$0.00
Foundation/Soil Testing (for Construction)	\$3,000.00
Environmental Site Assessment	\$0.00
Architctural Design and Construction Services	
Pre and Final Design	\$0.00
Construction	\$0.00
TOTAL DIRECT SUB CONSULTANTS	\$3,000.00

TOTAL BOLTON & MENK FEES	\$55,857.50
TOTAL DIRECT SUB CONSULTANTS	\$3,000.00

ROUNDED		
TOTAL ENGINEERING FEES	\$58,857.50	\$58,900.00

TASK I - DESIGN	\$19,972.50	\$20,000.00
TASK II - CONSTRUCTION ADMINISTRATION	\$30,005.00	\$30,000.00
TASK III - GRANT ADMINISTRATION	\$8,880.00	\$8,900.00

FEDERAL SHARE (90%)	\$53,010.00
LOCAL SHARE (10%)	\$5,890.00

Item No.	Principal \$0.00	Project Manager \$175.00	Project Engineer \$130.00	Engineer I \$100.00	Senior Land Surveyor \$150.00	Land Surveyor \$115.00	Airport Planner \$140.00	Clerical \$65.00	Other \$0.00	Total Hours	Cost Summary
TASK I - DESIGN											
PHASE I - CONTRACT ADMINISTRATION											
1.0 Project Scoping											
1.1 Preliminary meetings with the Sponsor	0	4	0	0	0	0	0	0	0	4	\$700.00
1.2 Prepare project scope of work and proposal	0	2	0	0	0	0	0	0	0	2	\$350.00
2.0 Project Coordination	0	4	0	0	0	0	0	0	0	4	\$700.00
Expenses											
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$75.00
Mileage	0	0	0	0	0	0	0	0	0	0 Miles	\$0.57
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$100.00
Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	\$600.00
Meals	0	0	0	0	0	0	0	0	0	0	\$25.00
Total Expenses											\$0.00
PHASE I - CONTRACT ADMINISTRATION TOTAL											\$1,750.00
PHASE II - PRELIMINARY DESIGN											
3.0 Topographic Surveying											
3.1 Coordination (collect existing data, locate utilities)	0	2	0	0	2	2	0	0	0	6	\$880.00
3.2 Survey control	0	0	0	0	0	2	0	0	0	2	\$230.00
3.3 Field work	0	0	0	0	4	12	0	0	0	16	\$1,980.00
3.4 Convert survey data for design software	0	0	0	0	0	4	0	0	0	4	\$460.00
4.0 Geotechnical Investigation											
4.1 Coordination to schedule geotechnical work	0	0	0	0	0	0	0	0	0	0	\$0.00
4.2 Establish project testing requirements	0	0	0	0	0	0	0	0	0	0	\$0.00
4.3 Field work	0	0	0	0	0	0	0	0	0	0	\$0.00
4.4 Analyze data	0	0	0	0	0	0	0	0	0	0	\$0.00
5.0 Prepare Project Layout Sheet	0	0	0.5	2	0	0	0	0	0	2.5	\$265.00
6.0 Prepare FAA Pavement Design Report and FAA Form 5100	0	2	2	0	0	0	0	0	0	4	\$610.00
7.0 Prepare Preliminary Cost Estimate											
7.1 Calculate estimated preliminary quantities	0	0	1	1	0	0	0	0	0	2	\$230.00
7.2 Prepare preliminary cost estimates	0	0	1	1	0	0	0	0	0	2	\$230.00
8.0 Prepare FAA Form 7460, CSPP	0	1	4	0	0	0	0	0	0	5	\$575.00
9.0 Project Coordination	0	4	0	0	0	0	0	0	0	4	\$700.00
10.0 Project Meetings											
10.1 Present preliminary design, alternatives and recommendations to airport	0	6	0	0	0	0	0	0	0	6	\$1,050.00
10.2 Coordination meetings	0	4	0	0	0	0	0	0	0	4	\$700.00
Expenses											
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$75.00
Mileage	0	0	0	0	0	0	0	0	0	0 Miles	\$0.57
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$100.00
Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	\$600.00
Meals	0	0	0	0	0	0	0	0	0	0	\$25.00
Reproductions / Printing Charges	0	0	0	0	0	0	0	0	0	0	\$0.00
Total Expenses											\$0.00
PHASE II - PRELIMINARY DESIGN TOTAL											\$7,910.00
PHASE III - FINAL DESIGN											
11.0 Prepare Preliminary Plans											
General											
G-001 Cover Sheet, Sheet Index & Symbols	0	0	0	0.5	0	0	0	0	0	0.5	\$50.00
G-002 Legend & Abbreviations	0	0	0	0	0	0	0	0	0	0	\$0.00
G-003 General Notes	0	0	0	0	0	0	0	0	0	0	\$0.00
G-021 Project Layout Plan	0	0	0	0.5	0	0	0	0	0	0.5	\$50.00
G-041 Survey Control Plan	0	0	0	1	1	0	0	0	0	1	\$150.00
G-061 Project Quantity Tables	0	0	0	1	0	0	0	0	0	1	\$100.00
G-081 Construction O & Phasing Plan	0	0.5	0	2	0	0	0	0	0	2.5	\$287.50
Geotechnical											
B-051 Plan & Log of Soil Borings	0	0	0	0	0	0	0	0	0	0	\$0.00
Civil - General											
C-001 Civil Legend	0	0	0	0	0	0	0	0	0	0	\$0.00
C-021 Erosion Control Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
C-031 Erosion Control Details	0	0	0	0	0	0	0	0	0	0	\$0.00
C-041 Storm Water Management Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
C-051 Demolition Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
C-061 Demolition Details	0	0	0	0	0	0	0	0	0	0	\$0.00
C-081 Geometrics	0	0	0	0	0	0	0	0	0	0	\$0.00
C-091 Existing Contours	0	0	0	0.5	0	0	0	0	0	0.5	\$50.00
Civil - Site											
C-101 Grading & Drainage Plans	0	1	1	4	0	0	0	0	0	6	\$705.00
C-141 Intersection Details	0	0	0	0	0	0	0	0	0	0	\$0.00
C-201 Plan & Profiles	0	0	0	0	0	0	0	0	0	0	\$0.00

Item No.	Principal \$0.00	Project Manager \$175.00	Project Engineer \$130.00	Engineer I \$100.00	Senior Land Surveyor \$150.00	Land Surveyor \$115.00	Airport Planner \$140.00	Clerical \$65.00	Other \$0.00	Total Hours		Cost Summary
C-301 Typical Sections	0	0.5	0	1	0	0	0	0	0	1.5		\$187.50
C-311 Paving Details	0	0.5	0	2	0	0	0	0	0	2.5		\$287.50
C-321 Joining Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
C-341 Joining Details	0	0.5	0	1	0	0	0	0	0	1.5		\$187.50
C-361 Pavement Grooving Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Utility												
C-401 Plan & Profiles	0	0	0	0	0	0	0	0	0	0		\$0.00
C-501 Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Storm Sewer												
C-441 Plan & Profiles	0	0.5	0	4	0	0	0	0	0	4.5		\$487.50
C-451 Drainage Details	0	0.5	0	2	0	0	0	0	0	2.5		\$287.50
C-461 Inlet Layout Plan	0	0.5	0	1	0	0	0	0	0	1.5		\$187.50
Civil - Marking												
C-651 Marking Plans	0	0.5	0	1	0	0	0	0	0	1.5		\$187.50
C-671 Marking Details	0	0.5	0	0.5	0	0	0	0	0	1		\$137.50
C-681 Signing Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
C-691 Signing Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - X-Sections												
C-501 Cross Sections	0	0	0	0	0	0	0	0	0	0		\$0.00
Electrical												
E-101 Electrical Removals Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
E-201 Electrical Layout Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
E-301 Existing Signage Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
E-311 Proposed Signage Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
E-321 Sign Legend	0	0	0	0	0	0	0	0	0	0		\$0.00
E-401 Electrical Vault Layout	0	0	0	0	0	0	0	0	0	0		\$0.00
E-501 Existing Signage Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
E-601 Electrical Details	0	0	0	0	0	0	0	0	0	0		\$0.00
E-701 NAVAIDS Details	0	0	0	0	0	0	0	0	0	0		\$0.00
12.0 Prepare Preliminary Specifications												
12.1 Prepare preliminary technical specifications	0	2	0	0	0	0	0	1	0	3		\$415.00
12.2 Prepare preliminary contract documents	0	2	0	0	0	0	0	2	0	4		\$480.00
12.3 Prepare preliminary special provisions	0	2	0	0	0	0	0	2	0	4		\$480.00
13.0 Update Plans to 95%	0	2	0	1	0	0	0	0	0	3		\$450.00
14.0 Update Specifications to 95%	0	3	0	0	0	0	0	2	0	5		\$655.00
15.0 Conduct Plan Review at 95% Complete	0	1	0	0	0	0	0	0	0	1		\$175.00
16.0 Prepare and Submit Final Plans and Specifications	0	1	0	4	0	0	0	1	0	6		\$640.00
17.0 Prepare and Submit Final Cost Estimate												
17.1 Calculate estimated final quantities	0	1	0	1	0	0	0	0	0	2		\$275.00
17.2 Prepare final cost estimate	0	1	0	1	0	0	0	0	0	2		\$275.00
18.0 Prepare Advertisement for Bids	0	1	0	0	0	0	0	1	0	2		\$240.00
19.0 Project Coordination	0	2	0	0	0	0	0	0	0	2		\$350.00
20.0 Project Meetings												
20.1 Final design review	0	4	0	0	0	0	0	0	0	4		\$700.00
20.2 Coordination meetings	0	2	0	0	0	0	0	0	0	2		\$350.00
Expenses												
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$75.00	\$0.00
Mileage	0	0	0	0	0	0	0	0	0	0 Miles	\$0.57	\$0.00
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$100.00	\$0.00
Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	\$600.00	\$0.00
Meals	0	0	0	0	0	0	0	0	0	0	\$25.00	\$0.00
Reproductions / Printing Charges	0	0	0	0	0	0	0	0	0	0	\$250.00	\$0.00
Total Expenses												\$0.00
PHASE III - FINAL DESIGN TOTAL												\$8,827.50

Item No.	Principal \$0.00	Project Manager \$175.00	Project Engineer \$130.00	Engineer I \$100.00	Senior Land Surveyor \$150.00	Land Surveyor \$115.00	Airport Planner \$140.00	Clerical \$65.00	Other \$0.00	Total Hours		Cost Summary
PHASE IV - BID ADMINISTRATION												
21.0 Furnish Bid Documents	0	0	0	0	0	0	0	2	0	2		\$130.00
22.0 Respond to Bidders Questions	0	2	0	0	0	0	0	0	0	2		\$350.00
23.0 Prepare and Distribute Addendums	0	2	0	0	0	0	0	0	0	2		\$350.00
24.0 Bid Review and Bid Tabulation	0	2	0	0	0	0	0	2	0	4		\$480.00
25.0 Prepare Recommendation for Award	0	1	0	0	0	0	0	0	0	1		\$175.00
Expenses											Rate	
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$75.00	\$0.00
Mileage	0	0	0	0	0	0	0	0	0	0 Miles	\$0.57	\$0.00
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$100.00	\$0.00
Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	\$600.00	\$0.00
Meals	0	0	0	0	0	0	0	0	0	0	\$25.00	\$0.00
Reproductions / Printing Charges	0	0	0	0	0	0	0	0	0	0	\$250.00	\$0.00
Total Expenses												\$0.00
PHASE IV - BID ADMINISTRATION TOTAL												\$1,485.00
TASK I - DESIGN TOTAL												\$19,972.50
TASK II - CONSTRUCTION ADMINISTRATION												
PHASE I - PRE-CONSTRUCTION SERVICES												
26.0 Pre-Construction Meeting	0	6	0	0	0	0	0	0	0	6		\$1,050.00
27.0 Initial Construction Layout and Construction Staking	0	0	0	0	0	0	0	0	0	0		\$0.00
28.0 Construction Quality Assurance and Management Plan	0	0	0	2	0	0	0	0	0	2		\$300.00
29.0 Prepare Contract Manuals	0	1	0	0	0	0	0	2	0	3		\$305.00
Expenses											Rate	
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$75.00	\$0.00
Mileage	0	0	0	0	0	0	0	0	0	0 Miles	\$0.57	\$0.00
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$100.00	\$0.00
Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	\$600.00	\$0.00
Meals	0	0	0	0	0	0	0	0	0	0	\$25.00	\$0.00
Total Expenses												\$0.00
PHASE I - PRE-CONSTRUCTION SERVICES TOTAL												\$1,555.00
PHASE II - CONSTRUCTION MANAGEMENT												
30.0 Construction Management												
30.1 Monitor Construction Progress and Compliance	0	2	0	0	0	0	0	0	0	2		\$350.00
30.2 Provide Interpretation on Project Plans & Specs	0	1	0	0	0	0	0	0	0	1		\$175.00
30.3 Supervise & Coordinate Subconsultants	0	1	0	0	0	0	0	0	0	1		\$175.00
30.4 Review Shop Drawings	0	2	0	2	0	0	0	0	0	0		\$550.00
30.5 Review and Process Periodic Pay Requests	0	2	0	0	0	0	0	0	0	2		\$350.00
30.6 Review and Submit Weekly Progress Reports	0	4	0	2	0	0	0	0	0	6		\$900.00
30.7 Prepare, Review and Process Field Orders and Change Orders	0	2	0	0	0	0	0	0	0	2		\$350.00
30.8 Owner Coordination and Construction Progress Meetings	0	4	0	0	0	0	0	0	0	4		\$700.00
30.9 Coordinate On-Site Inspections w/Owner	0	4	0	0	0	0	0	0	0	4		\$700.00
30.10 Verify Materials QC Testing is According to Specs	0	2	0	0	0	0	0	0	0	2		\$350.00
30.11 Review and Update Field As-Built Drawings	0	2	0	0	0	0	0	0	0	2		\$350.00
30.12 Monitor Compliance with State Prevailing Wages and/or Davis Bacon Requirements	0	1	0	0	0	0	0	0	0	1		\$175.00
30.13 Monitor Compliance with DBE Program	0	1	0	0	0	0	0	0	0	1		\$175.00
Expenses											Rate	
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$75.00	\$0.00
Mileage	0	0	0	0	0	0	0	0	0	0 Miles	\$0.57	\$0.00
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$100.00	\$0.00
Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	\$600.00	\$0.00
Meals	0	0	0	0	0	0	0	0	0	0	\$25.00	\$0.00
Total Expenses												\$0.00
PHASE II - CONSTRUCTION MANAGEMENT TOTAL												\$5,300.00
PHASE III - RESIDENT ENGINEERING												
31.0 Resident Project Representative Services												
Field Inspection	Number of Days	0	0	0	30	0	0	0	0	0	30	
	Hours per Day	0	0	0	6	0	0	0	0	0	6	
	Total Hours	0	0	0	180	0	0	0	0	0	180	\$18,000.00
Expenses											Rate	
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$75.00	\$0.00
Mileage	0	0	0	0	0	0	0	0	0	0 Miles	\$0.57	\$0.00
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$100.00	\$0.00
Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	\$600.00	\$0.00
Meals	0	0	0	0	0	0	0	0	0	0	\$25.00	\$0.00
Total Expenses												\$0.00
PHASE III - RESIDENT ENGINEERING TOTAL												\$18,000.00

Item No.	Principal \$0.00	Project Manager \$175.00	Project Engineer \$130.00	Engineer I \$100.00	Senior Land Surveyor \$150.00	Land Surveyor \$115.00	Airport Planner \$140.00	Clerical \$65.00	Other \$0.00	Total Hours		Cost Summary
PHASE IV -POST CONSTRUCTION SERVICES												
32.0 Final Inspection and Documentation												
32.1 Final Inspection	0	6	0	0	0	0	0	0	0	6		\$1,050.00
32.2 Final Punch List	0	2	0	0	0	0	0	0	0	2		\$350.00
32.3 Final Construction Certifications	0	2	0	0	0	0	0	0	0	2		\$350.00
33.0 As-Built Plans, Equipment Manuals, and Materials Book												
33.1 As-Built Plans	0	0	0	4	0	0	0	0	0	4		\$400.00
33.2 Equipment Manuals	0	0	0	0	0	0	0	0	0	0		\$0.00
33.3 Materials Book	0	0	0	0	0	0	0	0	0	0		\$0.00
34.0 Update Airport Layout Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Expenses												
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	Rate \$75.00	\$0.00
Mileage	0	0	0	0	0	0	0	0	0	0 Miles	\$0.57	\$0.00
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$100.00	\$0.00
Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	\$600.00	\$0.00
Meals	0	0	0	0	0	0	0	0	0	0	\$25.00	\$0.00
Total Expenses												\$0.00
PHASE IV -POST CONSTRUCTION SERVICES TOTAL												\$2,150.00
TASK II - CONSTRUCTION ADMINISTRATION TOTAL												\$27,005.00
TASK III - GRANT ADMINISTRATION												
35.0 Grant Application and Administration	0	0	0	0	0	0	0	0	0	0		\$0.00
35.1 Grant Preapplication	0	8	0	0	0	0	8	2	0	18		\$2,650.00
35.2 DBE Update	0	2	0	2	0	0	4	8	0	16		\$1,630.00
35.3 Environmental Review, CATX	0	2	0	8	0	0	8	4	0	22		\$2,530.00
36.0 Project Closeout	0	2	0	12	0	0	0	8	0	22		\$2,070.00
Expenses												
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	Rate \$75.00	\$0.00
Mileage	0	0	0	0	0	0	0	0	0	0 Miles	\$0.57	\$0.00
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$100.00	\$0.00
Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	\$600.00	\$0.00
Meals	0	0	0	0	0	0	0	0	0	0	\$25.00	\$0.00
Total Expenses												\$0.00
TASK III - GRANT ADMINISTRATION TOTAL												\$8,880.00



2016 Schedule of Fees

The following Fee Schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the Professional and the Client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for Principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The Fee Schedule shall apply for the period through December 31, 2016. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$170-240/Hour
Sr. Project Manager - Principal Engineer/Surveyor/GIS/LA	\$127-180
Senior Transportation/Aviation Planner	\$125-175
Project Manager (Inc. Landscape Architect and GIS)	\$106-170
Project/Design Engineer/Planner/Landscape Architect	\$52-170
Licensed Surveyor (Inc. Lic. Project Surveyor or Manager)	\$94-165
Project Surveyor	\$82-130
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$47-140
Senior Technician (Inc. Survey ¹)	\$72-165
Technician (Inc. Survey ¹)	\$33-140
Administrative Support & Clerical	\$29-110
Structural/Electrical/Mechanical/Architect	\$120-215
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

Staff Summary

11/7/2016

Agenda Item # 21.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Motion To Approve Iowa Department Of Transportation Agreement For Gated Railroad Crossings

BACKGROUND: The DOT Commission approved funding for the installation of 12" LED flashing light signals, gate arms, and prediction circuitry at the railroad crossings located on Oneida Street, Barton Street, and Hudson Street. The State DOT will pay 90% of the cost and the City will be responsible for 10% of the cost.

FISCAL IMPACT: The City will be responsible for 10% of the cost:

Crossing	Total Cost	City portion
Oneida St.	\$216,065.00	\$21,606.50
Barton St.	\$202,689.00	\$20,268.90
Hudson	\$207,003.00	\$20,700.30
Total	\$625,757.00	\$62,575.70

RECOMMENDATION: Council make a Motion to Approve Iowa Department of Transportation Agreement for Gated Railroad Crossings.

ATTACHMENTS:

Description	Type
☐ Oneida Street - Railroad Crossing	Contract
☐ Barton Street - Railroad Crossing	Contract
☐ Hudson Street - Railroad Crossing	Contract

AGREEMENT

between

STATE OF IOWA

Iowa Department of Transportation

and

STORM LAKE, IOWA

and

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY

for the construction and cost participation covering the

installation of safety improvements at the railroad crossing at

Milepost 428.11 on Oneida Street and the COMPANY's track in

Storm Lake, Iowa and for reimbursement under 23 USC Section 130

Project No.: RRP-RR06(182)--8A-00

U.S. DOT No. 307503V

STATE Contact Person: Jim Gibson

COMPANY Contact Person: Harlan Arians

Iowa Department of Transportation

1006 East Fourth Street, Waterloo, Iowa 50703

800 Lincoln Way

Telephone No.: 319-236-9201

Ames, IA 50010

Office Telephone No. 515-239-1549

HIGHWAY AUTHORITY Contact Person: James Patrick, City Manager

P.O. Box 1086, 620 Erie Street, Storm Lake, IA 50588

Telephone No.: 712-732-8000

RRP(182) CCP2016

AGREEMENT

IN CONSIDERATION OF the mutual promises contained herein the COMPANY and the STATE and the HIGHWAY AUTHORITY agree as follows:

SECTION 1. Contracting Parties

This Agreement is between the State of Iowa acting by and through the Iowa Department of Transportation, hereafter called the STATE, and Chicago, Central & Pacific Railroad Company, hereafter called the COMPANY, and the City of Storm Lake, Iowa, hereafter called the HIGHWAY AUTHORITY.

SECTION 2. Purpose of Agreement

The STATE, the HIGHWAY AUTHORITY and the COMPANY enter into this Agreement for the purpose of installing two automatic gate units with 12" LED flashing light signals controlled by prediction circuitry and other necessary track circuit equipment at the Oneida Street crossing of COMPANY tracks in Storm Lake, Iowa. The STATE agrees to secure funds under 23 USC Section 130 for the costs of this construction. The work shall hereinafter be referred to as the PROJECT.

It is specifically understood and agreed that the COMPANY shall have no obligation to perform any individual PROJECT until such time as the agreement is fully executed by all parties identified.

SECTION 3. Preliminary Engineering

Preliminary Engineering includes production of site plans, cost estimates and circuit plans prepared by the COMPANY to the degree of completeness required for undertaking construction for the specified location. The site plan portion of the Circuit Plan (front sheet) and the cost estimate labeled as Exhibit "A" shall be attached and by this reference incorporated into this Agreement.

This Agreement acknowledges the COMPANY was requested by the STATE to perform preliminary engineering for the PROJECT, and that it was authorized to incur PROJECT reimbursable preliminary engineering costs beginning on 12/29/2015. The COMPANY hereby agrees to not invoice for preliminary engineering until such time this Agreement is fully executed.

SECTION 4. COMPANY Responsibility

The COMPANY or its consultant shall provide all engineering, materials, and labor to construct the Project. The Project shall be constructed in a good workmanlike manner in accord with COMPANY standards, and with Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F).

SECTION 5. HIGHWAY AUTHORITY Responsibility

The HIGHWAY AUTHORITY shall insure that all pavement markings are properly painted and advanced warning signs are in place and maintained as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. The HIGHWAY AUTHORITY shall also insure clear motorist view from the roadway lanes of the new flashing lights installed with the Project. This clear view shall be maintained by the HIGHWAY AUTHORITY for as long as the warning devices remain at the crossing.

SECTION 6. Notification Requirements

The COMPANY shall notify the STATE's contact person and the HIGHWAY AUTHORITY contact person no later than 14 days prior to the start of the PROJECT at the crossing. The COMPANY shall also notify the STATE's contact person and the HIGHWAY AUTHORITY contact person when the work at the PROJECT location is completed. The STATE's and the HIGHWAY AUTHORITY's contact persons are shown on page 1 of the Agreement.

SECTION 7. Work Start and Completion

The COMPANY shall begin construction of the PROJECT as soon as possible after the STATE gives written authorization to proceed, and shall complete the work for the PROJECT within eighteen (18) months of written authorization to proceed. The PROJECT shall be considered formally complete when the COMPANY physically completes the work. Costs incurred for work after eighteen (18) months of STATE authorization will not be reimbursed unless the COMPANY has requested and received from the STATE a written extension of the time for completion. The STATE shall have complete discretion and be the sole authority to grant or deny extensions. COMPANY costs incurred for work following time extensions will not be reimbursed.

SECTION 8. Delegation of Work

The COMPANY shall perform the PROJECT work with its own signal forces unless otherwise provided for in this Agreement or later approved in writing by the STATE.

In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall advise the STATE the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work.

SECTION 9. Regulations Affecting this Agreement

The PROJECT shall be financed from 23 USC Section 130 Railroad-Highway Crossings Fund as described in Section 13 herein. Regulations of the Federal Highway Administration apply to the PROJECT financed from funds appropriated under Federal Highway legislation and are subject to all applicable STATE laws, rules, and regulations. Specific reference is made to the Code of Federal Regulations (CFR): 23CFR 646B; 23 CFR 140I, 23 CFR 924, 49 CFR 234; Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR

655F); and any supplements or revisions to the Manual issued by the Federal Highway Administration.

SECTION 10. Standard Title VI Assurances

The COMPANY, and all agents of the COMPANY that participate in the PROJECT shall comply with Regulations relative to nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements pursuant to 49 CFR Subtitle A, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the STATE.

SECTION 11. Compliance with BuyAmerica Requirements

All portions of the PROJECT whether performed by the COMPANY or the COMPANY's contractor shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 BuyAmerica Requirements. The COMPANY shall maintain documentation/certification of all products of iron, steel, or a coating of steel that are incorporated into the PROJECT for a period of three years after completion of all obligations under this Agreement. The COMPANY shall provide copies of all documentation/certification under this section of this Agreement to the STATE within a reasonable time after the STATE's written request.

SECTION 12. Documentation of Material and Labor

The COMPANY shall document all materials and labor used to complete the PROJECT in accordance with the 23 CFR 140I.

SECTION 13. PROJECT Inspection

The STATE and the HIGHWAY AUTHORITY shall have the right to inspect the PROJECT

work at any time. After the PROJECT work has been substantially completed and is ready for final inspection, the COMPANY shall notify and deliver to the STATE a materials ~~inventory~~ list for the Project. Upon such notice, The STATE will arrange for final ~~an~~ inspection with the HIGHWAY AUTHORITY and COMPANY, on a mutually convenient date, so it can be determined whether the PROJECT complies with the terms of the Agreement and whether the installation is consistent with the material list supplied by the COMPANY. After the PROJECT has been completed the STATE shall deliver to the COMPANY a fully signed "CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE" on form supplied by the STATE showing completion in accord with the agreement and acceptance of the work by the HIGHWAY AUTHORITY. The signed certificate shall mean the PROJECT has been satisfactorily completed between the Parties, and no further work is required. The COMPANY shall also complete and deliver to the STATE the U.S. DOT-AAR CROSSING INVENTORY FORM or furnish this information by other mutually agreeable methods.

SECTION 14. Progressive and Final Payments

It is understood the STATE and the COMPANY enter this Agreement for the use of Federal-Aid 23 USC 130 funds to reimburse the COMPANY for ninety percent (90%) of the total eligible costs for this PROJECT. The HIGHWAY AUTHORITY shall pay ten percent (10%) of the total cost of this PROJECT. The COMPANY shall be required to pay the initial PROJECT costs. The COMPANY shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. PROJECT cost records shall be maintained in accord with 23 CFR 140I and separated by PROJECT location.

The COMPANY may submit progressive bills to the STATE and the HIGHWAY AUTHORITY for reimbursement of the eligible material and labor costs for the PROJECT. The billing for material shall be for those materials which have been delivered to the PROJECT

location or specifically purchased and delivered to the COMPANY for use on this PROJECT. The STATE and the HIGHWAY AUTHORITY may make progressive payments to the COMPANY for one-hundred percent (100%) of each party's billed participation, or the HIGHWAY AUTHORITY may elect to retain a percentage of their billed participation.

Upon completion of the PROJECT the COMPANY shall submit a detailed final statement to the STATE and the HIGHWAY AUTHORITY for reimbursement of at their respective percentages of the total actual and necessary expense of the work represented by the items shown in the Exhibit "A".

The STATE shall audit COMPANY records within eighteen (18) months after receipt of the final bill to determine total reimbursable project costs. Reimbursement to the COMPANY shall be governed by the STATE's CERTIFICATE OF AUDIT for the Project location. This Certificate shall establish the eligible Project cost. In the event of overpayment by the HIGHWAY AUTHORITY, as determined by the STATE's audit, the COMPANY shall reimburse the HIGHWAY AUTHORITY the amount of the overpayment within 30 days of its receipt of the STATE's audit.

The COMPANY shall reimburse the STATE for any justifiable exceptions as determined by the STATE's audit. The STATE shall reimburse the COMPANY an amount not to exceed the Federal Highway Administration reimbursement under 23 USC 130.

SECTION 15. Operation and Maintenance

The COMPANY shall operate and maintain the warning device improvements at each location in good working order for as long as the HIGHWAY AUTHORITY at the crossing considers the warning device improvements necessary. The STATE may pay up to 75 percent of the annual maintenance costs of an active warning device improvement from the State Grade Crossing Safety Fund for the crossings listed in Exhibit "B" of this Agreement.

SECTION 16. Relocation or Removal of Automatic Warning System

Once installed the warning device improvements shall not be removed except in accordance with this section of this Agreement. If warning devices are no longer necessary the COMPANY may remove it at its own expense. In the event the railroad crossing is abandoned or removed by the COMPANY within ten (10) years from the effective date of the CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE, the COMPANY shall relocate the applicable system to a site agreed upon by the COMPANY and the STATE. If the warning devices are not relocated the COMPANY shall credit or pay the net salvage value to the STATE for the value of the materials salvaged by the COMPANY.

SECTION 17. Successors In Interest

This Agreement is binding upon all successors and assigns.

SECTION 18. No Prior Representation

This Agreement and its exhibits constitute the entire Agreement between the STATE, the HIGHWAY AUTHORITY and the COMPANY concerning this PROJECT. Any substantial change in the PROJECT as determined by the STATE and the HIGHWAY AUTHORITY must receive prior written approval by the STATE and the HIGHWAY AUTHORITY.

SECTION 19. Effective Date of Agreement

This Agreement shall be effective upon the date of the STATE's execution.

SECTION 20. Notices to Contact Persons

All notices required under this Agreement shall be made to the respective Contact Persons listed on page 1 of this Agreement.

SECTION 21. Termination Due to Lack of Funds

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE shall have the right to terminate this Agreement without penalty and

without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the STATE to make any payment hereunder are insufficient or unavailable for any other reason as determined by the STATE in its sole discretion; or 3. If the STATE's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified.

The STATE shall provide the COMPANY with written notice of termination pursuant to this section. The STATE will pay the COMPANY for the STATE share of the non-cancelable obligations allowable under the Agreement and properly incurred by the COMPANY prior to termination.

SECTION 22. Execution Clause

This Agreement may be executed and delivered in three or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY, the HIGHWAY AUTHORITY and the
STATE hereto have caused this Agreement to be executed by their duly authorized officers as of
the dates below indicated.

Executed by the COMPANY this

Chicago, Central & Pacific Railroad

____ day of _____, 20____

By _____

Name and Title

Executed by the HIGHWAY AUTHORITY this

City of Storm Lake, Iowa

____ day of _____, 20____

By _____

Name and Title

Executed by the STATE this

STATE OF IOWA

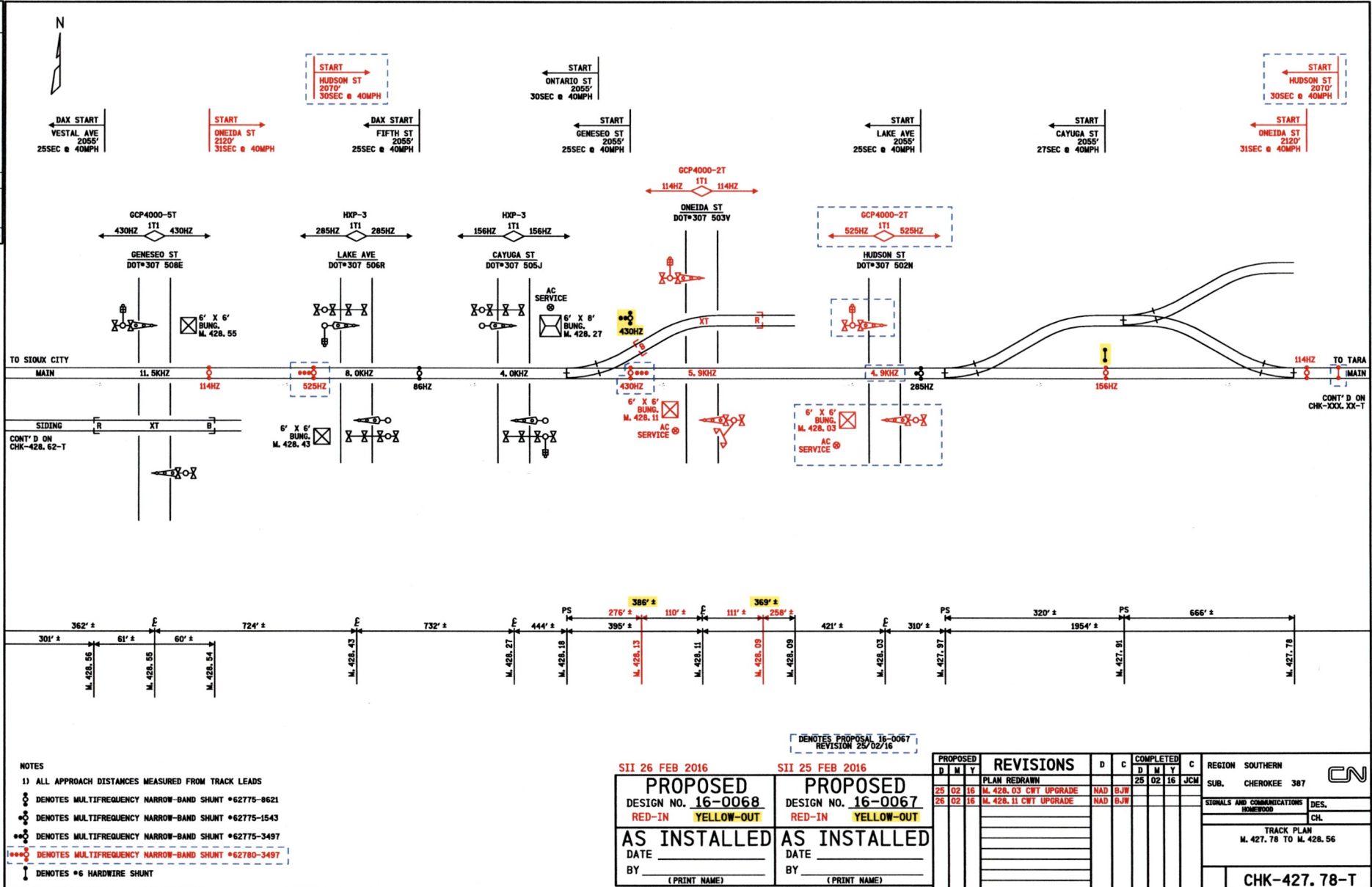
Iowa Department of Transportation

____ day of _____, 20____

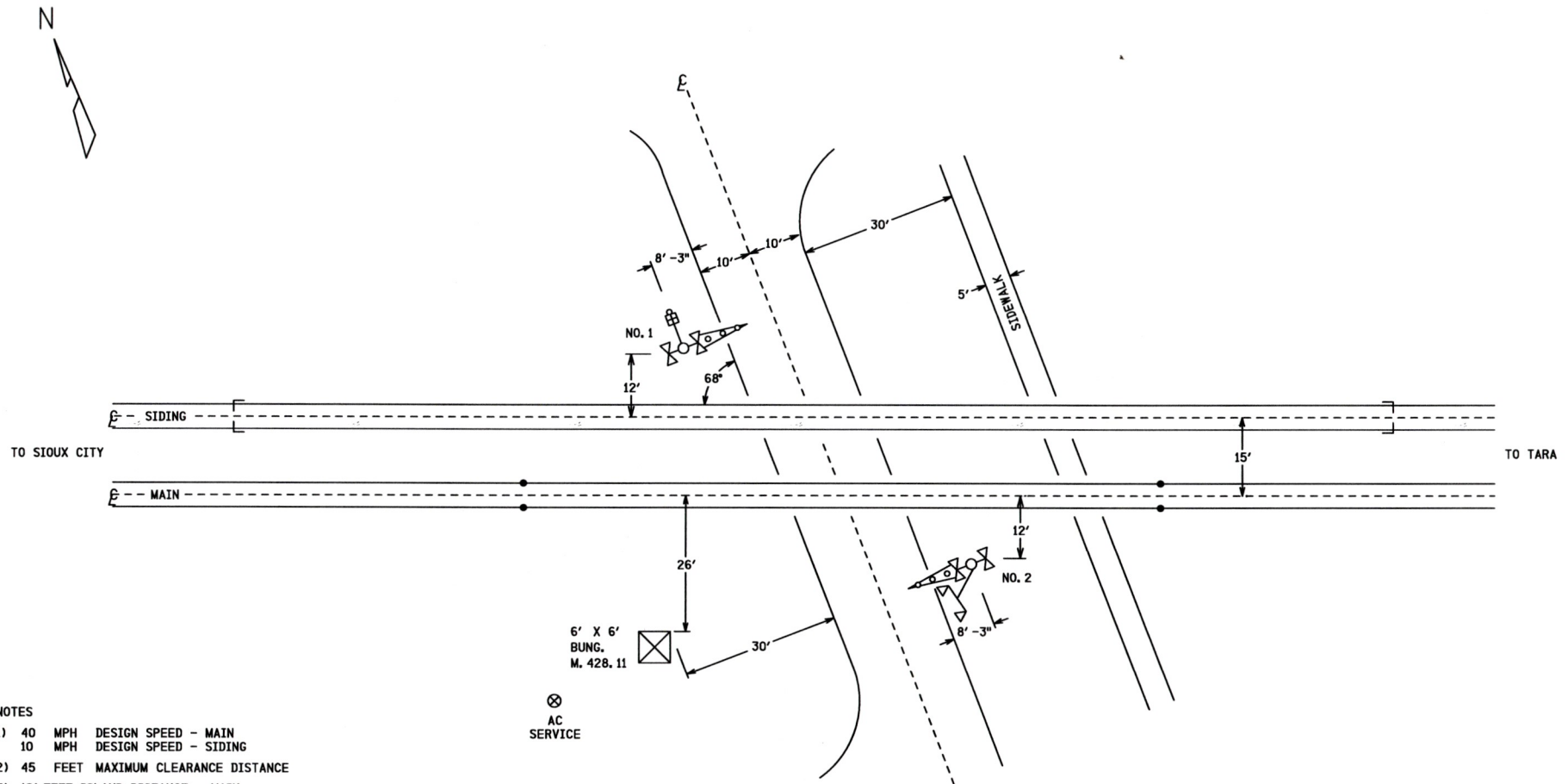
By _____

SIEMENS INDUSTRY INC			
DES. : NAD	DATE: 25/02/16	JOB NO. : JXHE046038	
CKO. : BJW	ISSUE DATE: N/A	EST. NO. N/A	
DRN. : JCM	PLAN NO. 1N/A	SHEET N/A OF N/A	
P TIME:16:04	P DATE: 18-MAR-2016	CAD ID. : CHK-427, 78-T	

EXHIBIT A-1



chk-427.78-t.dgn
18-MAR-2016



NOTES

- 1) 40 MPH DESIGN SPEED - MAIN
10 MPH DESIGN SPEED - SIDING
- 2) 45 FEET MAXIMUM CLEARANCE DISTANCE
- 3) 121 FEET ISLAND DISTANCE - MAIN
221 FEET ISLAND DISTANCE - SIDING
- 4) CONSTANT WARNING CONTROL - MAIN
ISLAND ONLY CIRCUIT CONTROL - SIDING
- 5) APPROACH CIRCUIT DISTANCE PROVIDES FOR:
 - 1 SEC CLEARANCE TIME
 - 0 SEC PREEMPTION TIME (0 SEC ADVANCE TIME)
 - 21 SEC MINIMUM WARNING TIME
 - 4 SEC GATE DESCENT DELAY
 - 10 SEC BUFFER TIME
 - 5 SEC EQUIPMENT REACTION TIME
- 6) 18 FEET NO.1 GATE ARM LENGTH
18 FEET NO.2 GATE ARM LENGTH

SII 26 FEB 2016

PROPOSED		
D	M	Y
DESIGN NO. 16-0068		
RED-IN YELLOW-OUT		
AS INSTALLED		
DATE		
BY		
(PRINT NAME)		

PROPOSED			REVISIONS			COMPLETED			REGION SOUTHERN		
D	M	Y				D	M	Y	D	C	
									SUB. CHEROKEE 387		
									SIGNALS AND COMMUNICATIONS		
									DES. ASG		
									26 FEBRUARY 2016		
									CH. BJW		
									SITUATION SKETCH		
									SCALE 1" = 20'		
									STORM LAKE, IA		
									ONEIDA ST		
									CHK-428.11-0		

Oneida Street

Page 2

Storm Lake, IA

16-307503V

MATERIAL

MISCELLANEOUS MATERIAL

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Backfill	100	TON	\$ 85.00	\$ 8,500.00
Signal Material	1	LOT	\$ 1,000.00	\$ 1,000.00
17kw Generator Assembly	1	EACH	\$ 7,200.00	\$ 7,200.00
Insulated Joint	4	EACH	\$ 1,200.00	\$ 4,800.00
				=====
SUBTOTAL MISCELLANEOUS MATERIAL				\$ 21,500.00

CROSSING PACKAGE MATERIAL

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Pre-wired Aluminum Bungalow, 6'x6'	1	EACH	\$ 18,000.00	\$ 18,000.00
GCP 4000 1 Track (redundant)	1	EACH	\$ 18,020.00	\$ 18,020.00
DC converter, 2TC	1	EACH	\$ 550.00	\$ 550.00
Relay, ST, 4 Ω, 400010 w/Plugboard	1	EACH	\$ 600.00	\$ 600.00
Resistor (4 Ohm & 2.5 Ohm)	2	EACH	\$ 45.00	\$ 90.00
Multi-freq NBS, 340-970 Hz	1	EACH	\$ 330.00	\$ 330.00
Multi-freq NBS, 86-211 Hz	2	EACH	\$ 500.00	\$ 1,000.00
Shunt/Coupler Enclosure	3	EACH	\$ 550.00	\$ 1,650.00
SEAR II, ILOD	2	EACH	\$ 408.00	\$ 816.00
Modem, Raven X	1	EACH	\$ 3,375.00	\$ 3,375.00
Wayside Access Gateway	1	EACH	\$ 850.00	\$ 850.00
SEAR II, Ground Fault Sensor	1	EACH	\$ 420.00	\$ 420.00
Converter, 12VDC/12VDC	1	EACH	\$ 1,431.00	\$ 1,431.00
Rectifier, NRS 20A	1	EACH	\$ 380.00	\$ 380.00
Rectifier, NRS 40A	1	EACH	\$ 575.00	\$ 575.00
Battery, Ni-Cad, SPL 250 AH	11	EACH	\$ 200.00	\$ 2,200.00
Battery, Ni-Cad, SPL 340 AH	9	EACH	\$ 275.00	\$ 2,475.00
LED Flasher & Gate Assembly, 2-Way	1	EACH	\$ 8,900.00	\$ 8,900.00
LED Flasher & Gate Assy w/1 Sidelite	1	EACH	\$ 9,700.00	\$ 9,700.00
Foundation, S-2	2	EACH	\$ 1,100.00	\$ 2,200.00
Arm, E-Z Gate, 16-24'	2	EACH	\$ 605.00	\$ 1,210.00
Gatekeeper, SK-1000	2	EACH	\$ 1,410.00	\$ 2,820.00
Sign, "2 Tracks", w/Hardware	2	EACH	\$ 80.00	\$ 160.00
Bell, Electronic	1	EACH	\$ 385.00	\$ 385.00
Wire, 2c/6, T10456	800	FEET	\$ 1.63	\$ 1,304.00
Cable, 3c/6, T10458	100	FEET	\$ 3.21	\$ 321.00
Cable, 7c/6, 9c/14, T12481	500	FEET	\$ 5.20	\$ 2,600.00
				=====
SUBTOTAL CROSSING PACKAGE MATERIAL				\$ 82,362.00
				=====
TOTAL MATERIAL				\$ 103,862.00

Oneida Street

Page 3

Storm Lake, IA

16-307503V

LABOR

SIGNAL LABOR

<u>Item</u>	<u>Gang Days</u>	<u>Cost/Day</u>	<u>Cost</u>
5-man Gang	10	\$ 2,000.00	\$ 20,000.00
			=====
SUBTOTAL SIGNAL LABOR			\$ 20,000.00

MISCELLANEOUS LABOR

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Preliminary Engineering	1	L.S.	\$ 2,500.00	\$ 2,500.00
Construction Engineering	1	L.S.	\$ 300.00	\$ 300.00
Accounting	1	L.S.	\$ 200.00	\$ 200.00
				=====
SUBTOTAL MISCELLANEOUS LABOR				\$ 3,000.00

				=====
TOTAL LABOR				\$ 23,000.00

OTHER

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Contractor/Rented Equipment	1	L.S.	\$ 6,250.00	\$ 6,250.00
Directional Boring (By Others)	200	FT	\$ 41.00	\$ 8,200.00
Power Service, AC	1	L.S.	\$ 8,000.00	\$ 8,000.00
Freight on Crossing Package	1	L.S.	\$ 5,000.00	\$ 5,000.00
Preliminary Engineering (Contracted)	1	L.S.	\$ 2,500.00	\$ 2,500.00
Construction Engineering (Contracted)	1	L.S.	\$ 8,000.00	\$ 8,000.00
Per Diem/Business Expense	1	L.S.	\$ 7,000.00	\$ 7,000.00
Sales Tax on Material	1	L.S.	\$ 5,765.00	\$ 5,765.00
				=====
TOTAL OTHER				\$ 50,715.00

				=====
TOTAL DIRECT COSTS				\$ 177,577.00

Oneida Street

Page 4

Storm Lake, IA

16-307503V

FHWA ADDITIVES

Material		\$ 103,862.00	
Material Additive	5.00%		\$ 5,193.00
Signal Labor		\$ 20,000.00	
Signal Labor Additive	144.76%		\$ 28,952.00
Engineering Labor		\$ 2,800.00	
Engineering Labor Additive	144.76%		\$ 4,053.00
Accounting Labor		\$ 200.00	
Accounting Labor Additive	144.76%		\$ 290.00
Other		\$ 50,715.00	
		=====	=====
TOTAL DIRECT COSTS		\$ 177,577.00	
TOTAL FHWA ADDITIVES			\$ 38,488.00
			=====
GRAND TOTAL FHWA BASIS			\$ 216,065.00

**Federal Aid Rail/Highway Safety Fund Program
Signal Installation Eligible for Maintenance Reimbursement
under this Agreement**

<u>FRA#</u>	<u>SEQ</u>	<u>Highway Jurisd.</u>	<u>Location</u>
307503V	07	Storm Lake, IA	Oneida Street

AGREEMENT

between

STATE OF IOWA

Iowa Department of Transportation

and

STORM LAKE, IOWA

and

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY

for the construction and cost participation covering the
installation of safety improvements at the railroad crossing at
Milepost 429.16 on Barton Street and the COMPANY's track in
Storm Lake, Iowa and for reimbursement under 23 USC Section 130

Project No.: RRP-RR07(182)--8A-00

U.S. DOT No. 307516W

STATE Contact Person: Jim Gibson

Iowa Department of Transportation

800 Lincoln Way

Ames, IA 50010

Office Telephone No. 515-239-1549

COMPANY Contact Person: Harlan Arians

1006 East Fourth Street, Waterloo, Iowa 50703

Telephone No.: 319-236-9201

HIGHWAY AUTHORITY Contact Person: James Patrick, City Manager

P.O. Box 1086, 620 Erie Street, Storm Lake, IA 50588

Telephone No.: 712-732-8000

RRP(182) CCP2016

AGREEMENT

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SECTION 2. Purpose of Agreement

The STATE, the HIGHWAY AUTHORITY and the COMPANY enter into this Agreement for the purpose of installing two automatic gate units with 12" LED flashing light signals controlled by prediction circuitry and other necessary track circuit equipment at the Barton Street crossing of COMPANY tracks in Storm Lake, Iowa. The STATE agrees to secure funds under 23 USC Section 130 for the costs of this construction. The work shall hereinafter be referred to as the PROJECT.

It is specifically understood and agreed that the COMPANY shall have no obligation to perform any individual PROJECT until such time as the agreement is fully executed by all parties identified.

SECTION 3. Preliminary Engineering

Preliminary Engineering includes production of site plans, cost estimates and circuit plans prepared by the COMPANY to the degree of completeness required for undertaking construction for the specified location. The site plan portion of the Circuit Plan (front sheet) and the cost estimate labeled as Exhibit "A" shall be attached and by this reference incorporated into this Agreement.

This Agreement acknowledges the COMPANY was requested by the STATE to perform preliminary engineering for the PROJECT, and that it was authorized to incur PROJECT reimbursable preliminary engineering costs beginning on 12/29/2015. The COMPANY hereby agrees to not invoice for preliminary engineering until such time this Agreement is fully executed.

SECTION 4. COMPANY Responsibility

The COMPANY or its consultant shall provide all engineering, materials, and labor to construct the Project. The Project shall be constructed in a good workmanlike manner in accord with COMPANY standards, and with Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F).

SECTION 5. HIGHWAY AUTHORITY Responsibility

The HIGHWAY AUTHORITY shall insure that all pavement markings are properly painted and advanced warning signs are in place and maintained as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. The HIGHWAY AUTHORITY shall also insure clear motorist view from the roadway lanes of the new flashing lights installed with the Project. This clear view shall be maintained by the HIGHWAY AUTHORITY for as long as the warning devices remain at the crossing.

SECTION 6. Notification Requirements

The COMPANY shall notify the STATE's contact person and the HIGHWAY AUTHORITY contact person no later than 14 days prior to the start of the PROJECT at the crossing. The COMPANY shall also notify the STATE's contact person and the HIGHWAY AUTHORITY contact person when the work at the PROJECT location is completed. The STATE's and the HIGHWAY AUTHORITY's contact persons are shown on page 1 of the Agreement.

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The COMPANY shall begin construction of the PROJECT as soon as possible after the STATE gives written authorization to proceed, and shall complete the work for the PROJECT within eighteen (18) months of written authorization to proceed. The PROJECT shall be considered formally complete when the COMPANY physically completes the work. Costs incurred for work after eighteen (18) months of STATE authorization will not be reimbursed unless the COMPANY has requested and received from the STATE a written extension of the time for completion. The STATE shall have complete discretion and be the sole authority to grant or deny extensions. COMPANY costs incurred for work following time extensions will not be reimbursed.

SECTION 8. Delegation of Work

The COMPANY shall perform the PROJECT work with its own signal forces unless otherwise provided for in this Agreement or later approved in writing by the STATE.

In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall advise the STATE the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work.

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655F); and any supplements or revisions to the Manual issued by the Federal Highway Administration.

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SECTION 11. Compliance with BuyAmerica Requirements

All portions of the PROJECT whether performed by the COMPANY or the COMPANY's contractor shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 BuyAmerica Requirements. The COMPANY shall maintain documentation/certification of all products of iron, steel, or a coating of steel that are incorporated into the PROJECT for a period of three years after completion of all obligations under this Agreement. The COMPANY shall provide copies of all documentation/certification under this section of this Agreement to the STATE within a reasonable time after the STATE's written request.

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The COMPANY shall document all materials and labor used to complete the PROJECT in accordance with the 23 CFR 140I.

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The STATE and the HIGHWAY AUTHORITY shall have the right to inspect the PROJECT

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SECTION 14. Progressive and Final Payments

It is understood the STATE and the COMPANY enter this Agreement for the use of Federal-Aid 23 USC 130 funds to reimburse the COMPANY for ninety percent (90%) of the total eligible costs for this PROJECT. The HIGHWAY AUTHORITY shall pay ten percent (10%) of the total cost of this PROJECT. The COMPANY shall be required to pay the initial PROJECT costs. The COMPANY shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. PROJECT cost records shall be maintained in accord with 23 CFR 140I and separated by PROJECT location.

The COMPANY may submit progressive bills to the STATE and the HIGHWAY AUTHORITY for reimbursement of the eligible material and labor costs for the PROJECT. The billing for material shall be for those materials which have been delivered to the PROJECT

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Upon completion of the PROJECT the COMPANY shall submit a detailed final statement to the STATE and the HIGHWAY AUTHORITY for reimbursement of at their respective percentages of the total actual and necessary expense of the work represented by the items shown in the Exhibit "A".

The STATE shall audit COMPANY records within eighteen (18) months after receipt of the final bill to determine total reimbursable project costs. Reimbursement to the COMPANY shall be governed by the STATE's CERTIFICATE OF AUDIT for the Project location. This Certificate shall establish the eligible Project cost. In the event of overpayment by the HIGHWAY AUTHORITY, as determined by the STATE's audit, the COMPANY shall reimburse the HIGHWAY AUTHORITY the amount of the overpayment within 30 days of its receipt of the STATE's audit.

The COMPANY shall reimburse the STATE for any justifiable exceptions as determined by the STATE's audit. The STATE shall reimburse the COMPANY an amount not to exceed the Federal Highway Administration reimbursement under 23 USC 130.

SECTION 15. Operation and Maintenance

The COMPANY shall operate and maintain the warning device improvements at each location in good working order for as long as the HIGHWAY AUTHORITY at the crossing considers the warning device improvements necessary. The STATE may pay up to 75 percent of the annual maintenance costs of an active warning device improvement from the State Grade Crossing Safety Fund for the crossings listed in Exhibit "B" of this Agreement.

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Once installed the warning device improvements shall not be removed except in accordance with this section of this Agreement. If warning devices are no longer necessary the COMPANY may remove it at its own expense. In the event the railroad crossing is abandoned or removed by the COMPANY within ten (10) years from the effective date of the CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE, the COMPANY shall relocate the applicable system to a site agreed upon by the COMPANY and the STATE. If the warning devices are not relocated the COMPANY shall credit or pay the net salvage value to the STATE for the value of the materials salvaged by the COMPANY.

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This Agreement is binding upon all successors and assigns.

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This Agreement and its exhibits constitute the entire Agreement between the STATE, the HIGHWAY AUTHORITY and the COMPANY concerning this PROJECT. Any substantial change in the PROJECT as determined by the STATE and the HIGHWAY AUTHORITY must receive prior written approval by the STATE and the HIGHWAY AUTHORITY.

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SECTION 21. Termination Due to Lack of Funds

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE shall have the right to terminate this Agreement without penalty and

without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the STATE to make any payment hereunder are insufficient or unavailable for any other reason as determined by the STATE in its sole discretion; or 3. If the STATE's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified.

The STATE shall provide the COMPANY with written notice of termination pursuant to this section. The STATE will pay the COMPANY for the STATE share of the non-cancelable obligations allowable under the Agreement and properly incurred by the COMPANY prior to termination.

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This Agreement may be executed and delivered in three or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY, the HIGHWAY AUTHORITY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the COMPANY this

Chicago, Central & Pacific Railroad

____ day of _____, 20____

By _____

Name and Title

Executed by the HIGHWAY AUTHORITY this

City of Storm Lake, Iowa

____ day of _____, 20____

By _____

Name and Title

Executed by the STATE this

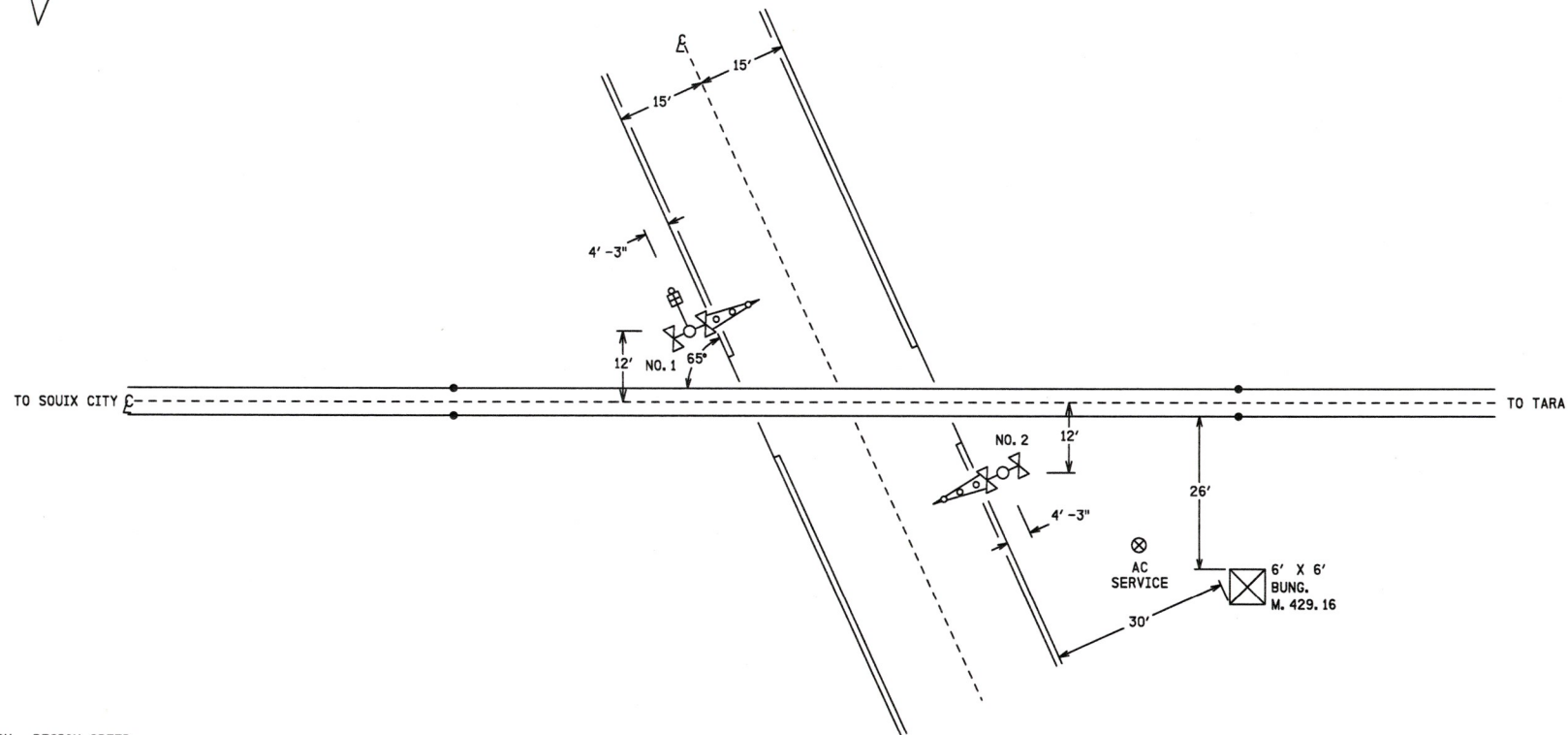
STATE OF IOWA

Iowa Department of Transportation

____ day of _____, 20____

By _____

[illegible]



NOTES

- 1) 40 MPH DESIGN SPEED
- 2) 35 FEET MAXIMUM CLEARANCE DISTANCE
- 3) 134 FEET ISLAND DISTANCE
- 4) CONSTANT WARNING CONTROL
- 5) APPROACH CIRCUIT DISTANCE PROVIDES FOR:
 - 0 SEC CLEARANCE TIME
 - 0 SEC PREEMPTION TIME (0 SEC ADVANCE TIME)
 - 20 SEC MINIMUM WARNING TIME
 - 4 SEC GATE DESCENT DELAY
 - 10 SEC BUFFER TIME
 - 5 SEC EQUIPMENT REACTION TIME
- 6) 19 FEET NO. 1 GATE ARM LENGTH
- 19 FEET NO. 2 GATE ARM LENGTH

SII 25 FEB 2016

PROPOSED
 DESIGN NO. **16-0069**
 RED-IN YELLOW-OUT

AS INSTALLED
 DATE _____
 BY _____
 (PRINT NAME)

PROPOSED			REVISIONS			D	C	COMPLETED			C	REGION SOUTHERN	
D	M	Y	D	M	Y			D	M	Y		SUB. CHEROKEE 387	CN
												SIGNALS AND COMMUNICATIONS HOMEPOD	DES. NAD
												25 FEBRUARY 2016	CH. BJW
												SITUATION SKETCH SCALE 1" = 20' STORM LAKE, IA	
												BARTON ST	
												CHK-429.16-0	

SIEMENS INDUSTRY INC.
 LOUISVILLE DIVISION, LOUISVILLE, KY

DOT#307 516W

Barton Street

Page 2

Storm Lake, IA

16-307516W

MATERIALMISCELLANEOUS MATERIAL

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Backfill	100	TON	\$ 85.00	\$ 8,500.00
Signal Material	1	LOT	\$ 1,000.00	\$ 1,000.00
17kw Generator Assembly	1	EACH	\$ 7,200.00	\$ 7,200.00
				=====
SUBTOTAL MISCELLANEOUS MATERIAL				\$ 16,700.00

CROSSING PACKAGE MATERIAL

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Pre-wired Aluminum Bungalow, 6'x6'	1	EACH	\$ 18,000.00	\$ 18,000.00
GCP 4000 1 Track (redundant)	1	EACH	\$ 18,020.00	\$ 18,020.00
Multi-freq NBS, 86-211 Hz	2	EACH	\$ 500.00	\$ 1,000.00
Shunt/Coupler Enclosure	2	EACH	\$ 550.00	\$ 1,100.00
SEAR II, ILOD	2	EACH	\$ 408.00	\$ 816.00
Modem, Raven X	1	EACH	\$ 3,375.00	\$ 3,375.00
Wayside Access Gateway	1	EACH	\$ 850.00	\$ 850.00
SEAR II, Ground Fault Sensor	1	EACH	\$ 420.00	\$ 420.00
Convertor, 12VDC/12VDC	1	EACH	\$ 1,431.00	\$ 1,431.00
Rectifier, NRS 20A	1	EACH	\$ 380.00	\$ 380.00
Rectifier, NRS 40A	1	EACH	\$ 575.00	\$ 575.00
Battery, Ni-Cad, SPL 250 AH	11	EACH	\$ 200.00	\$ 2,200.00
Battery, Ni-Cad, SPL 340 AH	9	EACH	\$ 275.00	\$ 2,475.00
LED Flasher & Gate Assembly, 2-Way	2	EACH	\$ 8,900.00	\$ 17,800.00
Foundation, S-2	2	EACH	\$ 1,100.00	\$ 2,200.00
Arm, E-Z Gate, 16-24'	2	EACH	\$ 605.00	\$ 1,210.00
Gatekeeper, SK-1000	2	EACH	\$ 1,410.00	\$ 2,820.00
Bell, Electronic	1	EACH	\$ 385.00	\$ 385.00
Wire, 2c/6, T10456	400	FEET	\$ 1.63	\$ 652.00
Cable, 3c/6, T10458	100	FEET	\$ 3.21	\$ 321.00
Cable, 7c/6, 9c/14, T12481	400	FEET	\$ 5.20	\$ 2,080.00
				=====
SUBTOTAL CROSSING PACKAGE MATERIAL				\$ 78,110.00
				=====
TOTAL MATERIAL				\$ 94,810.00

Barton Street

Page 3

Storm Lake, IA

16-307516W

LABOR

SIGNAL LABOR

<u>Item</u>	<u>Gang Days</u>	<u>Cost/Day</u>	<u>Cost</u>
5-man Gang	10	\$ 2,000.00	\$ 20,000.00
			=====
SUBTOTAL SIGNAL LABOR			\$ 20,000.00

MISCELLANEOUS LABOR

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Preliminary Engineering	1	L.S.	\$ 2,500.00	\$ 2,500.00
Construction Engineering	1	L.S.	\$ 300.00	\$ 300.00
Accounting	1	L.S.	\$ 200.00	\$ 200.00
				=====
SUBTOTAL MISCELLANEOUS LABOR				\$ 3,000.00

TOTAL LABOR

=====

\$ 23,000.00

OTHER

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Contractor/Rented Equipment	1	L.S.	\$ 6,250.00	\$ 6,250.00
Directional Boring (By Others)	125	FT	\$ 41.00	\$ 5,125.00
Power Service, AC	1	L.S.	\$ 8,000.00	\$ 8,000.00
Freight on Crossing Package	1	L.S.	\$ 5,000.00	\$ 5,000.00
Preliminary Engineering (Contracted)	1	L.S.	\$ 2,500.00	\$ 2,500.00
Construction Engineering (Contracted)	1	L.S.	\$ 7,500.00	\$ 7,500.00
Per Diem/Business Expense	1	L.S.	\$ 7,000.00	\$ 7,000.00
Sales Tax on Material	1	L.S.	\$ 5,468.00	\$ 5,468.00
				=====
TOTAL OTHER				\$ 46,843.00

TOTAL DIRECT COSTS

=====

\$ 164,653.00

Barton Street

Page 4

Storm Lake, IA

16-307516W

FHWA ADDITIVES

Material		\$ 94,810.00	
Material Additive	5.00%		\$ 4,741.00
Signal Labor		\$ 20,000.00	
Signal Labor Additive	144.76%		\$ 28,952.00
Engineering Labor		\$ 2,800.00	
Engineering Labor Additive	144.76%		\$ 4,053.00
Accounting Labor		\$ 200.00	
Accounting Labor Additive	144.76%		\$ 290.00
Other		\$ 46,843.00	
		=====	=====
TOTAL DIRECT COSTS		\$ 164,653.00	
TOTAL FHWA ADDITIVES			\$ 38,036.00
			=====
GRAND TOTAL FHWA BASIS			\$ 202,689.00

**Federal Aid Rail/Highway Safety Fund Program
Signal Installation Eligible for Maintenance Reimbursement
under this Agreement**

<u>FRA#</u>	<u>SEQ</u>	<u>Highway Jurisd.</u>	<u>Location</u>
307516W	07	Storm Lake, IA	Barton Street

AGREEMENT

between

STATE OF IOWA

Iowa Department of Transportation

and

STORM LAKE, IOWA

and

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY

for the construction and cost participation covering the
installation of safety improvements at the railroad crossing at
Milepost 428.03 on Hudson Street and the COMPANY's track in
Storm Lake, Iowa and for reimbursement under 23 USC Section 130

Project No.: RRP-RR05(182)--8A-00

U.S. DOT No. 307502N

STATE Contact Person: Jim Gibson

COMPANY Contact Person: Harlan Arians

Iowa Department of Transportation

1006 East Fourth Street, Waterloo, Iowa 50703

800 Lincoln Way

Telephone No.: 319-236-9201

Ames, IA 50010

Office Telephone No. 515-239-1549

HIGHWAY AUTHORITY Contact Person: James Patrick, City Manager

P.O. Box 1086, 620 Erie Street, Storm Lake, IA 50588

Telephone No.: 712-732-8000

RRP(182) CCP2016

AGREEMENT

IN CONSIDERATION OF the mutual promises contained herein the COMPANY and the STATE and the HIGHWAY AUTHORITY agree as follows:

SECTION 1. Contracting Parties

This Agreement is between the State of Iowa acting by and through the Iowa Department of Transportation, hereafter called the STATE, and Chicago, Central & Pacific Railroad Company, hereafter called the COMPANY, and the City of Storm Lake, Iowa, hereafter called the HIGHWAY AUTHORITY.

SECTION 2. Purpose of Agreement

The STATE, the HIGHWAY AUTHORITY and the COMPANY enter into this Agreement for the purpose of installing two automatic gate units with 12" LED flashing light signals controlled by prediction circuitry and other necessary track circuit equipment at the Hudson Street crossing of COMPANY tracks in Storm Lake, Iowa. The STATE agrees to secure funds under 23 USC Section 130 for the costs of this construction. The work shall hereinafter be referred to as the PROJECT.

It is specifically understood and agreed that the COMPANY shall have no obligation to perform any individual PROJECT until such time as the agreement is fully executed by all parties identified.

SECTION 3. Preliminary Engineering

Preliminary Engineering includes production of site plans, cost estimates and circuit plans prepared by the COMPANY to the degree of completeness required for undertaking construction for the specified location. The site plan portion of the Circuit Plan (front sheet) and the cost estimate labeled as Exhibit "A" shall be attached and by this reference incorporated into this Agreement.

This Agreement acknowledges the COMPANY was requested by the STATE to perform preliminary engineering for the PROJECT, and that it was authorized to incur PROJECT reimbursable preliminary engineering costs beginning on 12/29/2015. The COMPANY hereby agrees to not invoice for preliminary engineering until such time this Agreement is fully executed.

SECTION 4. COMPANY Responsibility

The COMPANY or its consultant shall provide all engineering, materials, and labor to construct the Project. The Project shall be constructed in a good workmanlike manner in accord with COMPANY standards, and with Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F).

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The HIGHWAY AUTHORITY shall insure that all pavement markings are properly painted and advanced warning signs are in place and maintained as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. The HIGHWAY AUTHORITY shall also insure clear motorist view from the roadway lanes of the new flashing lights installed with the Project. This clear view shall be maintained by the HIGHWAY AUTHORITY for as long as the warning devices remain at the crossing.

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Chicago, Central & Pacific Railroad

____ day of _____, 20____

By _____

Name and Title

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City of Storm Lake, Iowa

____ day of _____, 20____

By _____

Name and Title

Executed by the STATE this

STATE OF IOWA

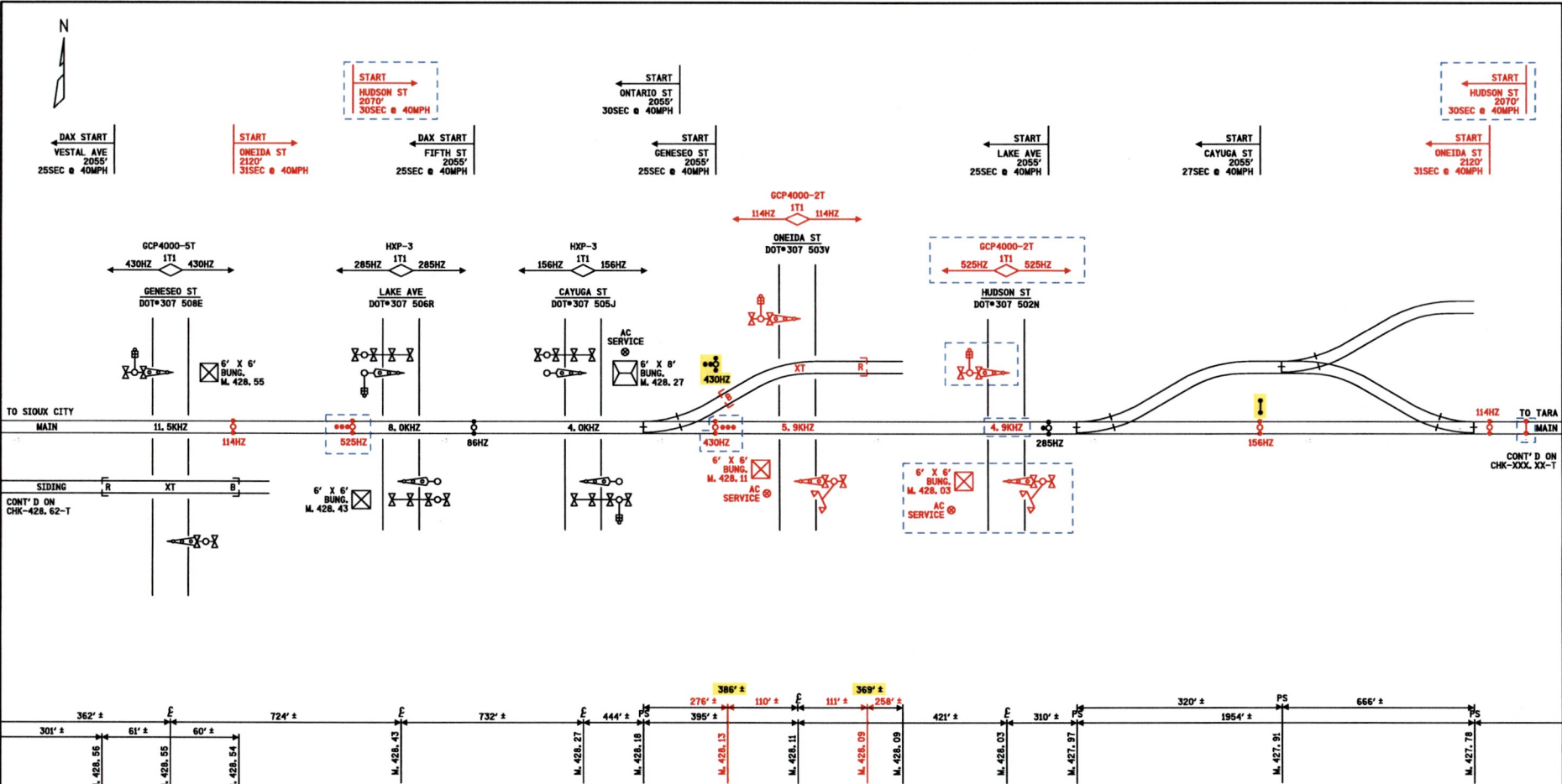
Iowa Department of Transportation

____ day of _____, 20____

By _____

NO.	DATE	BY	DESCRIPTION	APP.	BY
1					
2					
3					
4					
5					

EXHIBIT A-1



SIEMENS INDUSTRY INC	DATE: 01-APR-2016	BY: JCM	DESCRIPTION: CHK-427.78-T
DES. NO. 16-0068	DATE: 01-APR-2016	BY: JCM	DESCRIPTION: CHK-427.78-T
DES. NO. 16-0068	DATE: 01-APR-2016	BY: JCM	DESCRIPTION: CHK-427.78-T
DES. NO. 16-0068	DATE: 01-APR-2016	BY: JCM	DESCRIPTION: CHK-427.78-T
DES. NO. 16-0068	DATE: 01-APR-2016	BY: JCM	DESCRIPTION: CHK-427.78-T

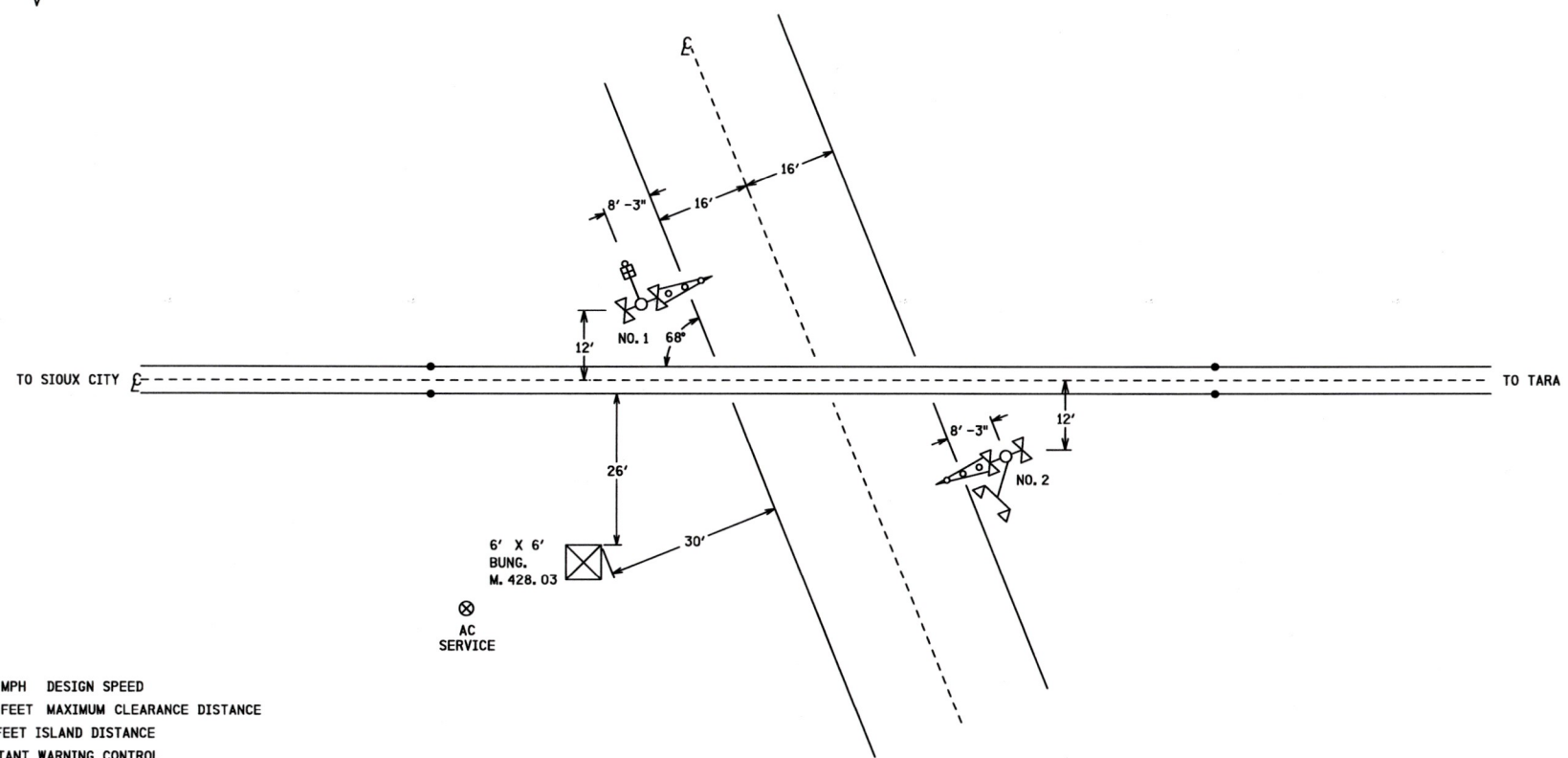
- NOTES
- 1) ALL APPROACH DISTANCES MEASURED FROM TRACK LEADS
 - DENOTES MULTIFREQUENCY NARROW-BAND SHUNT *62775-8621
 - DENOTES MULTIFREQUENCY NARROW-BAND SHUNT *62775-1543
 - DENOTES MULTIFREQUENCY NARROW-BAND SHUNT *62775-3497
 - DENOTES MULTIFREQUENCY NARROW-BAND SHUNT *62780-3497
 - DENOTES #6 HARDWARE SHUNT

SI 26 FEB 2016
PROPOSED
DESIGN NO. 16-0068
RED-IN YELLOW-OUT
AS INSTALLED
DATE
BY (PRINT NAME)

SI 25 FEB 2016
PROPOSED
DESIGN NO. 16-0067
RED-IN YELLOW-OUT
AS INSTALLED
DATE
BY (PRINT NAME)

PROPOSED	REVISIONS	D	C	COMPLETED	D	C	REGION
D	M	Y	D	M	Y	JCM	SOUTHERN
25	02	16					SUB. CHEROKEE 387
26	02	16					SIGNALS AND COMMUNICATIONS
							DES.
							CH.
							TRACK PLAN
							M. 427.78 TO M. 428.56
							CHK-427.78-T

EXHIBIT A-2



- NOTES
- 1) 40 MPH DESIGN SPEED
 - 2) 35 FEET MAXIMUM CLEARANCE DISTANCE
 - 3) 135 FEET ISLAND DISTANCE
 - 4) CONSTANT WARNING CONTROL
 - 5) APPROACH CIRCUIT DISTANCE PROVIDES FOR:
 - 0 SEC CLEARANCE TIME
 - 0 SEC PREEMPTION TIME (0 SEC ADVANCE TIME)
 - 20 SEC MINIMUM WARNING TIME
 - 4 SEC GATE DESCENT DELAY
 - 10 SEC BUFFER TIME
 - 5 SEC EQUIPMENT REACTION TIME
 - 6) 24 FEET NO. 1 GATE ARM LENGTH
24 FEET NO. 2 GATE ARM LENGTH

SII 25 FEB 2016

PROPOSED
DESIGN NO. **16-0067**
RED-IN YELLOW-OUT

AS INSTALLED
DATE _____
BY _____
(PRINT NAME)

PROPOSED			REVISIONS			D	C	COMPLETED			C	REGION SOUTHERN	
D	M	Y						D	M	Y		SUB. CHEROKEE 387	
												SIGNALS AND COMMUNICATIONS HOMEWOOD	DES. ASG
												25 FEBRUARY 2016	CH. BJW
												SITUATION SKETCH SCALE 1" = 20' STORM LAKE, IA HUDSON ST	
												CHK-428.03-0	

Hudson Street

Page 2

Storm Lake, IA

16-307502N

MATERIALMISCELLANEOUS MATERIAL

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Backfill	100	TON	\$ 85.00	\$ 8,500.00
Signal Material	1	LOT	\$ 1,000.00	\$ 1,000.00
17kw Generator Assembly	1	EACH	\$ 7,200.00	\$ 7,200.00
				=====
SUBTOTAL MISCELLANEOUS MATERIAL				\$ 16,700.00

CROSSING PACKAGE MATERIAL

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Pre-wired Aluminum Bungalow, 6'x6'	1	EACH	\$ 18,000.00	\$ 18,000.00
GCP 4000 1 Track (redundant)	1	EACH	\$ 18,020.00	\$ 18,020.00
Multi-freq NBS, 340-970 Hz	2	EACH	\$ 330.00	\$ 660.00
Shunt/Coupler Enclosure	2	EACH	\$ 550.00	\$ 1,100.00
Hardwire shunt	1	EACH	\$ 200.00	\$ 200.00
SEAR II, ILOD	2	EACH	\$ 408.00	\$ 816.00
Modem, Raven X	1	EACH	\$ 3,375.00	\$ 3,375.00
Wayside Access Gateway	1	EACH	\$ 850.00	\$ 850.00
SEAR II, Ground Fault Sensor	1	EACH	\$ 420.00	\$ 420.00
Convertor, 12VDC/12VDC	1	EACH	\$ 1,431.00	\$ 1,431.00
Rectifier, NRS 20A	1	EACH	\$ 380.00	\$ 380.00
Rectifier, NRS 40A	1	EACH	\$ 575.00	\$ 575.00
Battery, Ni-Cad, SPL 250 AH	11	EACH	\$ 200.00	\$ 2,200.00
Battery, Ni-Cad, SPL 340 AH	9	EACH	\$ 275.00	\$ 2,475.00
LED Flasher & Gate Assembly, 2-Way	1	EACH	\$ 8,900.00	\$ 8,900.00
LED Flasher & Gate Assy w/1 Sidelite	1	EACH	\$ 9,700.00	\$ 9,700.00
Foundation, S-2	2	EACH	\$ 1,100.00	\$ 2,200.00
Arm, E-Z Gate, 16-24'	2	EACH	\$ 605.00	\$ 1,210.00
Gatekeeper, SK-1000	2	EACH	\$ 1,410.00	\$ 2,820.00
Bell, Electronic	1	EACH	\$ 385.00	\$ 385.00
Wire, 2c/6, T10456	400	FEET	\$ 1.63	\$ 652.00
Cable, 3c/6, T10458	100	FEET	\$ 3.21	\$ 321.00
Cable, 7c/6, 9c/14, T12481	400	FEET	\$ 5.20	\$ 2,080.00
				=====
SUBTOTAL CROSSING PACKAGE MATERIAL				\$ 78,770.00
				=====
TOTAL MATERIAL				\$ 95,470.00

Hudson Street

Page 3

Storm Lake, IA

16-307502N

LABOR

SIGNAL LABOR

<u>Item</u>	<u>Gang Days</u>	<u>Cost/Day</u>	<u>Cost</u>
5-man Gang	10	\$ 2,000.00	\$ 20,000.00
			=====
SUBTOTAL SIGNAL LABOR			\$ 20,000.00

MISCELLANEOUS LABOR

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Preliminary Engineering	1	L.S.	\$ 2,500.00	\$ 2,500.00
Construction Engineering	1	L.S.	\$ 300.00	\$ 300.00
Accounting	1	L.S.	\$ 200.00	\$ 200.00
				=====
SUBTOTAL MISCELLANEOUS LABOR				\$ 3,000.00

TOTAL LABOR

=====

\$ 23,000.00

OTHER

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Contractor/Rented Equipment	1	L.S.	\$ 6,250.00	\$ 6,250.00
Directional Boring (By Others)	200	FT	\$ 41.00	\$ 8,200.00
Power Service, AC	1	L.S.	\$ 8,000.00	\$ 8,000.00
Freight on Crossing Package	1	L.S.	\$ 5,000.00	\$ 5,000.00
Preliminary Engineering (Contracted)	1	L.S.	\$ 2,500.00	\$ 2,500.00
Construction Engineering (Contracted)	1	L.S.	\$ 8,000.00	\$ 8,000.00
Per Diem/Business Expense	1	L.S.	\$ 7,000.00	\$ 7,000.00
Sales Tax on Material	1	L.S.	\$ 5,514.00	\$ 5,514.00
				=====
TOTAL OTHER				\$ 50,464.00

TOTAL DIRECT COSTS

=====

\$ 168,934.00

Hudson Street

Page 4

Storm Lake, IA

16-307502N

FHWA ADDITIVES

Material		\$ 95,470.00	
Material Additive	5.00%		\$ 4,774.00
Signal Labor		\$ 20,000.00	
Signal Labor Additive	144.76%		\$ 28,952.00
Engineering Labor		\$ 2,800.00	
Engineering Labor Additive	144.76%		\$ 4,053.00
Accounting Labor		\$ 200.00	
Accounting Labor Additive	144.76%		\$ 290.00
Other		\$ 50,464.00	
		=====	=====
TOTAL DIRECT COSTS		\$ 168,934.00	
TOTAL FHWA ADDITIVES			\$ 38,069.00
			=====
GRAND TOTAL FHWA BASIS			\$ 207,003.00

**Federal Aid Rail/Highway Safety Fund Program
Signal Installation Eligible for Maintenance Reimbursement
under this Agreement**

<u>FRA#</u>	<u>SEQ</u>	<u>Highway Jurisd.</u>	<u>Location</u>
307502N	07	Storm Lake, IA	Hudson Street

Staff Summary

11/7/2016

Agenda Item # 22.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
[p \(712\) 732-8000](tel:(712)732-8000)
[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Motion Approving EOR Scope Of Services Agreement

BACKGROUND: The Developer's Agreement for the condo site commits the City to constructing the drives and sidewalks into the parcel from Sunrise Road. This service agreement is for the design, bidding, construction administration, and observation for a total of \$18,500.00.

FISCAL IMPACT: The City's committed to constructing the drives and sidewalks up to a total cost of \$100,000. These engineering services will be part of that amount.

RECOMMENDATION: Council approve the engineering services agreement with EOR and direct the City Manager to sign.

ATTACHMENTS:

Description	Type
□ Service Agreement	Contract



October 12, 2016

James Patrick – City Manager
City of Storm Lake
620 Erie Street
P.O. Box 1086
Storm Lake, Iowa 50588

Re: Scope of Services and Fee Estimate for former Sunset Bay Condominiums Entrance Road Project

Dear Mr. Patrick:

Per your request we have prepared a Scope of Services and Fee Estimate for the Condominium Entrance Road Project. The scope and estimate assumes all geotechnical analysis, materials testing, and surveying would be contracted directly with the City; if you prefer this work be a part of our contract we can include those services too. At this time we estimate the probable cost of construction to build two (2) entrance roads at approximately \$140,000. However, this probable cost may fluctuate as the design progresses.

TASK	FEES & EXPENSES
A) Preliminary Design (60%) - Coordinate and Review Geotechnical Analysis (<i>analysis to be contracted directly with the City</i>) - Coordinate and Review Topographic Survey (<i>survey to be contracted directly with the City</i>) - Site Plan - Stormwater Calculations - Grading and Drainage Plan - Erosion and Sediment Control Plan - Driveway Layout Plan - Schedule of Quantities - Engineer's Estimate of Probable Construction Costs - Project Management, Coordination and Expenses	\$5,000.00
B) Final Design (90%) - Site Plan - Stormwater Calculations - Grading and Drainage Plan - Erosion and Sediment Control Plan - Driveway Layout Plan - Standard Detail Plates - Schedule of Quantities - Engineer's Estimate of Probable Construction Costs - Project Management, Coordination and Expenses	\$2,500.00
C) Construction Documents (100%) - Finalize Plans for Construction Drawings - Prepare Project Manual (<i>incl. Owner/Contractor Agreement and Construction Specifications</i>) - Prepare Contract Documents (<i>incl. Construction Drawings and Project Manual</i>) - Provide Three (3) Paper and One Digital Copy in PDF Format of Plans and Specifications - Project Management, Coordination and Expenses	\$3,000.00
D) Bidding Administration - Prepare and Submit Advertisement for Bidding - Answer Contractor Questions During Bidding Period - Issue Addendums As Necessary - Manage Bid Opening Meeting - Tabulate Bids and - Prepare Letter of Recommendation and Issue Notice of Award - Project Management, Coordination and Expenses	\$2,500.00

EOR is an Equal Opportunity Affirmative Action Employer

Emmons & Olivier Resources, Inc. 651 Hale Ave N Oakdale, MN 55128 T/ 651.770.8448 F/ 651.770.2552 www.eorinc.com
EOR/GRIGGS 915 8th St Boone, IA 50036 T/515.230.7044 F/515.724.7018 -- 607 Lake Ave Storm Lake, IA 50588 T/712.213.2938

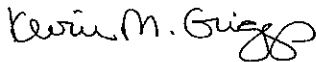
E) Construction Administration - Manage Preconstruction Meeting - Review Contractor's Submittals - Issue Notice to Proceed - Provide Construction Observation As Needed - Prepare and Distribute Progress Reports - Prepare and Review Payment Applications - Review Site Work for Punchlist Items - Prepare Certificate of Substantial Completion - Provide Project Closeout - Review Testing Results (<i>compaction and density testing to be contracted directly with the City</i>) - Complete Records Drawings of (<i>as-built survey to be contracted directly with the City</i>) - Prepare Final Project Report - Provide One (1) Paper and One Digital Copy in PDF Format of Record Drawings	\$5,500.00
Total:	\$18,500.00

Exclusions: This list of exclusions may not be complete, but rather includes some of the services that may be needed to complete the project.

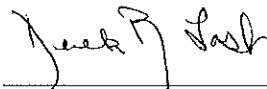
- Geotechnical Analysis
- Topographic Survey
- Permit application forms and fees
- Compaction Density and Concrete Cylinder Testing
- Construction Staking
- As-built Survey

Thank you very much for the opportunity to offer our services.

Sincerely,



Kevin M. Griggs, PWS, CWB
Iowa Operations Lead



Derek R. Lash, PE, CPESC
Project Engineer

If you are in agreement with the aforementioned Scope of Services and Fee Estimate, please sign below and we will submit invoices in accordance with our general conditions contract already in place with the City.

Client _____
Client Name

By _____
Signature

Printed Name

Its _____
Title

EOR is an Equal Opportunity Affirmative Action Employer

Emmons & Olivier Resources, Inc. 651 Hale Ave N Oakdale, MN 55128 T/ 651.770.8448 F/ 651.770.2552 www.eorinc.com
EOR/GRIGGS 915 8th St Boone, IA 50036 T/515.230.7044 F/515.724.7018 -- 607 Lake Ave Storm Lake, IA 50588 T/712.213.2938

Staff Summary

11/7/2016

Agenda Item # 23.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, Deputy City Clerk

SUBJECT: Resolution No. 46-R-2016-2017 Award Of Bid & Approval Of Contract For Housing Rehabilitation Project #2014-6

BACKGROUND: On Friday, September 16th the City opened two bids for Project #2014-6 Housing Rehabilitation Projects. The bids were as follows:

Project #2014-6	
R. Wise Construction (Sioux Rapids)	\$27,465.00
Konomi Construction (Eldora)	\$31,450.00

The home owner for Project #2014-6 is ready to proceed with their projects. Therefore staff is recommending award of the low bid and approval of the contract so that staff along with the Grant Administrator can schedule the pre-construction meeting with the contractor and the homeowner.

FISCAL IMPACT: The cost of the project will be as follows:
Project #2014-6= \$27,465.00

The cost of the project is covered by the City's CDBG Grant.

RECOMMENDATION: Adopt Resolution No. 46-R-2016-2017

ATTACHMENTS:

Description	Type
□ Resolution No. 46-R-2016-2017	Contract

RESOLUTION NO. 46-R- 2016-2017

A RESOLUTION OF THE CITY OF STORM LAKE, IOWA, AUTHORIZING THE ACCEPTANCE OF BIDS FROM CONTRACTORS FOR PROJECT #2014-6 AS PART OF THE STORM LAKE OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM.

WHEREAS; The City of Storm Lake has competitively secured bids in accordance with program guidelines for Project #2014-6 as part of the Storm Lake Owner-Occupied Housing Rehabilitation Program;

WHEREAS; The City of Storm Lake will accept the low bid from R. Wise Construction of Sioux Rapids in the amount of \$27,465.00 for the rehabilitation of Project #2014-6 as part of the Storm Lake Owner-Occupied Housing Rehabilitation Program; and

NOW THEREFORE, BE IT RESOLVED by the City of Storm Lake, Iowa, that the above mentioned contractor R. Wise Construction of Sioux Rapids be awarded a contract for the rehabilitation of Project #2014-6 as a result of the low bid that was publicly opened on September 16, 2016 in accordance with program guidelines.

PASSED AND ADOPTED this 7th day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

11/7/2016

Agenda Item # 24.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, Deputy City Clerk

SUBJECT: Resolution No. 47-R-2016-2017 Approving Change Order #1 To Housing Rehabilitation Project 2014-6

BACKGROUND: The contract is being decreased by \$1,925.00 to bring cost into compliance with allowable budget and with in cushion.

The property owner, grant administrator, and city staff have all reviewed the Change Order and find it to be in order.

FISCAL IMPACT: The Change Order is for a decrease of \$1,925.00 bringing the total contract price to \$25,540.00

RECOMMENDATION: Adopt Resolution No. 47-R-2016-2017

ATTACHMENTS:

Description	Type
☐ Resolution No. 47-R-2016-2017	Resolution
☐ Change Order #1	Change Order

RESOLUTION NO. 47-R-2016-2017

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE,
IOWA:**

To approve Change Order #1 to the contract with R. Wise Construction for the Housing Rehabilitation Project #2014-6 with the following changes:

- Removing exterior guttering, rear garage door, and front step repair. Deduction of \$1,725.00
- Removing interior basement ladder install. Deduction of \$200.00.

Total cost of change order #1 is a deduction of \$1,925.00 to the contract. Total contract cost after change order #1 is \$25,540.00

PASSED AND ADOPTED this 7th day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

REQUEST FOR CHANGE ORDER - NO. 1

PROJECT

Contractor: R. Wise Construction
Address: PO Box 128
Sioux Rapids IA 50585

TYPE OF REQUEST

X CHANGE IN SPECS
X DECREASE IN CONTRACT AMOUNT \$1,925.00

REASON FOR REQUEST: In order to bring cost of project into compliance with
allowable budget, and to begin project with required change order cushion, all parties
agree that the following shall be deleted: Exterior #4 – Guttering – Deduct \$1,000.00.
Exterior #5 – Rear Garage Door – Deduct \$525.00.
Exterior #6 – Front Step – Deduct \$200.00.
Interior #2 – Basement Ladder – Deduct \$200.00.

Original Contract Amount	\$ <u>27,465.00</u>
Decrease Amount	\$ <u>1,925.00</u>
Adjusted Contract Amount	\$ <u>25,540.00</u>

Contractor's Signature: _____ Date: _____

Inspector's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

City Signature: _____ Date: _____

Staff Summary

11/7/2016

Agenda Item # 25.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, Deputy City Clerk

SUBJECT: Resolution No. 48-R-2016-2017 Award Of Bid & Approval Of Contract For Housing Rehabilitation Project #2014-7

BACKGROUND: On Friday, September 16th the City opened two bids for Project #2014-7 Housing Rehabilitation Projects. The bids were as follows:

Project #2014-7

R. Wise Construction (Sioux Rapids)	\$17,490.00
Konomi Construction (Eldora)	\$19,360.00

The home owner for Project #2014-7 is ready to proceed with their projects. Therefore staff is recommending award of the low bid and approval of the contract so that staff along with the Grant Administrator can schedule the pre-construction meeting with the contractor and the homeowner.

FISCAL IMPACT: The cost of the project will be as follows:
Project #2014-7 = \$17,490.00

The cost of the project is covered by the City's CDBG Grant.

RECOMMENDATION: Adopt Resolution No. 48-R-2016-2017

ATTACHMENTS:

Description	Type
□ Resolution No. 48-R-2016-2017	Resolution

RESOLUTION NO. 48-R-2016-2017

A RESOLUTION OF THE CITY OF STORM LAKE, IOWA, AUTHORIZING THE ACCEPTANCE OF BIDS FROM CONTRACTORS FOR PROJECT #2014-7 AS PART OF THE STORM LAKE OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM.

WHEREAS; The City of Storm Lake has competitively secured bids in accordance with program guidelines for Project #2014-7 as part of the Storm Lake Owner-Occupied Housing Rehabilitation Program;

WHEREAS; The City of Storm Lake will accept the low bid from R. Wise Construction of Sioux Rapids in the amount of \$17,490.00 for the rehabilitation of Project #2014-7 as part of the Storm Lake Owner-Occupied Housing Rehabilitation Program; and

NOW THEREFORE, BE IT RESOLVED by the City of Storm Lake, Iowa, that the above mentioned contractor R. Wise Construction of Sioux Rapids be awarded a contract for the rehabilitation of Project #2014-7 as a result of the low bid that was publicly opened on September 16, 2016 in accordance with program guidelines.

PASSED AND ADOPTED this 7th day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

11/7/2016

Agenda Item # 26.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, Deputy City Clerk

SUBJECT: Resolution No. 49-R-2016-2017 Award Of Bid & Approval Of Contract For Housing Rehabilitation Project #2014-8

BACKGROUND: On Friday, September 16th the City opened two bids for Project #2014-8 Housing Rehabilitation Projects. The bids were as follows:

Project #2014-8

R. Wise Construction (Sioux Rapids)	\$27,315.00
Konomi Construction (Eldora)	\$32,650.00

The home owner for Project #2014-8 is ready to proceed with their projects. Therefore staff is recommending award of the low bid and approval of the contract so that staff along with the Grant Administrator can schedule the pre-construction meeting with the contractor and the homeowner.

FISCAL IMPACT: The cost of the project will be as follows:
Project #2014-8 = \$27,315.00

The cost of the project is covered by the City's CDBG Grant.

RECOMMENDATION: Adopt Resolution No. 49-R-2016-2017

ATTACHMENTS:

Description	Type
□ Resolution No. 49-R-2016-2017	Resolution

RESOLUTION NO. 49-R-2016-2017

A RESOLUTION OF THE CITY OF STORM LAKE, IOWA, AUTHORIZING THE ACCEPTANCE OF BIDS FROM CONTRACTORS FOR PROJECT #2014-8 AS PART OF THE STORM LAKE OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM.

WHEREAS; The City of Storm Lake has competitively secured bids in accordance with program guidelines for Project #2014-8 as part of the Storm Lake Owner-Occupied Housing Rehabilitation Program;

WHEREAS; The City of Storm Lake will accept the low bid from R. Wise Construction of Sioux Rapids in the amount of \$28,815.00 for the rehabilitation of Project #2014-8 as part of the Storm Lake Owner-Occupied Housing Rehabilitation Program; and

NOW THEREFORE, BE IT RESOLVED by the City of Storm Lake, Iowa, that the above mentioned contractor R. Wise Construction of Sioux Rapids be awarded a contract for the rehabilitation of Project #2014-8 as a result of the low bid that was publicly opened on September 16, 2016 in accordance with program guidelines.

PASSED AND ADOPTED this 7th day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

11/7/2016

Agenda Item # 27.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, Deputy City Clerk

SUBJECT: Resolution No. 50-R-2016-2017 Approving Change Order #1 To Housing Rehabilitation Project 2014-8

BACKGROUND: The contract is being decreased by \$2,300 to bring cost into compliance with allowable budget and with in cushion.

The property owner, grant administrator, and city staff have all reviewed the Change Order and find it to be in order.

FISCAL IMPACT: The Change Order is for a decrease of \$2,300.00 bringing the total contract price to \$26,515.00

RECOMMENDATION: Adopt Resolution No. 50-R-2016-2017

ATTACHMENTS:

Description	Type
☐ Change Order #1	Change Order
☐ Resolution No. 50-R-2016-2017	Resolution

REQUEST FOR CHANGE ORDER - NO. 1

PROJECT _____

Contractor: R. Wise Construction

Address: PO Box 128

Sioux Rapids IA 50585

TYPE OF REQUEST _____

X CHANGE IN SPECS

X DECREASE IN CONTRACT AMOUNT \$2,300.00

REASON FOR REQUEST: In order to bring cost of project into compliance with
allowable budget, and to begin project with required change order cushion, all parties
agree that the following shall be deleted: Exterior #4 – Guttering – Deduct \$1,400.00.
Exterior #5 – Exterior Front Door – Deduct \$600.00.
Exterior #6 – Front Storm Door – Deduct \$300.00.

Original Contract Amount	\$	<u>28,815.00</u>
Decrease Amount	\$	<u>2,300.00</u>
Adjusted Contract Amount	\$	<u>26,515.00</u>

Contractor's Signature: _____ Date: _____

Inspector's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

City Signature: _____ Date: _____

RESOLUTION NO. 50-2016-2017

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE,
IOWA:**

To approve Change Order #1 to the contract with R. Wise Construction for the Housing Rehabilitation Project #2014-8 with the following changes:

- Removing exterior guttering, front door, and front storm door. Deduction of \$2,300.00

Total cost of change order #1 is a deduction of \$2,300 to the contract. Total contract cost after change order #1 is \$26,515.00

PASSED AND ADOPTED this 7th day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

11/7/2016

Agenda Item # 28.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, City Clerk

SUBJECT: Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation

BACKGROUND: Iowa Code allows for cities to have a closed session of the City Council for matters regarding litigation where matters that are either currently in litigation or where litigation is imminent and the disclosure of the issues would enable prejudice or disadvantage the position of the governmental body in that litigation. (Iowa Code Chapter 21.5 (c))

City Council, by roll call vote should vote to go into Closed Session, and then by roll call vote vote to come back into Open Session once they have conducted the discussion allowed by the Iowa Code.

Topics other than those that are specifically allowed to be in closed session are not allowed to be discussed. The City Council may **NOT** make any motions or take any action during the closed session, as all action must be done in open session.

FISCAL IMPACT: No Fiscal Impact is Anticipated

RECOMMENDATION: Motion to go into Closed Session Reference Iowa Code Chapter 21.5 (c) - Roll Call Vote

Motion to return to Open Session - Roll Call Vote

Staff Summary

11/7/2016

Agenda Item # 29.



City of Storm Lake

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REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Possible Action Following Closed Session

BACKGROUND: Following closed session a possible motion would be required if the council determines to proceed with litigation.

FISCAL IMPACT:

RECOMMENDATION: