PUBLIC NOTICE IS HEREBY GIVEN that the following governmental body will meet at the date, time, and place herein set out. The tentative agenda for said meeting is as follows:

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, JANUARY 4, 2016
6:30 P.M.

1. Call to Order and Pledge of Allegiance led by Mayor Nelson P. Crabb.

2. Approval of Agenda.

3. Consent Agenda:

   A. Minutes – December 21, 2015.
   B. Approval of the bills & claims.
   C. Licenses & Permits:
      - **Liquor License**: Class C Liquor License (LC) (Commercial) with Sunday Sales, *Surf Ballroom*; Class C Beer Permit, Class B Wine Permit with Sunday Sales, *Dollar General Store*; (renewals).

4. Citizens opportunity to address the Council on items not on the agenda:

   - *In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens forum.*
   - *Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.*
   - *Speakers are limited to a maximum of five (5) minutes per person.*

5. Unfinished Business:

6. New Business:

   A. North Iowa Corridor EDC Quarterly Report:

      - Review of quarterly activities and project(s) update, Chad Schreck, Executive Director, NIC EDC
      - Discussion and questions by City Council.

   B. Annual Report from Central Gardens of North Iowa:

      - Review of 2015 projects and activities, Troyce Fisher, Board President.
      - Discussion and questions by City Council.

C. Water Treatment Plant Chlorine Gas Code Update Project:

- Review of Professional Service Agreement, Jason Petersburg, P.E. Veenstra & Kimm.
- **Motion** to approve Professional Services Agreement by City Council.
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

- Introduction of new staff members.

8. Mayor's Report:

- Re-appointment of Mike Callanan as Mayor Pro-Tem for 2016.
- Appointment of Gary Hugi to Veterans Memorial Golf Course as City Council liaison.

9. Public Works Director's Report:

10. City Administrator's Report:

11. Other Business:

12. Adjournment.

NEXT REGULAR MEETING – JANUARY 18, 2016

This notice is given pursuant to Chapter 21.4(1) of the Code of Iowa and the local rules of said governmental body.

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, made as of _____, 2016, between City of Clear Lake, **(CLIENT)** and Veenstra & Kimm, Inc., **(ENGINEER).**

CLIENT requires consulting services for the **Water Treatment Plant Chlorine Gas Code Upgrade Project** as defined in **Exhibit 1.**

CLIENT and **ENGINEER** agree:

1. **Scope of Services. ENGINEER** shall perform professional services as stated in **EXHIBIT 2.**

2. **Compensation. CLIENT** shall compensate **ENGINEER** for **ENGINEER's** services as stated in **EXHIBIT 3.**

3. **General Considerations.** General considerations to this Agreement are as stated in **EXHIBIT 4.**

4. **Terms and Conditions. ENGINEER** shall provide professional services in accordance with the terms and conditions stated in **EXHIBIT 5.** If **CLIENT** issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.

5. **Special Provisions.** Special provisions to this Agreement, if any, are stated in **EXHIBIT 6.**

6. **CLIENT** has provided or shall provide for payment from one or more lawful sources of all sums to be paid to **ENGINEER.**

7. Following **EXHIBITS** are attached to and made part of this Agreement.

   a. **EXHIBIT 1** - Scope of Project
   b. **EXHIBIT 2** - Scope of Services.
   c. **EXHIBIT 3** - Compensation.
   d. **EXHIBIT 4** - General Considerations
   e. **EXHIBIT 5** - Standard Terms and Conditions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

City of Clear Lake

By: _____
Scott Flory

Date: _____

Attest:

_____

Address for giving notices:

15 North Sixth Street
P.O. Box 185
Clear Lake, IA 50428

VEENSTRA & KIMM, INC.

By: _____
Timothy A. Moreau, P.E.

Date: 12/30/15

Attest:

_____

Address for giving notices:

Stone Creek Office Park
2800 Fourth Street SW
Suite 9
Mason City, 50401

JAP:bd; c:v&k\clients\municipal\clear lake\proposal\2015\wtp chlorine gas code upgrade project\ V&K psa 122915.wpa

EXHIBIT 1
SCOPE OF PROJECT

SCOPE OF PROJECT.

It is understood and agreed the **Water Treatment Plant Chlorine Gas Code Upgrade Project** shall include the following improvements as were recommended and set forth in the Preliminary Engineering Report prepared by Veenstra & Kimm, Inc. dated October 29, 2015:

A. Installation of Dry Scrubber Equipment

B. Installation of Chlorine Alarm Upgrades.

C. Chlorine Gas Pipe Labeling and Secondary Containment Upgrades.

D. Chlorine Room Upgrades Including Sealing of Room Openings, Electrical Upgrades, Exhaust and Intake Improvements, and Accessibility Improvements.

E. Chlorine Equipment Upgrades.

The Preliminary Engineering Report was approved by the City Council on November 2, 2015.

The purpose of this project is to make improvements to the existing chlorine room and equipment to bring it into compliance with the 2012 Ten States Standards Design Guidelines regarding chlorine rooms.

It is further understood that City Water Department Staff has begun working on some of the upgrades as a result of the damage that occurred after the chlorine gas leak that occurred in July of 2015. The improvements completed by City Staff will be incorporated into the project.

EXHIBIT 2
SCOPE OF SERVICES

Professional Services

ENGINEERS agree to perform professional services in connection with the project as herein described. The ENGINEERS will serve as the CLIENT'S professional representative in those phases of the project to which this Agreement applies, and will give consultation and advice to the CLIENT during the performance of services as required.

A. PRELIMINARY ENGINEERING AND PLANNING SERVICES

1. **Preliminary Engineering.** The ENGINEERS have already completed the preliminary engineering as needed and requested by CLIENT to assist CLIENT with budgeting and pursuit of other funding resources. Preliminary Engineering Report dated October 29, 2015 was received and approved by the City Council at their November 2, 2015 Council Meeting.

B. FINAL DESIGN SERVICES

1. **Design Surveys**. The ENGINEERS shall undertake necessary topographic and other surveys for the design of the Project. Design surveys do not include land or easement surveys which require services beyond those necessary for topographic design services.

2. **Design Conferences and Reports**. The ENGINEERS shall attend such design conferences with the CLIENT as may be necessary to make decisions as to the details of design of the Project. The ENGINEERS shall make periodic progress reports to the CLIENT staff and City Council, as necessary.

3. **Consultation on Design Concept**. The ENGINEERS during the course of the final design shall consult with the CLIENT for a final determination of the design concept, location and operating parameters.

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 location and extent of the construction required. Three (3) sets of final plans and specifications for each construction contract shall be submitted to the CLIENT.

5. **Opinion of Probable Construction Cost.** The ENGINEERS shall prepare an opinion of probable construction cost for each construction contract. The opinion of probable construction cost shall be based on the ENGINEERS' best knowledge at the time of preparation of the opinion of probable construction cost. The ENGINEERS shall not be responsible if the construction contract awarded for the Project varies from the ENGINEERS' opinion of probable construction cost.

   The ENGINEERS shall advise and assist the CLIENT, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.

6. **Permits.** The ENGINEERS shall assist CLIENT in obtaining the following permits:

   i. Iowa Department of Natural Resources Water Supply Construction Permit.

7. **Advertisement for Bids**. The ENGINEERS shall assist in the preparation of notice to bidders and shall provide plans and specifications for prospective bidders. The ENGINEERS shall make available and distribute plans and specifications in accordance with Senate File 2389. The CLIENT shall reimburse the ENGINEERS the cost for reproducing the plans and specifications and distribution of same as required in Senate File 2389. The reimbursement for plans and distribution shall be distinct from, and not included in, the design fees set forth in this Agreement.

8. **Bid Opening and Award of Contract**. The ENGINEERS shall have a representative present when bids and proposals are opened for the construction contracts, and shall prepare a tabulation of bids for the CLIENT and shall advise the CLIENT in making award of contract. After award of contract is made, the ENGINEERS shall assist in the preparation of the necessary contract documents. During the bidding phase, the ENGINEERS shall advise the CLIENT of the responsiveness of each proposal submitted. The ENGINEER shall not be responsible for advising the CLIENT as to the responsibleness of any bidder.

C. **SPECIAL ASSESSMENT SERVICES**

1. **Assessment Plats and Schedules.** It is understood and agreed that special assessments will **NOT** be used to finance the Project, and that the Project will **NOT** involve the preparation of preliminary or final assessment plat and schedules. No assessment plats and schedules will be prepared as part of this agreement.

D. **RIGHT-OF-WAY AND EASEMENT ACQUISITION SERVICES**

1. **Land Surveys, Right-of-Way, Easements.** It is understood and agreed that easements or additional Right-of-Way will **NOT** be required for this project, and the project will **NOT** require Land Surveys or preparation of Right-of-Way or Easement related documents.

E. **CONSTRUCTION SERVICES**

1. **Preconstruction Conference**. The ENGINEERS shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the CLIENT, the ENGINEERS, the Contractor, and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.

2. **General Services During Construction**. The ENGINEERS shall provide general services during construction including, but not limited to, the following:

   a. Establishment of bench mark and/or base line to permit start of construction work.

   b. Consult with and advise CLIENT.

c. Coordinate and provide work of testing laboratories for concrete and moisture density tests.

d. Assist in interpretation of plans and specifications.

e. Review drawings and data of manufacturers.

f. Process and certify payment estimates of the Contractor to CLIENT.

g. Prepare and process necessary change orders or modifications to the construction contract.

h. Make routine and special trips to the Project site as required.

i. Make final reviews after construction contracts are completed to determine that 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 on the contracts has been substantially completed.

j. Provide the CLIENT with one (1) reproducible set of plans showing final construction.

3. **Resident Review Services.**
The ENGINEERS shall provide resident review during construction including, but not limited to, the following:

a. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.

b. The ENGINEERS shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to ensure proper review of the construction work. On-site review shall take place on a regular basis during construction work on the Project.

4. **Construction Staking Services.**
The ENGINEERS shall provide construction staking during construction including, but not limited to, the following:

a. Provide construction staking as necessary to include the establishment of required benchmarks and baselines for locations, elevations and grades of construction.

5. **Final Review**. The ENGINEERS shall make a final review of the Project after construction is completed to determine the construction substantially complies with the plans and specifications. The ENGINEERS shall certify the completion of the work to the CLIENT when construction substantially complies with the plans and specifications.

EXHIBIT 3
COMPENSATION

The CLIENT shall compensate the ENGINEERS for their services by payment of the following fees:

A. **Preliminary Engineering and Planning.** For services under this Agreement, as set forth in Exhibit 2, Paragraph A:

1. Not applicable

B. **Final Design Services.** For services under this Agreement, as set forth in Exhibit 2, Paragraph B:

1. Owner shall pay ENGINEERS a Lump Sum fee of Twenty Five Thousand Three Hundred Fifty Dollars ($25,350).

2. CLIENT shall compensate ENGINEERS for the cost of reproducing plans and specifications and distribution of same as set forth in Exhibit 2 – Scope of Services, Paragraph B – Final Design Services, 7 as provided in Senate File 2389. The reimbursement of the cost for reproducing plans and specifications and distribution of same as required under Senate File 2389 is not included in the fees for services set forth in this agreement. The ENGINEER shall separately track and account for the cost of plans and distribution, and shall separately invoice the CLIENT for said costs as allowed under Senate File 2389.

C. **Special Assessment Services.** For services under this Agreement, as set forth in Exhibit 2, Paragraph C:

1. Not Applicable

D. **Right-of-Way and Easement Acquisition Services.** For services under this Agreement, as set forth in Exhibit 2, Paragraph D:

1. Not Applicable

E. **Construction Services.**

1. For **General Services** during construction under this Agreement, as set forth in Exhibit 2, Paragraph E, Sub-Paragraphs 1, 2 and 5:

a. A fee on the basis of the standard hourly fees for the time the ENGINEERS' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the ENGINEERS for work associated with the Project.

b. The total fee for General Services shall be determined at a later date after contract award has been made.

2. For **Resident Review Services** during construction under this Agreement, as set forth in Exhibit 2, Paragraph E, Sub-Paragraph 3:

a. A fee on the basis of the standard hourly fees for the time the ENGINEERS' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the ENGINEERS for work associated with the Project.

b. The total fee for the Resident Review Services shall be determined at a later date after contract award has been made. Said fee will be based on the City's requested number of Residential Review hours per week and an estimated number of weeks for the project duration.

3. For **Construction Staking Services** during construction under this Agreement, as set forth in Exhibit 2, Paragraph E, Sub-Paragraph 4:

a. A fee on the basis of the standard hourly fees for the time the ENGINEERS' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the ENGINEERS for work associated with the Project.

b. The total fee for the Construction Staking Services shall be determined at a later date after contract award has been made.

F. **Labor and Billing Rate Schedule.** Copy of ENGINEERS Labor and Billing Rate Schedule effective July 2015 is attached.